



CITY COUNCIL MEETING MINUTES

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

Anne McEnery-Ogle, Mayor

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

November 6, 2023

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/35995?startStreamAt=0&stopStreamAt=4327*

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

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

Summary

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

5:00-5:30 p.m. 2023 Boards and Commissions Review

Alicia Sojourner, Diversity, Equity and Inclusion Director, 360-487-8618

Summary

Staff led Council through a discussion of the 2023 Boards and Commission Review.

Councilmember Hansen was absent from the second workshop.

COUNCIL DINNER / EXECUTIVE SESSION RE: LABOR STRATEGY (1 HR)

Mayor McEnerny-Ogle announced the Council would be entering into executive session from 5:38-6:30 p.m. to discuss Labor Strategy.

COUNCIL REGULAR 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/35997?startStreamAt=0&stopStreamAt=12204 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, and Mayor McEnerny-Ogle

Absent: Councilmember Hansen

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

Approval of Minutes

Minutes - September 11, 2023

Motion by Councilmember Stober, seconded by Councilmember Fox, and carried unanimously to approve the meeting minutes of September 11, 2023.

Minutes - September 18, 2023

Motion by Councilmember Paulsen, seconded by Councilmember Stober, and carried unanimously to approve the meeting minutes of September 18, 2023.

Minutes - October 2, 2023

Motion by Councilmember Fox, seconded by Councilmember Paulsen, and carried unanimously to approve the meeting minutes of October 2, 2023.

Proclamations: National Runaway Prevention Month; Veterans Day

Mayor McEnerny-Ogle read and presented a proclamation to Michelle Bart, CEO of the National Women's Coalition Against Violence and Exploitation (NWCAGE), proclaiming November 2023, as National Runaway Prevention Month.

Mayor McEnerny-Ogle read and presented a proclamation to Temple Lentz, President and CEO of The Historic Trust, proclaiming November 11, 2023, as the 35th Annual Lough Legacy Veterans Parade at Fort Vancouver.

Community Communications

Mayor McEnerny-Ogle opened Community Communication and received testimony from the following community members regarding any matter on the agenda not scheduled for a Public Hearing:

- Kimberlee Goheen Elbon, La Center, WA
- Laura Ellsworth, Vancouver
- Paul Harris, Vancouver
- Dmitri Stoyanoff, Vancouver
- Michael Lynch, Vancouver
- Natalia Mendoza, Vancouver
- Siobhana McEwen, Vancouver
- Beth Landry, Vancouver

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

Consent Agenda (Items 1-7)

Council requested items 1, 5 and 6 be pulled for discussion.

Motion by Councilmember Stober, seconded by Councilmember Perez, and carried unanimously to approve items 2-4 and 7 on the Consent Agenda.

Motion by Councilmember Paulsen, seconded by Councilmember Stober, and carried unanimously to approve item 1 on the Consent Agenda.

Motion by Councilmember Paulsen, seconded by Councilmember Stober, and

carried unanimously to approve item 5 on the Consent Agenda.

Motion by Councilmember Stober, seconded by Councilmember Fox, and carried 5-1 to approve item 6, as amended, on the Consent Agenda. Councilmember Paulsen voted No.

1. City Council Community Forum Date Change

Staff Report: 196-23

The Vancouver City Council holds Council Community Forums four times per year, approximately coinciding with the last Regular meeting in each quarter of the year and at additional meetings as noticed and announced. The fourth Council Community Forum is scheduled for December 11, 2023. Staff is recommending a change to the final Council Community Forum date to Monday, November 27, 2023, to accommodate holidays occurring in December 2023.

Request: Approve the Council Community Forum date to change to November 27, 2023.

Laura Shepard, Communications Director, 360-487-8614

Motion approved the request.

2. Interagency Agreement - Department of Enterprise Services

Staff Report: 197-23

Currently the City must establish separate contracts and solicitations for each capital project initiated per the Revised Code of Washington. The DES program allows public agencies to utilize pre-qualified contractors to perform the same tasks.

The DES program helps public facilities reduce energy and operational costs by partnering with other qualified firms to perform Energy Savings Performance Contracting (ESPC). ESPC is a contracting process used to identify and install energy and utility improvements in existing facilities.

Request: Authorize the City Manager, or designee, to execute an interagency agreement between the City of Vancouver and the Washington State Department of Enterprise Services.

Brian Taylor, Operations Superintendent, 360-487-8390

Motion approved the request.

3. Purchase of Play Equipment from Buell Recreation

Staff Report: 198-23

The City has used the National Purchasing Partners Government (NPPGov) contract to purchase play equipment for Ida Bell Jones and Columbia Lancaster Parks for a sum of \$263,070. Any future purchases will exceed the current contract's \$300,000 spending threshold. We request 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 Parks effort to streamline purchases, 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 NPP.Gov contract #PS21130 pricing discount for play equipment, shade shelters, splash play, site furnishings and playground surfacing from Buell Recreation of Portland Oregon up to the departments current authorized budget.

Terry Snyder, Senior Park Developer, 360-487-8317

Motion approved the request.

4. Professional Service Amendments for McFarlane's Bark Contract

Staff Report: 199-23

Since 2002, the City has maintained contracts with multiple local processors of yard debris to provide essential services for the neighborhood and resident cleanup programs and for regular city maintenance and operations. Under the contracts, local facilities accept clean yard debris, leaves, woody debris and other organic materials collected at neighborhood cleanup events. This is done through coupon programs funded by the City's Solid Waste program or in part by Clark County Public Works, and by city operations crews as a regular part of maintaining parks, medians and rights of ways for diverting from the landfill and to be turned into compost.

The City's Spring Yard Debris coupons, Fall Neighborhood Leaf Box program, and Saturday Cleanup and Chipper events offered to all City residents and City neighborhood associations are effective in collecting segregated organic materials. This diverts material from landfill disposal in a cost-effective manner, while also managing seasonal leaves that can burden the surface water system. In addition, City Solid Waste manages the regional Fall Leaves Coupon program that benefits both city and county residents in disposing of seasonal leafy debris at local yard debris disposal sites.

The current contract with McFarlane's Bark has a contractual spending limit of \$350,000. This was based on reasonable estimates at the time of entering into the contract. Because the value of this contract is driven by users, comprised mostly of residents of Vancouver, Clark County and some City operations crews, actual expenditures will vary. Users typically dispose of their leaves and debris based on the proximity to their residence. Also, the contract amount is dependent upon the volume of processed leaves and debris delivered by the generator.

Over the past three (3) years, expenditures for this contract have been approximately \$350,000. Rates for McFarlane's Bark remain within an acceptable price range per material type and per unit (per cubic yard). Based upon the above history and projections for the remaining allowable contract timeframe, including factoring the extension through May 31, 2025, and for potential / allowable increases in disposal cost and/or increases volumes of material delivered to the vendor, staff estimate raising the contract limit to \$750,000 will suffice for the remaining term of the contract, as extended.

Therefore, City staff recommends amending the current contract with McFarlane's Bark at set forth above.

Request: Authorize the City Manager, or designee, to execute the proposed amendments to the Professional Service Agreement with McFarlane's Bark Inc. for Yard Debris and Leaves Receiving and Processing Services to extend the end date and increase the monetary limit as indicated above.

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

Motion approved the request.

5. Ratification of Emergency Order 2023-01, Emergency Order 2023-02, and Emergency Order 2023-03

Staff Report: 201-23

A RESOLUTION ratifying Declaration of Civil Emergency No. 2023-01, Emergency Order 2023-02, and Emergency Order 2023-03, issued by the Vancouver City Manager on November 3, 2023.

The official Clark County Point in Time Count found 1300 individuals countywide experiencing homelessness (sheltered and unsheltered) in January 2023 (9% increase from 2022). Data points of note from that count:

- *54% increase in chronically homeless from 2022 (234% increase since 2015)*
- *672 unsheltered (226% increase since 2015)*
- *78% increase in chronic unsheltered from 2022 (up 238% from 2015)*

For a 10-week period this summer, HART conducted our own unsheltered count within city limits. Of the 451 individuals counted by HART, 346 agreed to be surveyed. Of the 346 surveyed:

- *48% (167) became homeless outside of the City of Vancouver*
 - *66% (110) of those not from Vancouver have been here for 1 year or less, and*
 - *17% (28) had been here no more than 30 days at the time they were counted.*

*Point in Time Counts are largely understood to be an undercount, just as HART's count certainly did not capture 100% of the individuals living outside. While not a perfect comparison, when adding the 451 individuals counted by HART and the average of 70 individuals who reside at Safe Park at any given time, at least **521 individuals were living unsheltered within the City of Vancouver in June 2023**. Based on data analysis of the Point in Time Count, HART's unsheltered count/survey, and the CFTH Annual System Data Report, it appears as though the **City of Vancouver is hosting around 78% of the entire Clark County unsheltered population**, while only 46% of individuals who experienced homelessness in Clark County in 2022 became homeless in Vancouver.*

Since June, we've seen more new faces and new/different behaviors than what

have historically been observed/experienced in Vancouver camps. Based on conversations with many individuals from other areas/communities, the migration to Vancouver seems to largely stem from policy changes and increased enforcement in other jurisdictions. Many individuals from other parts of Clark County report being “run out of town” by law enforcement and Public Works/Parks employees from other jurisdictions within Clark County; we’ve also heard similar from folks who have come from other parts of Washington. Individuals who have come from Portland/Oregon frequently report they’re looking to be left alone, or that they left to avoid being “forced into a giant camp” in Portland. Based on the above data, what we are observing, and what unsheltered residents are reporting, Vancouver will continue to see an increase in migration of unsheltered individuals.

In addition to population changes, there’s been a significant shift in individual behavior as well as the overall culture in camps over the last few years, with the severity in problematic behavior, and impacts of that behavior, increasing more in the last 6-9 months. HART’s observation is the vast majority of individuals living outdoors are experiencing addiction, and the majority of those are using Fentanyl, including folks who have not historically been opioid users. That observation was confirmed by the majority of individuals surveyed in HART’s unsheltered count.

The impacts of the pandemic, passing of the Blake Decision, and shift to much more widespread Fentanyl usage seem to have created a perfect storm, which has effectively changed the landscape regarding unsheltered homelessness – what it looks like, what it responds to, and how it impacts the entire community. The changes in behavior include:

- Increases in violence and/or weapons*
- Camps being utilized as cover for drug dealing and other criminal activity by individuals not actually experiencing homelessness*
- Increases in Fentanyl use, overdoses, and deaths due to overdose or other substance use*
- Many individuals refusing, or not prioritizing, connection to services*

Recommended strategies for addressing the population growth and changes in conditions related to unsheltered homelessness are as follows:

- Utilize Declaration of Emergency to enable City to rapidly respond to the existing crisis and implement the following strategies by lifting procurement restrictions and providing additional tools to address significant health and safety issues in encampments.*
- Update post-pandemic law enforcement policies/procedures and enhanced enforcement collaboration with HART*
- Patrol to assist HART and NPOs with citations into Community Court*
- Propose ordinance amendments that will (1) provide greater balance in access to public spaces intended for public use, particularly greenways/open spaces, and (2) establish clearer guidelines for outdoor habitation and camping, ensuring greater clarity for both those experiencing homelessness and law enforcement.*
- Establish corridor-specific community response teams, in Fourth Plain and downtown corridors, providing both behavioral health response and community engagement and activation to reduce the significant negative*

impacts related to unsheltered homelessness in those areas.

- *Establish congregate bridge shelter to accommodate ~150 individuals, providing Medication Assisted Treatment services on-site, as well as respite beds in partnership with hospital(s).*

Request: Adopt a resolution ratifying Emergency Order 2023-01, Emergency Order 2023-02, and Emergency Order 2023-03.

Jamie Spinelli, Homeless Response Manager, 360-487-8610

Motion adopted Resolution M-4254 to approve the request.

6. Heights HX District Code Amendments

Staff Report: 200-23

AN ORDINANCE of the City of Vancouver relating to changes to the Chapter 20.670 of the Vancouver Municipal Code (VMC), The Heights (HX) Plan District, amending VMC Section 20.670.030(B), VMC Figure 20.670-2; VMC 20.670.040(A)(2), VMC Table 20.670.040-2; VMC Sections 20.670.040(A)(7), 20.670.040(B)(4), and 20.670.040(D)(1) and adding VMC Section 20.670.040(L); allowing for severability; and providing an effective date.

The Heights (HX) Plan District code was adopted in 2021 following City Council's approval of the Heights District Subarea Plan in 2020. As part of the implementation of the Heights District Plan, staff have identified several updates to the Heights HX Plan District code necessary to ensure future development meets the Plan goals and intent.

Proposed changes to the Vancouver zoning code text or map not involving Comprehensive Plan changes may be considered at any time, subject to public hearing review before the Planning Commission and City Council. Code amendments were previously brought to the Planning Commission on March 14th and July 25th and to Council on April 10th and August 21st, and both bodies indicated overall support for the code refinements. Staff returned to the Planning Commission with the package of code refinements for a public hearing on September 26th. Attached is a copy of the Planning Commission Staff Report. The Planning Commission unanimously recommended that Council approve the code amendments.

Summary of Proposed Plan Refinements and Code Changes

Proposed refinements to the Tower Mall Redevelopment Area (TMRA) Plan include the following:

- *Relocation of the Civic Plaza east to front Devine Road and be visible from the Mill Plain Boulevard, thus improving both access and visibility to this major public gathering area. As a major attractor, the Civic Plaza is an opportunity to promote ground-floor uses to create a retail, dining, and entertainment destination and a focus for activity in the district.*
- *Realignment and extension of the Grand Loop to promote its identity and*

increased use by connecting to the Greenbelt Park and planned walk and bike facilities along MacArthur Boulevard.

- Relocation of the Neighborhood Park to promote increased visibility, use and function and a clear and identifiable “entry gateway” to the Grand Loop. Future development provides active edge uses surrounding the park that increase the value and function of redevelopment properties.*

The revised plan and notations of the changes is shown below.

Proposed code changes will amend The Heights (HX) Plan District, VMC 20.670 to align with refinements to the Tower Mall Redevelopment Area (TMRA) Plan as detailed above.

These modifications include:

- 1. Update the Ground Floor Use Map, Figure 20.670-2 consistent with the Master Plan refinements for street layout and block formation.*
- 2. Modify the Ground-Floor Use Regulations by Frontage Type to promote active retail, entertainment, and dining oriented to the Civic Plaza.*
- 3. Adjust portions of text to maintain consistency and delete some unclear or non-essential narrative.*
- 4. Add a new standard to regulate off-street parking access by limiting vehicle, pedestrian, and bicycle conflicts and promoting better non-motorized access and use of the Grand Loop.*

The above referenced code modifications were presented to Council at a workshop on April 10, 2023. Thereafter, as part of discussions about the project with interested developers, staff were informed that buildings in the District Gateway subdistrict that do not abut residentially zoned properties cannot develop to their intended building height of four stories and include ground floor commercial due to the requirement in VMC 20.670.040 B 2 that the ground floor of buildings must have a minimum of 16 feet floor to floor height. Increasing the overall building height to address this allows for mixed use buildings that include ground floor retail and three stories of housing above and maintain a consistent pedestrian retail experience as envisioned in the Heights District Plan. This change resulted in additional code updates detailed below that were presented to Council at a workshop on August 21, 2023.

- 5. Increase maximum building height in the District Gateway subdistrict from 50 feet to 55 feet for properties not abutting residentially zoned properties. For ease of reference, below is the District and Sub-District Map, Figure 20.670-1 that identifies the location of the District Gateway subdistrict.*
- 6. Differentiate the definition of commercial frontage between active uses surrounding the Civic Plaza and Devine Road and all other commercial uses allowed in the Heights HX Plan District code, except office. Thus, creating two definitions of commercial frontage in VMC 20.670.030 B. Ground Floor Use Regulation by Frontage Type to allow maximum flexibility.*
- 7. Modify the Ground-Floor Uses diagram to account for the two definitions of commercial frontage, explained in bullet number 6 above.*

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Request: On November 6, 2023, approve ordinance on first reading, setting

date of second reading and public hearing for November 13, 2023.

Amy Zoltie, Real Estate Project Manager, 360-487-7953

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

Motion by Councilmember Stober, seconded by Councilmember Fox, and carried 5-1 to modify the code for daycares to be an allowable use. Councilmember Paulsen voted No.

Motion approved the request as amended.

7. Approval of Claim Vouchers

Request: Approve claim vouchers for November 6, 2023.

Motion approved claim vouchers in the amount of \$17,498,515.49.

Public Hearings (Item 8-10)

8. Evergreen and Grand Commercial Corridors Overlay District

Staff Report: 187-23

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; adopting the Evergreen and Grand Commercial Corridors Overlay District, intended to ensure new development contributes to achieving the goals of the Evergreen and Grand Commercial Corridors Strategy; providing for severability and an effective date.

The Evergreen and Grand Commercial Corridors Strategy document was adopted by City Council on February 28, 2022, intended to guide short-term zoning code changes and other longer-term land use, community development and transportation goals. The Strategy vision is to promote equitable and diverse corridor development that is vibrant, sustainable, and mixed use, as well as to foster development that recognizes and builds upon the neighborhood's unique setting, history, and character. Specific goals for future development outlined in the Strategy were to create ground floor use requirements to aid in the creation of active edges and a pleasant pedestrian environment, update building height and parking requirements, and identify opportunities to promote walkability, vitality, and affordability in the corridors.

Following the adoption of the Strategy, City Staff completed a competitive request for proposal process to secure a consultant to aid in the work of creating development regulations and additional implementation measures. Cascadia Partners, a full-service urban planning, real estate, environmental sustainability, and public engagement firm was chosen. The project team began work in October 2022 on development of the Evergreen and Grand Commercial Corridors Overlay District and Implementation Plan. Regular progress reports

were given to the Planning Commission throughout the process, including workshops on February 14, 2023, April 11, 2023, and June 13, 2023. At these workshops the Planning Commission continued to indicate overall support of the project and provided feedback on a variety of code concepts, design requirements, and implementation efforts. Planning Commission feedback and guidance have been incorporated into the proposed final version of the Overlay District and Implementation Plan (See attachments B and D below). The project team presented under City Council communications on June 5, 2023, at a Council workshop on July 17, 2023, and at Council communications on October 2, 2023. The Council indicated overall support for the project and the direction of implementation work. At the July workshop Council asked staff a series of clarifying questions to which staff responded via memo (See attachment E). Council also asked staff to review and confirm Planning Commission support of proposed step-down requirements, which were refined in advance of the Planning Commission public hearing and were confirmed by the PC in discussions and with their vote to recommend approval.

Implementation is intended to facilitate development consistent with the overall Strategy goals and vision, through the development code as well as longer term implementation efforts. The code development process has included community outreach, including a public open house and a developer focus group to share code concepts and gather community input. Feedback received from the open house indicated continued support for the goals of the Strategy and that the development code language was in line with the vision of the Strategy. During the conversation there was a focus on identifying the other programmatic activities the city planned to do to support the corridor's growth. At the developer focus group, developers expressed that the draft code standards struck the right balance between high quality design outcomes and development feasibility and flexibility. There was considerable outreach conducted as part of the earlier Strategy planning process (see Attachment E for summary).

Following adoption of Overlay District, the next phase of work will focus on economic development, community building, and transportation improvements, and will occur over the next several years. The Evergreen and Grand Implementation Plan will guide this next phase of work.

Proposed development standards for the Evergreen & Grand Commercial Corridors Overlay District include the following code concept recommendations:

- *Building Height-* Maintain the existing 4-story height limit along Evergreen and western half of Grand. Increase to 5-story limit along eastern half of Grand near the new transit line.
- *Building Form-* Adopt new standards that address the shape and size of new buildings to address concerns about buildings being compatible with existing neighborhood.
- *Required Ground Floor Commercial-* Require ground floor commercial uses only along Grand and allow more flexibility for ground floor residential along Evergreen.
- *Parking-* Reduce parking requirements for multifamily developments and for commercial uses and eliminate required parking for ground floor commercial uses.

These code concepts have been integrated into the Evergreen and Grand Commercial Corridors Overlay District (see Attachment B) that will apply to the corridor boundaries consistent with the original Strategy document. The overlay district outlines the types of land uses permitted in the district and development standards around density, building orientation, building setbacks and buffers, building heights, building massing, and parking.

Through the overlay development process, the project team has identified needed adjustments to some of the specific provisions outlined in the Strategy Document. These proposed refinements are outlined in the chart titled “Evergreen and Grand Commercial Corridors Strategy Refinements” on page 5 of this report and respond to changing market conditions reflected in the findings in the Pro Forma analysis conducted by Cascadia Partners (see Attachment C) as well as new information about the scale of the City’s housing deficit. The pro forma analysis incorporated a parcel-by-parcel site inventory, development modeling, and current development patterns. Given the development climate today, the project team believes the below changes are necessary to make development in the corridor feasible. These changes continue to reflect the Strategy vision and community aspirations for the area, and support development feasibility and flexibility. In addition to addressing current market conditions, these changes align with goals outlined in the Climate Action Framework and respond to new state regulations related to housing production and parking requirements.

Objective design standards are also included in the Evergreen and Grand Commercial Corridors Overlay District to meet the vision of the Strategy document, focusing on the ground floor of buildings to create a vibrant street and pedestrian experience, and to address the unique challenges of creating an active street while preserving resident privacy. The standards are not intended to promote a particular architectural style or aesthetic. Use of objective standards is intended to allow for consistent administration and interpretation as opposed to more discretionary guidelines, with the goal of striking a balance between the number/complexity of standards and encouraging new development in the Corridor.

The following are the proposed design standards:

- *Building Orientation*
 - *Build-to-Line: A minimum of 50% of the street-facing facade of the building must be located within 0-10 feet of the street.*
 - *Parking Areas: No more than 50% of the street frontage may be used for vehicle areas. Where parking is adjacent to the street, it must be screened with low wall and/or landscaping.*
- *Main Entrances*
 - *Commercial Uses: Must provide at least one entrance on either Evergreen or Grand. If on a corner, the entrance must be oriented to the corner.*
 - *Residential Uses:*
 - *Minimum 50% of ground floor residential units must have individual entrances.*
 - *Additional setback and design standards to create a transition from street to private units and activate the street.*

- **Ground Floor Commercial**
 - *Minimum Height: Ground floor commercial spaces must be 12-15 feet in height.*
 - *Windows: Minimum 60% of the ground floor elevation must be windows or other glazed openings.*
 - *Weather Protection: A minimum of 25-50% of the width of street-facing facade must include weather protection (awnings, canopies, etc.)*
- **Ground Floor Residential**
 - *Entrances to residential units must be setback 5-10 feet from street.*
 - *Must provide either a hardscape patio, landscaped private open space, raised private open space (patio, porch, etc.) or the dwelling unit must be raised above the street, or include steps to a terrace, among other design features that create a public private realm.*
 - *Must provide either a transparent low wall or fence (18-24") or landscape screening.*
- **Facade Articulation**
 - *Applicability: Buildings more than 20 feet high. The standard would only apply to larger buildings, not single-story commercial buildings.*
 - *Standard: Buildings must incorporate vertical and horizontal elements that articulate the facade.*
 - *These elements help to divide the mass of the building into a base, middle, and top with distinct physical transitions.*
 - *This standard does not dictate architectural style.*
 - *It requires details that break up larger facades, so they are interesting to people walking by and contribute to the identity of the Corridor.*
- **Screening and Fences**
 - *No High Fences/Walls on Street: Fences, walls, or hedges higher than 3 feet shall be prohibited between the street and the building.*
 - *Ground Mounted Utilities/Equipment/Waste Receptacles. New electric meters, gas meters, HVAC equipment, and waste receptacles must be screened from view from the street.*
 - *Rooftop Utilities/Equipment: must be set back at least 15 feet from roof edges on street-facing facades and include screening*

Evergreen and Grand Commercial Corridors Strategy Refinements Table

	Current Development Code	2022 Strategy Document	Proposed Development Code
Maximum Building Height	50-feet throughout, typically 4 stories	3-5 stories, varying by parcel	50ft along Evergreen and west Grand (4 stories) 60ft on east side of Grand and crossroads of Grand and Mill Plain Blvd (5 stories)
Building Bulk and Massing	Silent beyond height limits and setbacks. Commercial abutting lower density residential requires 10-foot setback Upper portions need ½	No standard directly proposed to address the development form beyond active edge requirements, maximum front setback of 0-5 feet at	Maximum height step down only on rear face within 25 feet of a residentially zoned site Maximum building width, with breaks within the building

	foot setback for each foot of building height above 20 feet	the ground floor	
	Current Development Code	2022 Strategy Document	Proposed Development Code
Required Ground Floor Commercial	At least half of frontage along arterial/collector streets must be commercial or office	More flexibility along Evergreen, keep existing requirement on Grand	Allow for either ground floor commercial or residential along Evergreen. Require ground floor commercial along Grand
Required Minimum Off-Street Parking Spaces	0.75 per multi-family unit near frequent transit such as Evergreen and Grand 1/300sf for goods and services, 1/250sf for eating and drinking, 1/400sf office	1 per unit for residential 1/1000sf for commercial uses Zero for ground floor retail	0.5 per multi-family unit 1/1000sf commercial Zero for ground floor retail

Evergreen & Grand Commercial Corridors Implementation Plan

The full extent of the vision outlined in the Evergreen and Grand Commercial Corridors Strategy requires both development code regulations and other longer-term programmatic investments. The Evergreen and Grand Implementation Plan has been drafted to guide the work that falls outside the purview of the development code (see Attachments D) and is intended to guide ongoing City investments while also bringing in key partners like neighborhood associations, mobility advocates, businesses and technical assistance providers, nearby schools and service providers, affordable housing developers, and the community at large. The tasks have been broken down to four focus areas including housing and economic development, urban design, mobility, and parking, as outlined below. All will require resources to implement in the coming years.

- *Economic Development:*
 - *Foster a unique and attractive corridor identity*
 - *Establish a business-friendly climate that supports a diversity of neighborhood-serving businesses*
- *Housing:*
 - *Maintain economic diversity and housing affordability, especially for low- and moderate-income households*
- *Urban Design:*
 - *Support a vibrant and active corridor*
 - *Pursue opportunities for climate resilient design*
- *Mobility:*
 - *Leverage ongoing corridor and neighborhood-wide infrastructure projects*
 - *Support targeted interventions to improve mobility for all users and connectivity to transit*
 - *Improve safety for all corridor users*
- *Parking:*

- *Evaluate and manage vehicular parking impacts to local residents*
- *Support climate and parking goals by increasing micro mobility, shared parking options, and EV infrastructure*

The two tasks below are highlighted here as shorter term non-regulatory implementation priorities, as they play a critical role in catalyzing several of the other implementation tasks.

- *ED 1.1: Provide seed support for a locally based, self-created neighborhood Business District Organization that can meet the shared needs of new and future businesses through networking, marketing, promotions, special events, beautification, and advocacy.*
- *ED 1.2: Provide staff and resource support to the Business District Organization so it can develop into a fully-fledged, self-sustaining, and independent organization.*

The goals and associated tasks that fall under the four implementation focus areas reflect input and expertise from various City departments who will lead them, with a particular emphasis on feasibility, timing, and resource needs. It will continue to be refined as the team collaborates with other partners. Note that Housing action 1.1 – Extend the Multi-Family Tax Exemption (MFTE) program calibrated to implement the vision and goals for the corridor and consider adding workforce housing- has already been completed and approved by City Council.

Request: On Monday, November 6, 2023, following a public hearing, approve the ordinance.

Bryan Snodgrass, Principal Long Range Planner, 360-487-7899

Bryan Snodgrass, Principal Planner, provided an overview of the Evergreen and Grand Commercial Corridors Overlay District.

Council discussed the item briefly with staff.

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

- Kimberlee Goheen, La Center, WA

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

Motion by Councilmember Fox, seconded by Councilmember Perez, and carried unanimously to approve Ordinance 4423.

9. **Garbage, Recycling and Organics Collection Rate Increases for 2024**

Staff Report: 193-23

AN ORDINANCE relating to the collection of solid waste, recyclable materials and organics, and amending certain sections of VMC 6.12 to increase or adjust rates and charges consistent with approved utility user taxes and rates and in accordance with current contracts for the coming year; providing for savings, severability and an

effective date.

City Council is the rate-making authority for garbage, residential recycling, and organics collection services within the City of Vancouver. The City contracts with a private company, Waste Connections of Washington, to provide comprehensive garbage, recycling and organics collection services to residents and businesses within city limits. The contract terms authorize Waste Connections to receive annual adjustments to customer rates based on changing operating conditions including:

- an inflation adjustment factor tied to a percentage of the CPI and fuel cost changes over the past year (July through June),*
- disposal tip fee changes scheduled for the coming year,*
- the number of customers served and,*
- fees paid to the City to support solid waste related programs.*

All adjustments to rates are made in accordance with Exhibit D of the contract. Garbage rates also include the City's utility tax that is embedded within them. The City's utility tax does not apply to recycling or organics collection services.

Consistent with the contract, the updated model for 2024 requires an increase of 6.9 percent for most garbage rates, while many recycling, organics and selected other fees, not linked to the disposal tip fee or utility tax, will need to increase by 5.3 percent, effective January 1, 2024. Key reasons for this increase are a 6.547 percent increase in the first half of the CPI for 2023, an 8.4 percent increase in the diesel fuel index, and an anticipated 5.3 percent increase in the disposal tip fee and an increase in the annual City Fee collected through rates to assure that current revenues are balanced with current solid waste fund expenditures. For the most typical residential customer with 32-gallons per week of garbage, every-other-week recycling and every-other-week organics collection (96-gallons for each) this means a monthly rate increase of 9.9 percent, from \$35.54 per month to \$39.04 per month, an increase of \$3.50.

Inflation Adjustment Factor

Under the contract, collection costs for garbage, recycling and organics are allowed to adjust at 80 percent of a blended and combined CPI (92 percent) and diesel fuel index (8 percent) – Inflation Adjustment Factor (IAF), which leads to a 5.36 percent increase for the collection and disposal cost component, the City Fee, and other miscellaneous fees.

Disposal Tip Fees

On January 1, 2024, the Clark County disposal tip fee is scheduled to increase \$5.60 per ton (or 5.3 percent) from \$106.34 per ton to \$111.94 per ton. In addition to the allowed CPI increase on the base tip fee (going from \$104.40 per ton to \$110.00 per ton), this tip fee includes \$0.51 per ton for additional work previously approved under the Clark County contract by Columbia Resource Company at the Central Transfer and Recycling Station and related to construction access improvements for safety, as well as \$1.43 per ton for a surcharge approved by the Clark County Council in 2017 to make up for lost state funding for regional solid waste programs and planning.

Recycling Fees

The rates proposed for January 1, 2024, removes the one-time rate-buy down approved in 2023 rates, and applies typical adjustments to curbside recycling collection fee (increasing from \$2.97 to \$3.89) and multi-family recycling collection fee (increasing from \$1.49 to \$1.57) based on the IAF (5.36%) detailed above, as well as annual adjustments to the recycling processing surcharges which were added April 1, 2019 to recover costs associated with the local response to the global market issues and the ongoing need for supplying quality materials to these markets. Based on a review of operational factors, Clark County has indicated that the \$41.73 per ton processing fee in 2023 will be adjusted to \$72.89 on January 1, 2024. The combined impact for curbside recycling fee and processing surcharge components is a 38.3 percent increase (\$1.46 per month) in curbside recycling charges. The multi-family combined impact for the recycling fee and processing surcharge is an increase of 16.1 percent (\$0.31 per month).

Organics Fees

The rates proposed for January 1, 2024, include 5.3 percent adjustments to the organics rates which are tied to the IAF, detailed above. For the standard subscription service of 96-gallons collected every-other-week, the current rate of \$8.81 per month adjusts to \$9.28 per month. Recommended 2024 rates at other levels of service, following the same every-other-week schedule, are \$8.03 for 64-gallon carts, \$6.78 for 32-gallon carts, and \$5.53 for 20-gallon carts.

City Fee

In adherence with the City's Financial Management Policies, the City Fee collected through rates will increase in 2024 to balance annual total revenues with annual enterprise fund expenditures. The City Fee paid by Waste Connections each month in 2024 as a result of rate adjustments detailed above is \$200,330.78. The 2023 monthly City Fee was set at \$162,027.00. The 31.07 percent adjustment to the City Fee in 2024 reflects three key factors: 1) reduced revenues over the last seven years due to lower global recycling market commodity values, 2) the one-time rate buy-down applied to residential recycling fee in 2023 drew from the City's Solid Waste fund balance and 3) City Financial Management Policies included in the 2023-2024 Biennial Budget associated with: balancing current revenues with current operating expenditures (Long-Range Financial Planning and Resource Utilization #3), exercising sound financial estimation of revenues through reasonably conservative but realistic assumptions (#8), applying the principle of full cost recovery in enterprise fund operations and utility rates (#17), maintenance of working capital reserves (Reserves #2) and maintenance of designated liability funding reserves (#4).

Typical Residential Rate Impact

For 2024 overall, the combined typical residential customer rates for 32-gallons of weekly garbage service with recycling and organics collection increases 9.9 percent or \$3.50 per month, under the proposed rates. This is comprised of a \$1.57 increase in garbage charges, a net \$1.46 increase in the combined recycling collection rate and recycling processing surcharge fees, and a \$0.47

increase in the organics charge. Households that have chosen different service levels may experience slightly different rate impacts. Staff recommends adjusting customer rates as detailed in the Summary of Proposed 2024 Solid Waste Rates to meet the contractual obligations associated with the defined IAF and to set the City Fee amount for the coming year. If approved, all adjustments will be effective January 1, 2024.

Request: On November 6, 2023, following the public hearing, approve the ordinance.

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

Julie Gilbertson, Solid Waste Supervisor, provided an overview of the Garbage, Recycling and Organics Collection Rate Increases for 2024.

Council discussed the item briefly with staff.

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

- Kimberlee Goheen, La Center, WA

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

Motion by Councilmember Harless, seconded by Councilmember Stober, and carried unanimously to approve Ordinance 4422.

10. **Annexation- 94th Avenue Vancouver Operations Center**

Staff Report: 195-23

AN ORDINANCE relating to approval of an annexation pursuant to RCW 35.13.180; establishing the geographic extent, defining the Comprehensive Plan and land use designations, and determining the assumption of all or any portion of existing City indebtedness; accepting the certified petition supporting annexation; and providing for an effective date for the Vancouver Operations Center annexation.

The City of Vancouver Public Works Department has requested annexation of this property, which has been chosen as the site of the future City Public Works and Emergency Operations Center. The proposed 31.94-acre annexation area is located at 8713 NE 94th Avenue.

The property is within the City of Vancouver's Urban Growth Area (UGA), which is established by Clark County. Under the State's Growth Management Act, all properties within the City's UGA are intended to be annexed into the City at some point.

The site is currently zoned Light Industrial in Clark County. Surrounding uses include single family residences to the south, east and west, with vacant industrial lands to the north.

The City typically uses the "Direct Petition" method for annexation areas that

directly about city limits. In this case, however, the proposed annexation area does not directly about current city limits. The annexation area is approximately .75 miles east of the current City limits. Therefore, the "Municipal Purposes" method will be used. RCW 35.33.570 allows first class charter cities such as the City of Vancouver to exercise all powers that are available to second class cities. This includes the authority to use the Municipal Purposes method described in RCW 35.13.180 to facilitate an annexation of non-contiguous property into the City of Vancouver. The municipal purposes method requires that the annexed site be used only for municipal purposes. In this case the site will be the future City of Vancouver operations and maintenance facility. Another requirement of the municipal purposes method is that all property owners consent to the annexation. At the time of the preliminary annexation resolution meeting in December of 2021 it was discovered that a 35 x 100-foot area of land owned by Clark County was erroneously included in the purchase agreement and annexation legal description. A property boundary line adjustment around the existing Clark County flare station equipment has been completed and the City now owns 100% of the property within the annexation area. The annexation area maps and legal description have been adjusted accordingly. In this instance for maintenance and continuity purposes the abutting right-of-way for NE 94th Avenue will not be included in the proposed annexation area.

A public notice of the proposed annexation was published in the Columbian newspaper and posted in several locations near the subject property. In addition to the annexation hearing notice requirement an additional outreach campaign has already begun with the abutting neighborhood regarding the project site plan land use entitlement process.

The County comprehensive plan designation for this site is currently Industrial with a Light Industrial zoning designation. Upon annexation the comprehensive plan and zoning designations of the annexation area would remain the same. The regulations of the City land use and building code ordinances would be applied to future development. Following the annexation, the proposed building and site improvements will be processed under the City's development standards by the City of Vancouver. In addition to controlling review timelines, annexation will also allow the City of Vancouver to capture permitting fees and sales tax revenue generated from the construction of the facility.

Request: On Monday, November 6, 2023, adopt an ordinance to approve the annexation request.

Bryan Monroe, Associate Housing Project Coordinator, 360-487-7958

Bryan Monroe, Associate Housing Project Coordinator, provided an overview of the Annexation for 94th Avenue Vancouver Operations Center.

Council discussed the item briefly with staff.

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

- Kimberlee Goheen, La Center, WA
- Karen James, Vancouver

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

Motion by Councilmember Paulsen, seconded by Councilmember Fox, and carried unanimously to approve Ordinance 4421.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

2024 Clark County Transportation Alliance Policy Statement

Aaron Lande, Program and Policy Development Manager, discussed the 2024 Clark County Transportation Alliance Policy Statement.

Public Works Operations Campus Project Update

Jean Singer, Capital Projects Division Manager, discussed the Public Works Operations Campus Project Update.

2023 Comprehensive Plan, Zoning Map and Text Changes

Bryan Snodgrass, Principal Planner, discussed the 2023 Comprehensive Plan, Zoning Map and Text Changes.

Adjournment

9:52 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

The written comments below are those of the submitter alone and are not representative of the views of CVTV or the City of Vancouver, its elected or appointed officials, or its employees.

From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Subject: FW: No Re-zone @15th and 192nd.
Date: Wednesday, October 25, 2023 8:38:44 AM
Attachments: [image.png](#)

From: DeeJ H [REDACTED]
Sent: Tuesday, October 24, 2023 9:34 PM
To: Snodgrass, Bryan <Bryan.Snodgrass@cityofvancouver.us>; Kennedy, Rebecca <Rebecca.Kennedy@cityofvancouver.us>; City of Vancouver Washington General Info <CityInfo@cityofvancouver.us>; Pyle, Zachary <Zachary.Pyle@cityofvancouver.us>; City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>; sarah.fox@cityofvancouver.us
Subject: Re: No Re-zone @15th and 192nd.

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Thank you for your time, I would like these to be part of the public record and for the proposed developer to follow up.

Follow-up to the 15th Street discussion this evening. I believe a refuse lane should be considered by the developer for the traffic turning out of the Complex before the 192nd stoplight before the left turn holding lane. This will allow residents to exit the complex without having to worry about cross traffic and additional accidents (pedestrian, bicycle or otherwise). Additionally, I would like to know what emergency access into the surrounding neighborhoods would look like, are they just gated as I know proposed complex members will park in the adjacent neighborhoods and walk through the emergency access into the proposed complex (current problem in the suburbs of both Tigard and Portland).

This photo is a sample of the small refuse lane off of SE 20th that provides exiting cars a place to hold until traffic clears. Additionally, it allows for a left hand turn into the complex that alleviates through traffic which is not evident in the proposed traffic study along 15th but should be (i.e. turning left into the proposed complex from 15th).



Lastly, the Municipal Code for zoning district considerations, specifically, 20.420.025 better fits under R-18 rather than R-22 as outlined below.

Higher-Density Residential Zone Function and Location Criteria.

A. R-18 (Higher-Density Residential) Zone Location Criteria. The R-18 designation is most appropriate in areas with the following characteristics and relationships to the surrounding area:

1. Areas occupied by a substantial amount of multifamily development, **but where factors such as narrow streets, on-street parking congestion, local traffic congestion, lack of alleys and irregular street patterns restrict local access and circulation and make a lower intensity of development desirable.** (*narrow streets along 15th currently*)
2. **Areas where properties are well-suited to multifamily development, but where adjacent single-family developments or public open space make a transitional scale of development (height and bulk) desirable.** There should be a well-defined edge such as an arterial, open space, change in block pattern, topographic change or other significant feature that provides physical separation from the single-family area. **(This is not a necessary condition where existing moderate-scale multifamily structures have already established the scale relationship with abutting single-family areas).** (*there are not any of these moderate-scale multifamily structures in the surrounding area to establish the scale*)
3. Properties must have access from collector or arterial streets, such that vehicular travel to and from the site is not required to use local access streets through lower-density residential zones. **(this was called out in tonight's public comments with the traffic cutting through WestRidge via 195th from 15th Street).**

Under the current considerations for R-22, this proposed complex doesn't meet any of the considerations under the same municipal code 20.420.025.

Please take these back to Gary Vance of the applicant group Vance Development to address these concerns.

Thank you,
DJ Harriman, PMP

On Tue, Oct 24, 2023 at 11:05 AM DeeJ H <[REDACTED]> wrote:

Good Morning,

I just wanted to add my 2 cents about the rezone. **Not if favor**

The planned development location is already close to a number of high density residential housing alternatives, all located within a mile of each other, or are planned to be available in nearby planned developments (near the transit center and behind Banfield Corporate). It is important to note that every residential complex, both planned and existing, is located inside mixed-use zones or immediately next to commercial zones. The planned apartment complex is encircled by Urban Low Density designated zones on all four sides, which is inappropriate and inconsistent with previous construction precedents for this kind of building.

In addition, there are a number of other possible issues that our community may be concerned about, such as the effect on schools, traffic, noise, and crime, all of which need to be taken into consideration. Our teachers just got through a strike, I see adding this and the number of students that come with it (approx. 90) as a burden to an already fragile ecosystem.

The traffic study alone calls a need for change to 15th that would be needed with the high density flow off of 15th. As of right now the only other place that does that is off of 192 and 20th and that has 2 lanes of traffic allowing for a better flow. 15th is a single lane through-way that already has backups because of the timing of lights at 15th and 192nd.

Lastly, I would be concerned for our local station and police force having to take on additional services potentially increasing the response call time for our local neighborhoods.

Thank you,
DJ Harriman

From: [City of Vancouver - Office of the City Manager](#)
To: [City Council](#)
Cc: [Dollar, Sarah](#)
Subject: FW: No Re-zone @15th and 192nd.
Date: Tuesday, October 24, 2023 12:10:08 PM
Attachments: [image003.png](#)

FYI, this was sent to the CMO inbox.

From: Kennedy, Rebecca <Rebecca.Kennedy@cityofvancouver.us>
Sent: Tuesday, October 24, 2023 11:18 AM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: FW: No Re-zone @15th and 192nd.

Public comment re: the 192nd rezone

Rebecca Kennedy | Deputy Director
Pronouns: She/Her/Hers
CITY OF VANCOUVER, WASHINGTON
Community Development Department (CDD)
M: (360) 624-6070 | **O:** (360) 487-7896
rebecca.kennedy@cityofvancouver.us
www.cityofvancouver.us



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OUR FUTURE 2045

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From: DeeJ H <[REDACTED]>
Sent: Tuesday, October 24, 2023 11:06 AM
To: Snodgrass, Bryan <Bryan.Snodgrass@cityofvancouver.us>; Kennedy, Rebecca <Rebecca.Kennedy@cityofvancouver.us>; Anne.McEnerny-Ogle@cityofvancouver.us; City of Vancouver Washington General Info <CityInfo@cityofvancouver.us>
Subject: No Re-zone @15th and 192nd.

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Good Morning,

I just wanted to add my 2 cents about the rezone. **Not if favor**

The planned development location is already close to a number of high density residential housing alternatives, all located within a mile of each other, or are planned to be available in nearby planned developments (near the transit center and behind Banfield Corporate). It is important to note that every residential complex, both planned and existing, is located inside mixed-use zones or immediately next to commercial zones. The planned apartment complex is encircled by Urban Low Density designated zones on all four sides, which is inappropriate and inconsistent with previous construction precedents for this kind of building.

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Lastly, I would be concerned for our local station and police force having to take on additional services potentially increasing the response call time for our local neighborhoods.

Thank you,
DJ Harriman

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [Dollar, Sarah](#)
Subject: Watch "Israeli Study of Myocarditis In Unvaccinated w/ Dr Peter McCullough & Dr Kelly Victory – Ask Dr Drew" on YouTube
Date: Monday, October 23, 2023 3:44:04 PM

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https://www.youtube.com/live/NTlnaF9nFps?si=cKG_ackj2BujMTO0 .please send to council members and MELNECK. Put on public record and confirm that you did. Thanks from Wynn

From: [Wynn Grcich](#)
To: [Reform Clark County - Rob Anderson](#); [Rebecca Messinger](#); [Dollar, Sarah](#)
Subject: Watch "Global Oncology Alert: Unsettling Trends Post Covid-Booster Shots, A Plea for Pause" on YouTube
Date: Wednesday, October 25, 2023 10:23:55 PM

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<https://youtu.be/jViu40SKeHI?si=1KNx8KnkBeYHvpb4> .please send to council members and MELNECK. Put on public record and confirm that you did. Thanks from Wynn

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [Dollar, Sarah](#); [REDACTED]
Subject: Watch "NO ONE wants the COVID19 Booster | CDC reports 3% Uptake | CDC and FDA have failed America" on YouTube
Date: Friday, October 27, 2023 5:35:28 PM

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<https://youtu.be/kWYE360TK8g?si=F8rMRboneELTGEkZ> .please send this to the councils and MELNECK. Put on public record and confirm that you did.

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [Dollar, Sarah](#)
Subject: FDA issues warning for 26 eyedrops due to risk of infection, blindness
Date: Monday, October 30, 2023 11:35:38 AM

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<https://www.washingtonpost.com/business/2023/10/30/eyedrop-recall-fda-cvs-target-rite-aid-velocity/> send to council members and MELNECK

Put on public record and confirm that you did .thanks from Wynn

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [Dollar, Sarah](#)
Subject: Fwd: COVID-19 Infection and Elevated Risk of Autoimmune and Inflammatory Diseases
Date: Monday, October 30, 2023 12:12:52 PM

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Thanks from Wynn

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

From: Epoch Bright <newsletter@epochtimes.com>
Date: Mon, Oct 30, 2023, 12:02 PM
Subject: COVID-19 Infection and Elevated Risk of Autoimmune and Inflammatory Diseases
To: [REDACTED]

The Epoch Times

October 30, 2023



*Liberty may be endangered by the abuse of liberty, but
also by the abuse of power."*

- James Madison

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By Ellen Wan

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By Naiwen Hu

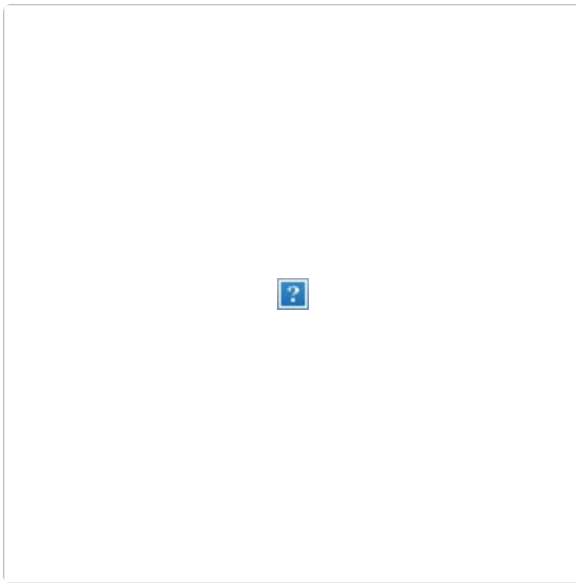
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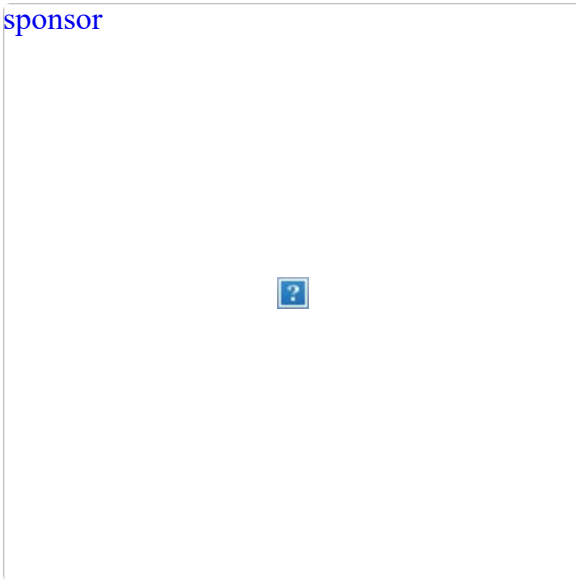
By Michael Wing



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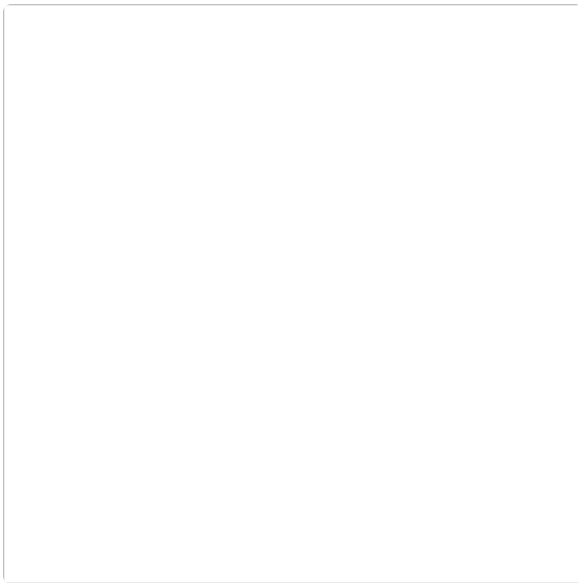
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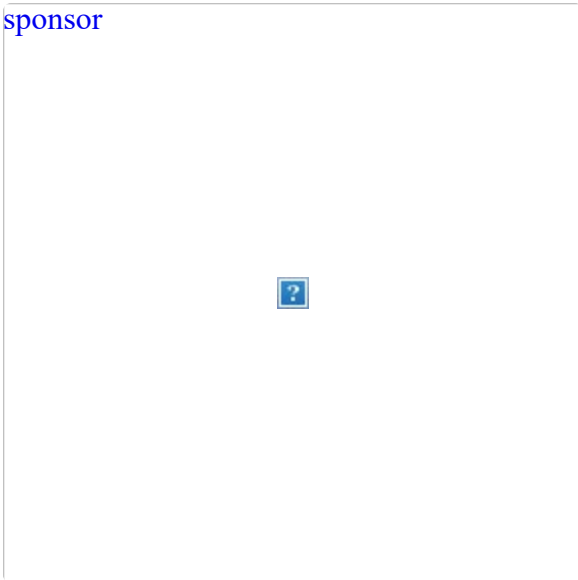
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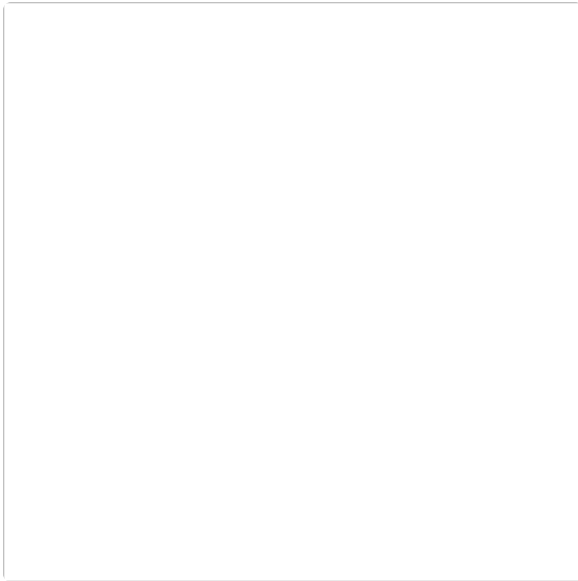
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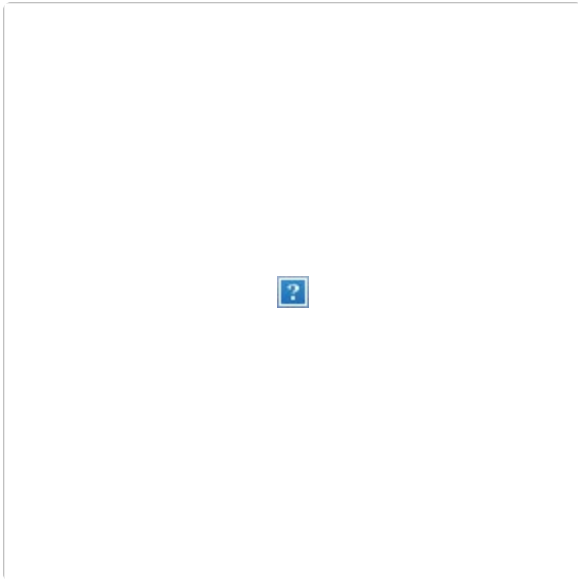
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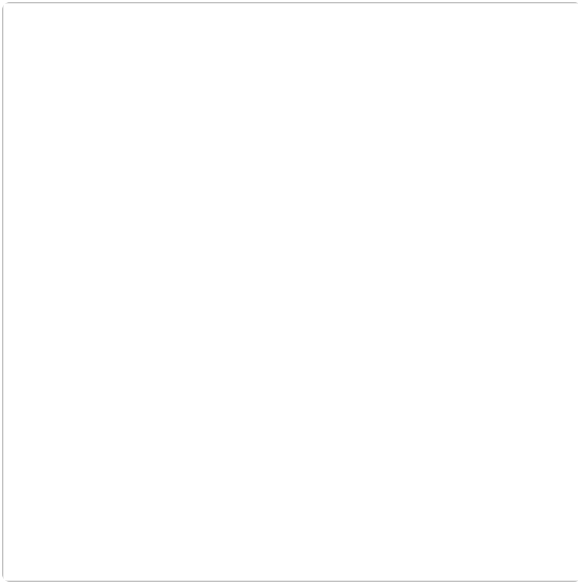


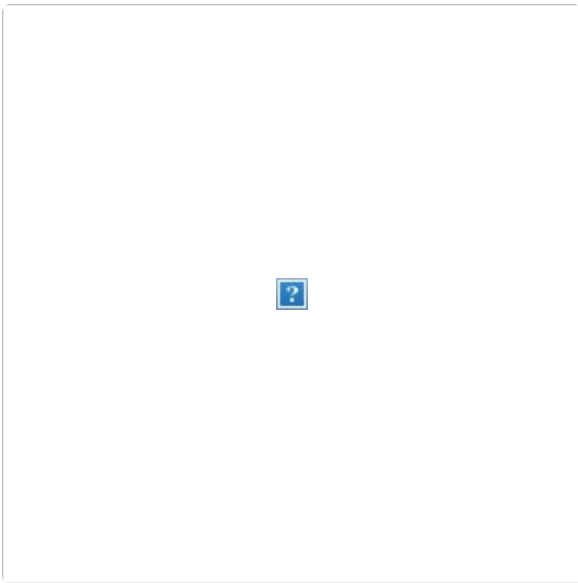
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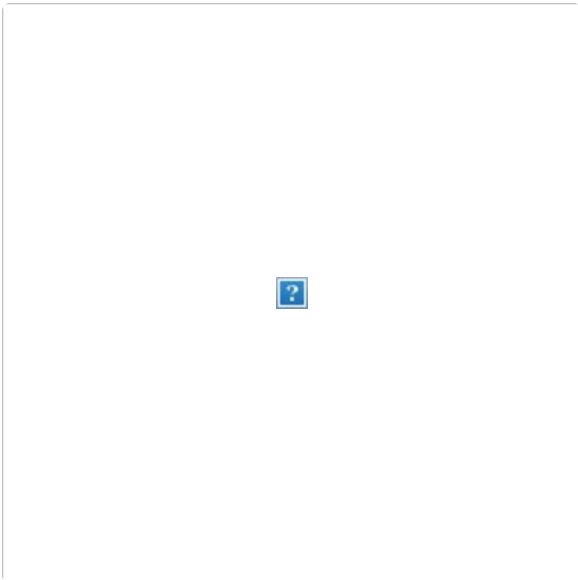
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From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [Dollar, Sarah](#)
Subject: Contaminated jabs
Date: Monday, October 30, 2023 12:31:32 PM

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<https://blogs.mercola.com/sites/vitalvotes/archive/2023/10/19/dna-fragments-found-in-every-vial-of-inspected-covid-jabs.aspx> .please send to council members and MELNECK. Put on public record and confirm that you did. Thanks from Wynn

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [Dollar, Sarah](#)
Subject: FDA approval of poison on food
Date: Monday, October 30, 2023 12:39:50 PM

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Meet Apeel, the New Additive Poisoning Our Produce - Nutrition With Judy
<https://www.nutritionwithjudy.com/meet-apeel>. Send to council members and MELNECK.
Put on public record and confirm that you did. Thanks from Wynn. The health board should have this on their website.

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [Dollar, Sarah](#)
Subject: Watch "Now THIS?! FDA & CDC Issues MEGA WARNING To Americans! What Are They Hiding?" on YouTube
Date: Wednesday, November 1, 2023 9:30:46 AM

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https://youtu.be/MIUyCXT2y3A?si=qPRqlXYt0_1a4dv6 please send to health board, council members and MELNECK. The public should know.put on public record and confirm that you did. THANKS FROM WYNN

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [Dollar, Sarah](#)
Subject: Covid and Gates
Date: Wednesday, November 1, 2023 2:56:24 PM

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https://needtoknow.news/2023/11/son-of-wef-co-founder-says-covid-injection-is-a-bioweapon-and-calls-for-arrests/?__cf_chl_tk=QUoOQjAW1CM3unisIFQ9WmehCbSWdLRbwIuw9SdNIT0-1698875316-0-gaNycGzNDOU .please send to council members and MELNECK. Put on public record and confirm that you did. Thanks from Wynn

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [Dollar, Sarah](#)
Subject: Watch "The Truth About Breast Cancer Everyone Should Know | Dr. McDougall" on YouTube
Date: Thursday, November 2, 2023 11:14:29 PM

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<https://www.youtube.com/live/jUxrK5oblvA?si=9KRgaA4CdzqBJ4T0> .please send to council members and MELNECK. Put on public record and confirm that you did.





Oct 23rd, 2023

STATEMENT TO VANCOUVER CITY COUNCIL

Hello my name is Dmitri Stoyanoff, I live here, in Vancouver WA.

I was a US Marine for 8 years. A Tank Driver with C. Co 4th Tank Bn, Boise, Idaho. I deployed to Ramadi, Iraq in 2005 as a Machine Gunner on a HUMVEE with C. Co. 2nd MP BN. I also deployed as a Combat Engineer to Iraq in 2007-2008 while assigned to 6th Eng Sp Bn, Portland, OR.

Tonight I'm asking this Council for a show of SOLIDARITY with the PALESTINIAN PEOPLE in the following 3 ways:

1. Join the Boycott, Divest and Sanction (BDS) movement to stop funds from supporting the State of Israel and the Israeli Defense Forces. (IDF)
2. Ensuring no Vancouver Police Train with the IDF, as many Police Dept's in American train with them.
3. In addition, I am asking the City Council to Pass a resolution Tonight, requesting the immediate stop to all Military Recruiting in the City of Vancouver and in our Schools until the Palestinians People are in control of their own Food, Water, Shelter, Education, Public Safety, and have freedom of movement.

Tonight I'm asking City Manger Eric Holmes:

Does the City have public funds in Companies, Investments or Pension Funds that give financial support to the State of Israel and the IDF?

Does the Vancouver Police train with the IDF? Are we using public funds to contribute to the ongoing oppression and genocide of Palestine?

Our country has funded the State of Israel for decades.

We helped create the conditions for this ongoing genocide in Palestine.

Therefore it is on us to show SOLIDARITY & SUPPORT with Gaza. It is one of the poorest, youngest, and most densely populated places on earth.

Right Now, the President has sent our Soldiers, Sailors and Marines to the Mediterranean to Send a Message throughout the world:

" you better let the IDF attack Palestine, or else the US will attack you..."

The IDF are bombing and killing Palestinians for RESISTING. And they are using our money and weapons to do it.

One thing the Democrats and Republicans don't want us to know:

RESISTANCE WORKS

RESISTANCE IS WHY:

The Irish People and their many languages still exists today.

Resistance is how Haiti defeated multiple European Empires, and the US.

It's why Indigenous people in America still have land and their native languages and cultures. Resistance is how the Jewish people survived the Holocaust.

So TONIGHT I expect this council to SHOW LEADERSHIP and Resist WITH the Palestinian People. Lead our Community with SOLIDARITY AND SUPPORT for the people of Palestine and their fight for liberation.

There should be no peace in Vancouver for Companies who support Genocide.

No peace for the Military to recruit our children to make money for Defense Contractors

We should Disrupt and Disturb all War Profiteers and those who call for Genocide.

TO: The Clark County Council members and the UN-ELECTED officials and staff.

FROM: Kimberlee Goheen Elbon – Life Citizens of Clark County Washington USA

And ACTIVE PATRIOT fighting The Good Fight for GOD FAMILY COUNTRY.

I will not be attending the meetings of today October, 17 and 18th as I will not have phone service. This letter and following pages are being sent by scanning and I want put on to PUBLIC RECORD.

This council and past presenters always comment about PUBLIC INVOLVEMENT yet it is obvious the way you 'advertise' for Public involvement IS NOT WORKING !!! By design I will add as this council really does not want Public awareness or involvement as proven in past meetings numerous times !!!

You will pass the 11 consent items and three separate business items without The Public – using HARD EARNED TAX DOLLARS and in My opinion, using those millions for inhouse 'management' !!!

You are using the Baker Tilly ass. Which is an INTERNATIONAL business and when The Citizens finally realize They MUST STAND against this and other businesses where they side with the one world takeover and not the CONCERNS of Our Own People and CONSTITUTIONAL businesses not being used !!!

On Consent # 5 – I absolutely against this form of government having any DRONES for any reason. I consider it part of the 'weaponizing' means to rule over The People of Clark County.

This council a year ago denied any ties to the Marxist form of government in the Vancouver City Council yet now have openly admitted to ties in many ways. With that said – this council MUST NOT follow the VCC by not allowing OUR HERITAGE of having the largest PATRIOTIC display of FREEDOM here at Our Fort Vancouver site !!!!!!! You will speak about the past decades of the 'fire works' and pretend to care and will find a way to stop the fire works. This can not happen !!! Maybe you fear riots, vandalism or fires. Let it be known that it is not The Patriots and God

Loving Citizens that are the problem. It is the illegal immigrants of whom some are violent. It's the People that have been actively brain washed to hate those of US who Stand for Freedom. CRIMINAL joe biden said Parents are domestic enemies as an example. He also said that the MAGA People are extremists and domestic terrorists !!! This council MUST NOT ban FIREWORKS or you will piss off this Citizen and I will do everything I can to stop this agenda !!! MAINTAIN OUR HERITAGE at Fort Vancouver Washington USA !!!!!!!

I am going to do everything I can to rally Clark County Citizens and DEMAND that this council and the UN-ELECTED officials and staff SUBMIT RESIGNATIONS or WE MUST REPLACE your positions !!! It might seem to you that I am alone in this but I Believe God Is Working In Mysterious Ways and you all must go. This is not a threat of harm but is a warning to replace all of you.

We THE PEOPLE can not wait for the elections – so get ready for CITIZENS to finally realize They MUST STAND against this tyrannical local government in Clark County including all Cities !!!

Also to mention about the CCC meeting of October 18 – the 'old business' minutes are printed as September 11, 2023. When I tap on that date the minutes of October 11, 2023 minutes pops up – not September 11 !!!

I could go on and on but I'm headed out of town.

The root of all evil is the love of money.

Proverbs 16:18-19 ~ PRIDE goes before destruction and a haughty Spirit before the fall !!! Amen.



Vancouver Public Works Operations Campus Project Update



Jean Singer, PE

Facilities Capital Projects Division Manager
City of Vancouver/General Services



**Workshop
Purpose**



**Policy
Alignment**



**Design
Concepts**

Workshop Purpose per Project Charter

The Public Works New Operations Campus charter outlines City Council's role in this project as engagement on policy alignment and concept development.

Policy Alignment



- Resiliency and Safety
- Environmental Sustainability
- Equity and Inclusion
- Capital Planning/Asset Management

Policy Alignment

Resiliency and Safety

- Programming = Future Growth
- High Performance Design
- Design for continuity of city operations/Emergency Operations Center (EOC)
- Multiple fuel sources

Policy Alignment

Environmental Sustainability

- Meets applicable Climate Action Framework (CAF) targets
- Energy Use Conservation
- 100% Surface Water Infiltration
- Heat Island Reduction: tree preservation, expansion of tree canopy & light-colored pavement

Policy Alignment

Equity and Inclusion

- Design for Belonging approach
- City of Vancouver Equity Plan
- Opportunities with Contractor Selection
- Redevelopment of Existing Operations Center Site

Policy Alignment

Capital Planning/Asset Management

- Project Documentation
- Integrated Design/Construction Team
- Frequent Cost Estimating
- Life Cycle Cost Considerations

DESIGN CONCEPTS



**Efficient and Safe
Flows**

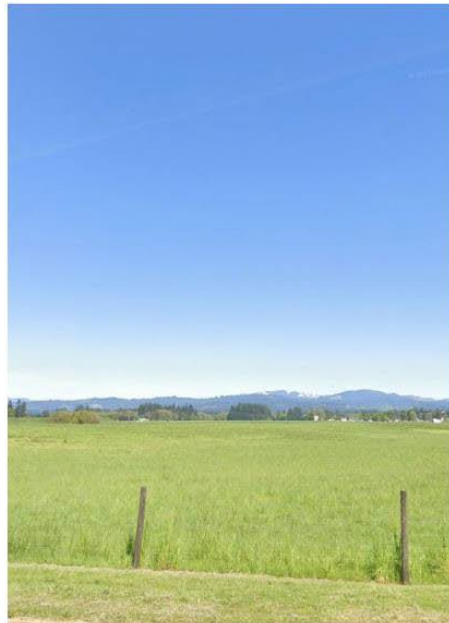
**Modern and
Flexible Service
Performance**

**Balance of Natural
Environment with
Industrial Utilization**



INSPIRATION

INTERPRETING VANCOUVER THROUGH
ARCHITECTURAL DESIGN



Design Influencers:

City Along the Columbia River
Lowland Prairies
Pacific Northwest

Design Goals:

Community Asset
Employee Comfort
Practical, Flexible
Innovative
Permanent, Durable
Resilient
Highly Functional

Design Attitude:

Good Neighbor
Supportive, Quiet
Timeless
Good Steward
Civic/ Industrial Architecture
Rugged yet Refined



Site layout and Circulation



AERIAL VIEW FROM NE 94TH AVE



The public entry plaza celebrates local landforms, including the iconic Columbia River: its shape as it flows through the city is represented in the paving.

VIEW BETWEEN BUILDINGS A&B



Sky bridges join buildings together to promote efficient, safe circulation, collaboration, and a culture of transparency.



Vertical strip windows aligned with panel joints create a sense of order and connection while inviting natural light into the interior.

Public Works Operations Campus: Virtual Tour

Thank You

To learn more, visit [Future Public Works Operations Campus -The City of Vancouver, WA](#)



MEMORANDUM

DATE: December 11, 2023

TO: Anne McEnery-Ogle, Mayor
City Council

FROM: Eric J. Holmes, City Manager
Lon Pluckhahn, Deputy City Manager/Interim Public Works Director

RE: **New Public Works Operations Campus Update – 30% Design**

CC: Lisa Brandl, Deputy City Manager
Geraldene Moyle, General Services Director
Tim Buck, Public Works Operations Manager
Jean Singer, Facilities Capital Projects Division Manager

The Public Works New Operations Campus charter outlines City Council's role in the project development as having the responsibility to provide policy direction and authority. The charter targets engagement with City Council on project alignment with policy charter through concepts, Level of Service, and cost/benefit evaluations as well as approval of concepts and Level of Service, Funding/ Financing, and oversight of community engagement. This memorandum provides the current project overview of: Level of Service, Alignment with Policy Direction and 30% Concept Design.

PROJECT LEVEL OF SERVICE:

The approach to analysis and determination of the level of service which can be provided from the new Public Works Operations Campus site was provided in the November 6, 2023 update memorandum. Below is a summary of that information.

The programmatic review took to balance an approach for unknowns of timelines and long-term service needs with the immediate action of designing a new campus. The final analysis yielded that, at a future full build out, this site could accommodate the anticipated maximum number of staff, vehicles, equipment, and materials to provide the full suite of Public Works services to the existing water/sewer utility boundary. **The ultimate service level is split into 2 phases given the anticipated amount of funding available for the current project.**

Current Project Scope (Phase 1) - All divisions of Public Works operations, maintenance, program management, fleet services, the facilities division of General Services, that are currently collocated at the existing center on Mill Plain Blvd, as well as fire fleet, are programmed to relocate to the new site. As of 2023, a total of 429 staff and 553 operations vehicles are included in the base program. There are 5 main buildings: Administration Buildings A and B, Building C: trade shops, turnout rooms and enclosed vehicle storage, Building D: Warehouse, and Building E: Fleet Services. Bulk material storage, decant facilities, brine operations, fuel/wash stations and fleet parking complete the campus programming.

Possible Future Phase 2 – This could include the addition of the Public Works divisions of administration, transportation, engineering, and construction services at the new location. The fleet services building is also

structured to accommodate an expansion to service a larger city fleet. The full build out on site could accommodate a total of 556 staff, based on current design assumptions and building/site development code requirements.

See APPENDIX A Program Summary

ALIGNMENT WITH POLICY DIRECTION:

The project charter tasks the project design to align strategic policy initiatives with implementation of goals established for four focus areas: resiliency and safety; environmental sustainability; equity and inclusion; capital planning, asset management, and financial policies.

1) Resiliency and Safety – All of the project goals for resilience and safety have been reflected in the programmatic work completed to date.

The facility is being designed to withstand weather and seismic challenges to function as an Emergency Operation Center. All occupied spaces, enclosed and canopy-covered vehicle parking, warehouse and fleet mechanic service facilities are being designed to high levels of life safety and collapse prevention. Risk category IV criteria as defined by the IBC will be implemented, which requires the design to accommodate immediate occupancy as well as life safety egress/exiting standards in accordance with maximum considered earthquake. Ground improvements are also programmed to mitigate any potential liquefaction. The facility has accommodations for 24-hour on-site functionality. The campus will have a generator and benefits from electrical service connections from multiple sub stations.

See APPENDIX B Design for Resilience

2) Environmental Sustainability - The project goals, and the essential services which the Public Works department provides for the community, are in alignment with the adopted CAF targets and applicable actions.

Design features that provide high levels of sustainability include:

- LEED Gold or equivalent, as applicable
- Preservation of existing trees; development of a mature tree canopy
- Stormwater retention, treatment, and infiltration completely on site
- Net Zero Ready & Photovoltaics
- Low EUIs & Reduced Energy usage
- High-efficiency Systems Selection
- Design for Electric Vehicles
- Building Orientation and Daylighting

Throughout the design process, we have looked at other leading facilities across the region and nation, including the Madison WI facility recently noted at Council. The concept design of our campus is on par with top tier facilities. We will continue to pursue LEED Gold or equivalent for the campus as design progresses, which is expected to be supported by the GC/CM procurement strategy.

See APPENDIX C Climate Action Framework Alignment

3) Equity and Inclusion – the project charter goals have an external focus which will be addressed further in the project. Creation of a community outreach plan; approaches to future customer service and contractor outreach for engagement of small and diverse businesses have been a part of the project development to date. The concept design has been intentional to develop a culture of engagement with a lens on the future workforce and creation of a facility which is welcoming and supportive of diverse building users. Design targets include a

healthy workplace, removing historic social barriers and providing a variety of work environments as opportunities for success.

See APPENDIX D Design for Equity

4)Capital Planning – In these early stages of schematic design approaches to large building systems, equipment and overall design have included documenting benefits and life cycle cost discussions. Cost estimation has been frequent and modeled based on current market conditions and future trends. This market analysis has help guide design decisions for consideration of different construction materials and building systems.

30% CONCEPT DESIGN

Below is a summary of the design steps and processes completed to date.

Programming: The schematic design development expands on the programmatic efforts that determined work flows, processes, number of staff/equipment/vehicles for future, equipment requirements and size/maneuverability, material storage, and support systems of program areas.

Conceptual Design and Site Planning: The team worked at establishing essential program criteria for space sizing, including floor area, minimum clear height, adjacencies with other functions and spaces, equipment considerations, vehicle inventory, and staffing projections to create a preliminary space program. The largest consideration for space requirements at the new Public Works Operations Campus is the area needed to park and circulate large vehicles and equipment, both the existing inventory and future fleet, due to street access only along one property boundary.

Key Criteria for Evaluating Site Alternatives:

- Vehicle parking accommodation (City-owned vehicles and employee parking)
- Program area accommodation and preferred program adjacencies
- Operational workflow including vehicle access and circulation and employee pedestrian circulation
- Reduced impact of noise, dust, smells for neighboring properties
- Environmental considerations including prevailing wind direction and solar orientation
- Maximized tree canopy
- Avoidance of landfill liner and maintaining the required on-site landfill monitoring system
- Egress only available along one property boundary – NE 94th Avenue

Only one site plan alternative met all the criteria.

Each successive design phase produces a greater level of detail for the facility. At this point in the design Massing of Buildings, Adjacencies, Initial Floor Plans, Selection of Building and Site Improvement Systems, Design Inspirations, and Exterior Design Concepts have been completed. Site explorations were completed over the last year as part of the understanding of site constraints and opportunities.

The next steps in the design are to begin regulatory permitting processes and interior designs.

See APPENDIX E Design Process and APPENDIX F Site Plan and Renderings

Staff contact: Jean Singer, Facilities Capital Projects Division Manager Jean.Singer@cityofvancouver.us

APPENDIX A – Program Summary

APPENDIX B – Design for Resilience

APPENDIX C – Climate Action Framework Alignment

APPENDIX D – Design for Equity

APPENDIX E – Design Process

APPENDIX F – Site Plan and Renderings

The table below summarizes confirmed staffing levels for each division or work group that will be accommodated at the new facility. As space programming work was in development, the City was concurrently finalizing staffing level changes across all Public Works groups.

Table 1.1 SUMMARY OF STAFF

Department/Work Group	Existing Staffing Levels 2020	Projected Staffing Levels Base Program	Projected Staffing Levels Future Build Out
Utilities Administration	30	40	40
Operations Administration	9	13	13
Streets & Transportation	61	118	118
Water	39	41	41
Grounds	23	28	28
Greenway	20	35	35
Surface Water	24	36	36
Wastewater	32	43	43
Warehouse	6	8	8
Fleet Services	26	39	39
Facilities Maintenance	12	28	28
Construction Services	29	Not Included	56
Finance & Asset Management	14	Not Included	13
Marine Park	42	Not included	58
Totals	367	429	555

Table 1.2 SUMMARY OF VEHICLE & EQUIPMENT PARKING

Vehicle/Equipment Parking Space Size	Enclosed / Heated	Canopy Covered*	Open	Total
Extra Large (14x45)	22	5	8	35
Large (12x40)	33	31	71	135
Medium (10x20)	13	26	200	239
Small	9	84	51	144
Total	77	146	330	553
Employee Parking	-	-	379	379
Visitor Parking	-	-	29	29

City of Vancouver Public Works Operations Center

- **Buildings A & B – Admin & Office, Crew spaces, Shops**
 - 2 stories, 39,400 square feet first floor enclosed space, 56,480 square feet second floor enclosed space, and 31,000 square feet canopy cover
 - Includes Public lobby area, Office and Crew areas, Shops, Enclosed parking, and Canopy covered parking
 - Occupancies: A-2, A-3, B, F-1, S-1, S-2; Construction Type: II-B
- **Building C – Crew spaces, Shops**
 - 1 story, 39,080 square feet enclosed space and 1,745 square feet canopy cover
 - Includes Crew areas, Shops, Enclosed parking, Canopy covered parking
 - Occupancies: B, F-1, H, S-1, S-2; Construction Type: II-B
- **Building D – Warehouse, Shops**
 - 1 story, 20,205 square feet enclosed space and 8,735 square feet canopy cover
 - Includes Warehouse storage and office, Shops
 - Occupancies: A-3, B, F-1, S-1, S-2; Construction Type: II-B
- **Building E – Fleet Services**
 - 1 story, 49,980 square feet enclosed space and 5,180 square feet canopy cover
 - Includes (18) Repair bays, Office and Crew areas, Shops, Chassis wash
 - Occupancies: A-3, B-, S-1; Construction Type: II-B
- **Building F – Fuel building**
 - 1 story, 400 square feet enclosed space and 3,785 square feet canopy cover
 - Includes (4) Fueling lanes
 - Occupancies: S-1; Construction Type: II-B
- **Building G – Wash building**
 - 1 story, 430 square feet enclosed space and 5,460 square feet canopy cover
 - Includes (4) Wash bays
 - Occupancies: S-1; Construction Type: II-B
- **Building H – Bulk storage**
 - 8,800 square feet canopy cover
 - Includes Brine operations, Decant station, Canopy covered bulk storage
 - Occupancies: S-1, S-2; Construction Type: II-B
- **Building I – Chemical mixing**
 - 1 story, 2,315 square feet enclosed space and 3,640 square feet canopy cover
 - Includes Chemical wash and mixing, Chemical storage
 - Occupancies: S-1; Construction Type: II-B
- **Buildings J & K – Covered parking**
 - 11,365 square feet canopy cover
 - Includes Canopy covered parking
 - Occupancies: S-1; Construction Type: II-B

Program and Staffing Summary

As of 2023, a total of 428 projected staff are included in the base program, and a planned future expansion of the project would include a total of 555 projected staff. Discussions regarding future growth and staffing changes due to annexation are ongoing.

Based on the City's established staffing levels, vehicle and equipment inventory, and programming sessions with each division, the design team prepared a comprehensive Program organized by department and space type. The Program also provides the required quantities of crew and administrative staff lockers and workstations, based on an employee's work functions.

Existing Operational Deficiencies

Vancouver's Public Works Department currently operates from multiple locations including Vancouver Public Works Center at 4711 East 4th Plain Boulevard, the Vancouver Fire Department Vehicle Maintenance Facility at 7110 NE 63rd Street, the English Pit Facility at 912 NE 192nd Avenue, and the Water Production Shops at Water Station #1, Water Station #4, and the Bagley Fabrication Shop at 4405 Plomondon. The new Vancouver Public Works Operations Center will consolidate these operations at one facility.

There are numerous operational deficiencies at these existing facilities, and below is a summary of the deficiencies that need to be addressed at the new facility. Note that these are representative examples and are not intended to be a comprehensive list of all deficiencies.

Operational Efficiency

- Operations are split between multiple sites creating significant operational inefficiencies. Consolidation to one site will also improve communications.
- Separation of related functions across the site results in more time than necessary to perform simple tasks. Related functions should be in close proximity to reduce pedestrian and vehicle travel. For example, the sign shop is across the street from sign storage when they should be adjacent.
- Vehicle traffic flow is not well organized, with functions split on both sides of General Anderson.
- Most of the facilities do not meet ADA requirements.

Crew Areas

- Crew meeting spaces are inadequately sized and equipped.
- Dry locker space is inadequate. Wet locker space is inadequate or non-existent and not conveniently located.
- Shower facilities are inadequate and not conveniently located.
- Break areas and collaboration spaces are inadequate or non-existent.

Vehicle Parking

- Vehicle circulation lanes are not clearly delineated and are not wide enough to safely accommodate turning movements of large vehicles or trailered equipment.
- Parking spaces are not adequately sized to safely accommodate vehicles and equipment.
- Access to enclosed / heated and canopy covered parking spaces is inadequate.
- Not all parking spaces are paved or adequately drained.

Shops / Storage

- Almost all shops are undersized. Shops do not provide adequate circulation space around equipment to be safely operated.
- Access to many shops is not adequate, either doors too small or shops being at dock level.
- Utilities (electrical and compressed air) in the shops are not adequate or are non-existent.

Vehicle Maintenance

- Vehicle Maintenance is split between two sites, which requires duplicate support spaces such as mechanic spaces, restrooms, tire shops, lube/compressor rooms, and parts storerooms. Split facilities do not allow for efficient or flexible use of staff.
- Repair bays are not appropriately sized (length or width) to accommodate the range of vehicles in the city fleet. For example, there are no bays sized to accommodate the city's ladder trucks.
- Crane coverage over repair bays is inadequate or non-existent.
- Lube pumps and air compressors are not acoustically separated from adjacent workspaces.
- Parts storage space is inadequate at both facilities.
- Wash facilities are very inadequate and have no lifting capability.
- Tire storage is inadequate and located in multiple containers on-site.
- Circulation within the maintenance facility is inadequate and not clearly marked.

Warehouse

- Warehouse space is inadequate resulting in parts and materials being stored in numerous places across the site. Consolidating into one space will improve inventory control.
- The Warehouse operates as an open warehouse and is not secure.
- Easy access to the Warehouse is not equal for all groups.
- Many items are stored outdoors and should be canopy covered.
- Physical archives are on the Warehouse mezzanine without ADA access and must be accessed through the Warehouse. Physical archives should be converted to digital format as much as possible to reduce space requirements and improve retrieval time while increasing security.
- The Warehouse floor is elevated with truck docks on each side making access difficult and often unsafe.

Bulk Material Storage

- Bulk material bins are not properly covered where necessary.
- Truck and loader access drives in front of the material bins are too narrow.
- Bulk material bins are located throughout the site, creating dusty and unsafe conditions.

Fuel and Wash

- The fueling facility requires two-way traffic (unsafe) and does not provide an adequate number of fueling positions to efficiently accommodate fueling multiple vehicles simultaneously. The fueling facility does not have adequate vehicle circulation or queueing space.
- All wash facilities are outdoor and should be canopy covered.
- Vehicle circulation to and from wash facilities is not adequate.
- No provisions are made in the wash facilities to safely wash tall vehicles. There are no splash walls to contain overspray from surrounding areas.
- Lighting in the wash facilities is inadequate.

Chemical Storage / Mixing

- Chemical storage and mixing is inadequate and inappropriately located in several places around the site.

SCADA Room

- The control room is in a high traffic area and is not secure.
- Monitoring equipment is outdated and does not have redundant fiber optic connections.

Public Interaction

- There is no clear entry for customers, or appropriate area to interact with customers.

- There is no drive-through drop-off area for making Utility payments.

Safety & Security

- Employee, visitor, and city vehicle traffic is intermingled and should be separated.
- Entry to all areas of the site is open to anyone during the day and is not secure.
- Pedestrian circulation paths are not clearly delineated anywhere on the site.
- Site lighting is inadequate.

DESIGN FOR RESILIENCE

Aligned with the City of Vancouver's *Climate Action Framework*, resilience and the ability to maintain operations in the face of an emergency event is a high priority. The Public Works Operations Center is being designed to withstand additional weather or seismic challenges, and in addition, will function as an Emergency Operation Center in the event of a local natural disaster. All occupied spaces, enclosed and canopy-covered vehicle parking, warehouse and fleet mechanic service facilities are being designed to a high level of life safety and collapse prevention.

Risk category IV criteria as defined by the IBC will be implemented, which requires the design to accommodate immediate occupancy under a design-level earthquake ($\frac{2}{3}$ of maximum considered earthquake) as well as life safety egress/exiting standards in accordance with maximum considered earthquake.

During the Schematic Design phase, building, systems and site design will be further explored, including:

- Evaluating mechanically attached architectural features and appurtenances such as sunshades and canopies for appropriate seismic strength and ductility.
- Determining Fuel & Wash building requirements to meet elevated criteria
- Researching the requirements of the City's building insurance policy as it relates to risk category design
- Exploring additional topics such as flood event design to 500-year storm criteria and power redundancy

CAF Crosswalk
Overview

Equity & Green Economy	Buildings & Energy	Transportation & Land Use	Natural Systems & Water Resources	Solid Waste & Wastewater	City Governance
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Public Works' Essential Services

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Project Environmental Sustainability Goals

Align with City of Vancouver Climate Action Framework and Green Building Policy						
Design for Carbon Neutral: develop plan and target date for campus-wide carbon neutrality based on operations and available cost-effective technology						
Renewable Energy: design + install photovoltaic (PV) renewable on-site power energy, and plan for expansion of PV system in future						
Design for Energy Efficiency: set reduced EUI targets for project, and select high-efficiency HVAC systems, lighting, and building envelopes						
Design for Resilience: include back-up power on-site with low carbon fuel, plan for EOC function in emergencies						
Right-sized Parking: review staff, visitor, and city fleet parking quantities for short-term and long-term operations						
Design for Electric Vehicles: provide 25% EV-charging for staff and visitor parking, and EV-charging for City fleet parking						
Design for Alternative Transportation: provide infrastructure to encourage pedestrian, biking, and public transit use						
Enhanced Tree Canopy: provide 15% tree canopy on-site per City TreeCAP program						
Ecosystem Resilience: design landscapes using native, drought-tolerant, resilient, and/or habitat plantings						
Mitigate heat island effect on-site						
Design for Water Efficiency: utilize high-efficiency fixtures, and reuse rainwater and process water on-site						
Waste Management: meet City requirements regarding composting + recycling, plan for reduced pollution and waste during construction						
Design for the Future: implement Design for Disassembly principles in design and material selection						
Partner with Utilities for shared sustainable practices						
Update equipment + systems per current standards and best practices during cyclical renewals						

Redevelopment of existing Operations Center sites

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CAF Crosswalk Detail

Equity & Green Economy			Buildings & Energy		Transportation & Land Use			Natural Systems & Water Resources			Solid Waste & Wastewater		City Governance
EQ-1	EQ-2	EQ-3	BE-1	BE-2	TLU-1	TLU-2	TLU-3	NS-1	NS-2	NS-3	SW-1	SW-2	GOV-1

Public Works' Essential Services

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Project Elements

Planning for Carbon Neutral by 2040													
Energy performance 15% below Washington State Clean Building Act													
Installed Photovoltaics upfront, with additional PV-ready area for future Carbon neutrality													
All-electric and natural gas-free													
Compliance with Vancouver Green Building Policy (includes efficient HVAC and lighting, Dark Skies lighting)													
Planning for Resilience with back-up power with low-carbon fuel on-site													
New EOC center for City response													
Right-sizing staff and city fleet parking													
Providing lighting and infrastructure for walking, biking, and future transit													
Providing bicycle facilities including long-term and e-bike parking on-site													
Reviewing commute and telework options as part of relocation													
25% on-site EV charging for Staff and City fleet parking													
Native, resilient, and drought-tolerant plantings													
Pollinator habitat and/or carbon-sequestering plantings													
15% Tree Canopy on-site (above % required for light industrial)													
Existing significant trees on-site to be preserved or relocated, based on existing tree assessment													
Mitigating heat island mitigation as feasible (tree canopy, cool roofing + pavement, canopy cover)													
Including high-efficiency water fixtures													
Stormwater infiltration and management on-site													
Rainwater capture for reuse on-site as feasible													
Meeting Vancouver recycling and composting requirements													
Incorporating local & recycled materials and aligning with Design for Disassembly principles as feasible													
Documenting alignment with CAF													
Meeting Vancouver environmental purchasing policy (EPP)													

DESIGN FOR DIVERSITY, EQUITY, & INCLUSION

The City of Vancouver has created a Diversity, Equity & Inclusion Plan that is influencing the process and design of their new Public Works Operations Center.

A DEI-focused branch of the project's Interior Environments group, comprised of members from the City, Public Works and TCF Architecture met in November of 2022 to discuss opportunities for creating a facility that is welcoming and supportive of diverse building-user groups. From the City's **DEI Plan**, the project can meet DEI goals in the following ways:

1. COV creates, develop, and supports a culture that values and advances DEI.

1.2 DEI common language – Create an COV centric DEI terms and definition. This guide will also include DEI terms to avoid and/or outdated.

Response: All members of the Design Team (TCF Architecture + consultants) will be made aware of those DEI terms that are appropriate to use in meetings held both in-house and with Public Works and City staff.

Response: At consultant kick-off meetings all members of the Design Team will be educated on the DEI goals being targeted, to collaborate on realizing a project that is welcoming and accessible to all.

1.5 Employee resources groups - Create and convene Employee Resources Groups that focus on underrepresented employees within career fields and/or departments.

Optional Response: Provide a Public Works (or City-wide) job application station inside the Customer Lobby. Design the station to be aesthetically welcoming and physically accessible. Provide accommodations for those needing assistance by locating it near the Customer Service counter.

1.6 Restorative practices – Development a system/model to strengthen relationships between individuals, reduce bias incidents and conflict.

Response: Embrace and produce a working climate that is less siloed and more collaborative. Create spaces that encourage dialogue and the exchange of ideas through both formal and casual gathering places. When possible, create meeting rooms more square in shape, to lessen an implied hierarchy and equally welcome ideas from around the table or through the video conferencing monitors.

1.7 Celebrate cultural difference - Create an inclusive organizational culture where difference is celebrated; DEI learning and adaptation are prioritized. Develop citywide avenues to recognize and celebrate cultural difference.

Response A: In drawings and renderings, TCF will insert scale figures so that the heights and massing of spaces and other design elements can be understood by all viewers.

Response B: In photo-real images of the project created to communicate design intent, TCF will use entourage people depicting a variety of multicultural backgrounds, physical characteristics and physical impairments.

Response C: Environmental graphics such as art and photography installed within the building in public and staff spaces will celebrate cultural differences of Public Works employees and the entire Vancouver region. Any historical references to the first people of the area will not inaccurately imply that the original inhabitants of the area were white.

2. COV hiring practices, workforce and careers reflect the diversity of the community across the range and depth of the organization.

2.2 Pre-employment career development – Development, implement and invest in a diverse and equitable talent pool by formalizing robust internship, fellowship, pre- DRAFT Diversity, Equity & Inclusion Plan 2022 – 2025 11 City of Vancouver, WA apprenticeship, and apprenticeship program(s), and provide opportunity towards permanent employment.

2.3 Recruitment - Strengthen recruitment strategies to attract and cultivate diverse candidates at all levels of the City and departments.

Response: Buildings on the new operations campus will incorporate spaces that facilitate apprenticeship and support training and on-going learning. Recruitment efforts will target a more diverse workforce.

3. COV community views the City as an equitable and inclusive governmental organization that engages all communities.

3.1 Tracking engagement - Demonstrate that participants and community engagement reflect the demographics of the communities served by the program, service, and/or project to support equitable delivery of programs, services and/or projects.

Optional Response: Design Team will conduct a “Post Occupancy Evaluation” of the new Vancouver Public Works Operations Campus at approximately 2-4 years after move-in to study what was done well and what could have been improved upon in the area of DEI. This evaluation will inform the Design Team as they create work for future clients to advance issues of diversity, equity and inclusion throughout all sectors of society.

3.2 Inclusive outreach and engagement – Convene the development of DEI best practices for outreach and engagement. Prepare introductory workshop on inclusive outreach and engagement for employees that routinely engage with the public. Develop a curriculum that includes materials and instruction for ongoing training in engagement methods and meeting facilitation skills for appropriate staff.

Response: Any TCF or consultant-led community engagement will follow the principles outlined in the *American Institute of Architect’s AIA Guide for Equitable Practice/Community Engagement*. Some examples include:

- Speaking and producing graphics that use vocabulary that is understandable to the lay person. This includes avoiding the use of technical acronyms or “archi-speak” (flowery, design-related words that are unfamiliar to most people). Text appearing in documents for public distribution will target a 6th-grade reading level.
- Helping build consensus by being comfortable with dissenting opinions and working to mitigate conflict.
- Being respectful of the staff and residents, and curious about the region. Doing research to have an understanding of the history of the community.
- Listening patiently to wide-ranging perspectives and being empathetic to community needs.
- Admitting to mistakes and being humble in all interactions with staff and the community.

3.3 Language Access Action Plan – Development of a systematic approach for addressing translation and interpretation needs of community members. The plan will include strategies to communicate through traditional and non-traditional methods in regular communications and emergency situations; priorities for implementation; and methods for ongoing assessment and adaptation as community needs change.

Response A: Utilize closed-captioning text in all locations on campus in which TV monitors are provided, or where public meetings take place. This complies with RCW 49.60 for accessibility.

Optional Additional Response: Provide multi-lingual public wayfinding signage in places like the Lobby and Public Meeting Rooms.

From the TCF *Design for Belonging* Toolkit, both above responses provide opportunity for “collateral wins”; design moves that benefit a variety of people - ranging from those who require a particular accommodation, to building-users who casually benefit from an enhancement. For example, while closed-captioning allows a hearing impaired person to understand what is being verbally expressed on a TV monitor, it also aides a child or adult who is just learning to read. Likewise, providing multi-lingual signage helps those in which English is not their first language but is also welcomed by fluent English readers who are studying a new language.

3.4 Historically underrepresented and underserved communities - Develop a systematic approach for connecting historically underrepresented and under-served communities participate in all City services and opportunities. Foster a deeper understanding of the original inhabitants of the City’s region to guide decisions and operations.

Response: Provide spaces for staff with unique permanent or temporary needs – such as Quiet Rooms for nursing mothers. Make these spaces comfortable and sanitary and provide secure storage and refrigeration. If possible, exceed the code minimum of one room for nursing mothers per floor, for improved accessibility and ease of scheduling a room.

3.7 Past Harm – Research and acknowledge past governmental harm and systematic barriers at the City and County level. Implement ways to own, honor and create new opportunities to create trust within communities.

Response: Own, honor and educate via art graphics in public and staff spaces to help build understanding and trust. Under-represented groups in the Vancouver area include the BIPOC community, those with other disabilities in addition to the mobility impaired, groups under the age of 18, LGBTQ and gender queer people, renters, low-income groups, and those who rely on public transportation.

VISION & GOALS FOR THE NEW OPERATIONS CENTER

PROJECT VISION

Building a more accessible, sustainable, resilient operations center to serve the current & future City of Vancouver

Resilience & Safety | Environmental Sustainability | Equity & Inclusion | Business Case Economics

VALUES

Align Project Level Goals with broader City of Vancouver Goals, Policies, & Values



Solving Problems Across all Categories

Better defining of criteria, goals, & metrics leads to greater understanding & response by the Design Team, which results in more successful design solutions

OPERATIONAL

*A Culture of
Operational Excellence
Resilience & Safety*

Safe + Efficient Workflow

Reduce / Eliminate Barriers to the Workday

Increase communication and collaboration
within and between work groups

Reduce / Eliminate duplicative activities

Create safe pedestrian flow patterns

Create safe vehicle flow patterns

Create safe materials handling methods

Create safe hazardous materials management

Provide healthy work environments (air / water)

Provide safe, secure, and welcoming service for
outside customers

Operational Resilience

Provide for quick recovery and performance
during and after major events

Provide Electrical System Redundancy

Create Emergency Operation Capabilities for
the community

SOCIAL

*A Culture of
Professionalism
Equity + Inclusion*

Employee Engagement

Create genuine and meaningful opportunities
for employee engagement

Foster a healthy and professional
workplace culture

Remove / eliminate real or perceived social
barriers

Encourage personal well-being of all employees

Provide a variety of work environments and
opportunities for success of future workforces

ECONOMICS

*A Culture of
Economic Responsibility*

Budget & Life Cycle Business Case Analysis

Establish a comprehensive project budget
through a process of beneficial business cases

Evaluate life cycle costs for business case
decisions

Align budget under City policies and goals

Minimize long term maintenance and
operational costs

Reduce costs for unnecessary redundancy in
materials, tools and equipment if operational
flow and efficiency can be maintained or even
improved

ENVIRONMENTAL

*A Culture of
Environmental Stewardship*

Sustainability

Advance City-wide goals for energy
conservation

Demonstrate advancement towards City-wide
goals stated in their Climate Action Framework:

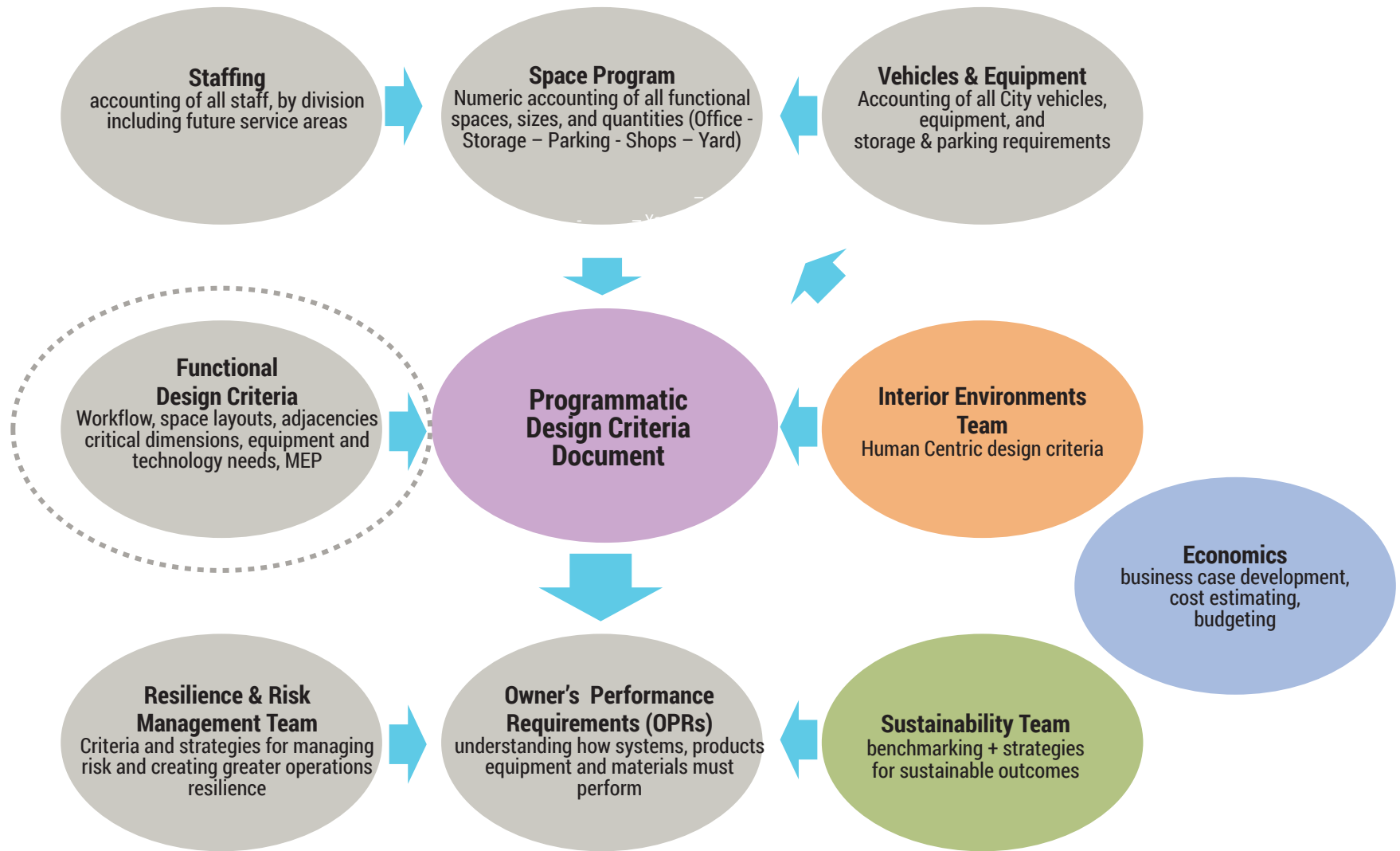
Reduce energy consumption

Expand tree canopy

Reduce heat island

Infiltrate stormwater on-site

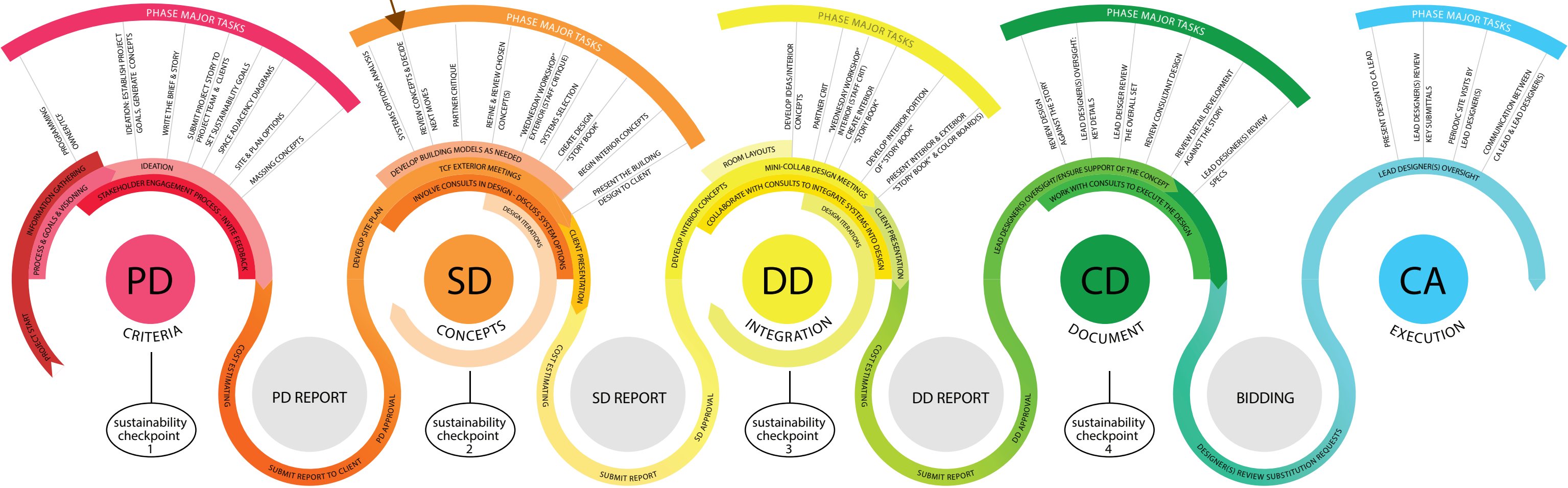
Strategies + Process + Tools for achieving *Quadruple Bottom Line* success



THE DESIGN PROCESS

The Predesign through Project Occupancy Design Process:
Anything but linear, the design process requires all team members to work collaboratively to navigate every aspect of the project, from programming through regulatory requirements.

We are here as of 12/2023





VIEW OF BUILDING A FROM PLAZA



The base of the structure combines stone veneer with concrete block to convey a sense of strength, utility, and longevity. Floating above the base, the upper level is clad in light-toned wood siding, to exude a sense of warmth and connection to the Pacific Northwest.

VIEW OF BUILDING A TOWARD STAFF ENTRY



Dark metal accents add a machined quality to the design, reflecting the facility's industrial nature.

VIEW BETWEEN BUILDINGS A&B



Sky bridges join buildings together to promote efficient, safe circulation, collaboration, and a culture of transparency.

VIEW FROM NE 94TH AVE



Viewed from 94th Avenue, the architecture expresses a welcoming and forward-looking confidence within a natural setting of trees.

AERIAL VIEW FROM NE 94TH AVE



The public entry plaza celebrates local landforms, including the iconic Columbia River: its shape as it flows through the city is represented in the paving.

VIEW OF WAREHOUSE



Clear sealed concrete walls are naturally beautiful, versatile and durable.

VIEW OF FLEET



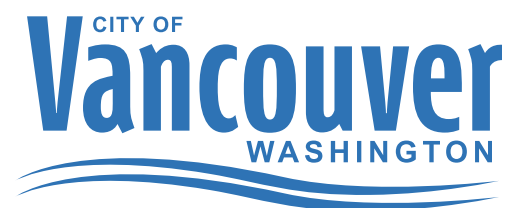
Vertical strip windows aligned with panel joints create a sense of order and connection while inviting natural light into the interior.

Public Works

OPERATIONS CAMPUS



Progress and Essential Service
Contributions Toward Vancouver's
Climate Action Framework





Buildings & Energy

Strategies

- Increase use and storage of renewable energy while reducing consumption.
- Decarbonize homes, businesses, and other buildings.

Actions

- Action #5: 100% renewable energy for municipal buildings
- Action #6: Natural gas demand management
- Action #7: Green building policy (public sector)
- Action #9: Resilient energy grid
- Action #10: Municipal energy and water savings

Project Approach

- Meet the requirement for energy use 15% below WA Clean Buildings Act
- Meet the applicable criteria of Clean Buildings Performance Standard
- Anticipated Green Building policy strategies currently incorporated into the project include energy efficient HVAC systems, drought-tolerant plantings, energy efficient lighting, Dark Skies compliant lighting and on-site renewable energy generation.
- Design for resiliency includes backup power on-site with lower carbon fuels, design for passive functionality in case of outage, and priority backup of EOC operations across the site.
- Include renewable energy generated on-site via Photovoltaics per code.

Public Works Essential Services

Public Works Operations Campus will be the City of Vancouver Emergency Operations Center (EOC).

Next Steps

- Refine EUI goals, Photovoltaic calculations, and strategies to maximize energy efficiency.
- Analysis on cost/benefit/timing for additional onsite PV and Solar-ready infrastructure.
- Review and address City of Vancouver Green Building Policy when applicable.
- Analysis of possible battery storage and load shedding.

Challenges

Cost effective strategies to balance designing performance to the CAF goals with the required capital investments, ongoing maintenance and equipment life cycles.



Transportation & Land Use

Strategies

- Create neighborhoods that support clean models of transportation.
- Shift driving trips to clean, active modes of transportation.
- Decarbonize and electrify vehicles.

Actions

- Action #5: Parking management plan
- Action #8: Improved pedestrian infrastructure
- Action #9: Transit ridership improvements
- Action #13: Improved bicycling infrastructure
- Action #14: Modal hierarchy
- Action #15: Shared Mobility Options
- Action #19: EV infrastructure planning and implementation
- Action #23: Alternative fueling and charging options at gas stations

Project Approach

- Right-sized parking, based on City Fleet and Public Works essential operations, overlaid with anticipated remote work, swing shifts, and carpooling, as feasible.
- Design of public spaces and pedestrian areas will include lighting, biking paths and future transit connections.
- Include biking facilities for both public visitors & employees. Bike parking will meet City of Vancouver standards.
- Biking amenities for employees include secure long-term bike parking, E-bike charging included, and access to showers, lockers and changing rooms.
- Meet 25% EV parking goals for employee & visitor stalls.
- On site fuel stations will include alternative fuels, as applicable, for City fleet.

Public Works Essential Services:

Includes Transportation/Streets/Sidewalk divisions and Fleet Services

Next Steps

- Determination of quantity of bike parking desired on-site.
- Meeting with C-TRAN in 2024 to understand future system service expansions.
- Transportation demand manager consultation with Public Works Department regarding commuting options for employees.
- Quantity of EV-ready stalls to be determined.

Challenges

Building a long-term facility during a time of emerging technology and uncertainty on the commute patterns of future employees.



Natural Systems & Water Resources

Strategies

- Increase carbon storage in trees, vegetation and soil.
- Improve ecosystem resilience.
- Conserve water resources.

Actions

Action #1: Native and climate-resilient planting in municipal projects
Action #4: Carbon sequestration on public lands
Action #7: Habitat restoration for new development
Action #8: Tree canopy recommendations
Action #9: Community water conservation
Action #10: Rainwater capture incentives

Project Approach

- Plant selections will prioritize native, resilient and drought-tolerant species.
- On track to meet Silver Leaf Tree Canopy goal (15%) per TreeCAP.
- No high-maintenance turf in landscape design.
- Includes stormwater control and infiltration measures 100% on-site.
- Biofiltration systems for infiltration offer additional planting areas and heat island reduction.
- Will meet all state policies regarding habitat restoration.
- Provide pollinator habitat plantings where feasible.
- All existing trees have been evaluated for health and contribution to tree canopy. The approach is retention of significant existing trees, relocate some significant trees within site, and supplement with additional tree canopy.
- Project includes water efficient fixtures throughout all buildings and water recycling at vehicle wash station.

Public Works Essential Services:

Includes Water; Greenways; Surface Water; Grounds; Environmental Resources/Urban Forestry Divisions

Next Steps

- Project plant selections will explore options for plant-based carbon sequestration across the site.
- Discussions on additional strategies around water reuse and efficiency.
- Evaluation of rainwater capture and reuse as part of water system strategies on site, as feasible.
- Light-colored pavement and light-colored roofs materials.

Challenges

- Safety issues between industrial on site uses and a heavily landscaped or tree canopied site.
- Resource capacity to manage naturalized landscapes.



Solid Waste & Wastewater

Strategies

- Required recycling and organic material management.
- Zero out emissions from wastewater operations.

Actions

Action #2: Municipal recycling and composting collection
Action #5: Construction and demolition incentives

Project Approach

- Project is currently exploring Design for Disassembly and best practices.

Public Works Essential Services

Provides Solid Waste and Wastewater Management/Treatment Services

Next Steps

- The Design team plans to include recycled materials in the building design.





City Governance

Strategies

- Mainstream sustainability at the City, including staff capacity.

Actions

Action #3: Regular updates of GHG inventory and CAF strategies

Action #4: Environmentally Preferable Purchasing program

Action #6: Reduce vehicle trips by municipal employees.

Project Approach

Project Team tracks compliance with the Climate Action Framework as the project progresses.

Public Works Essential Services

Public Works continues to innovate and deliver sustainable essential services.

Next Steps

- Project Team continues to track compliance with the Climate Action Framework as the project progresses.
- Project will comply with Environmentally Preferable Purchasing Policy once established.



2024 December Legislative Agenda

Brian Enslow

Principal, Arbutus Consulting
w/ Aaron Lande
Policy and Program Manager



Presentation Objectives

- **Review Current 2024
Legislative Agenda**
- **Endorse/Support Affiliate
Agenda**
- **Review Process Moving
Forward**

2024 Transportation Budget Priorities



I-5 Bridge Replacement:

- The IBR has identified \$137 million from Washington during the 2023-2025 biennium as necessary funds to advance this project. The City urges the Legislature to allocate those funds.

Garrison Sidewalk Funding:

- Advance existing funding to the 2025-2026 biennium ensures that we can fully complete this much needed improvement in the next two years.

2024 Homeless Response Support



- As cities continue to assume increased responsibility for responding to the homelessness crisis in the state, the City supports the creation of additional tools for the express purpose of providing direct homelessness response.
- The City also recognizes the intersection between childcare availability and homelessness and encourages further efforts to address the lack of affordable and accessible childcare across the state.

Housing Availability and Affordability



- The City applauds the adoption of HB 1110 and encourages the expansion of its requirements into UGAs adjacent to covered jurisdictions.
- The City was supportive of condominium reform efforts and encourages further expansion of liability protections.
- The City would like to see an expansion of the Multi- Family Tax Exemption to cover projects of two units or greater from the current minimum of four units.

Comprehensive Plan Extension

- Actions taken last legislative session to require GMA cities to include housing and climate elements to their comprehensive plan updates are admirable goals but have increased the complexity of the planning process.
- To allow jurisdictions adequate time to appropriately evaluate and integrate these new planning element requirements, we are requesting a six-month extension.

Property Tax Cap

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

Annexations

- Believe that annexation laws should encourage the incorporation of urban areas designated under the GMA.
- Request an analysis of extraterritorial zoning within the UGA by GMA cities or similar tools.

2024 Climate Policy Direction



Climate Planning and Implementation:

- Request that additional funding be made available to local jurisdictions with adopted climate action plans to support local efforts towards achieving reduced emissions.

Climate Incentives:

- Support policies that would incentivize property owners, consumers, and businesses to move towards lower carbon solutions.

Product Stewardship:

- Support a statewide systematic approach to recycling that ensures those who manufacture, design, consume or sell products are also responsible for reducing impacts.

Capital Budget Priorities

Regional Training Academy

- The City is seeking **\$3.5 million** in planning dollars to the Criminal Justice Training Commission and Legislative direction that those funds should be used to help fully develop the vision for the permanent Southwest Washington Regional Training Academy Campus.

Waterfront Gateway Plaza

- Building upon the highly successful waterfront redevelopment, the City is transforming an adjacent 6.4 acres of city-owned, vacant land in downtown Vancouver into the Waterfront Gateway district. The City is seeking **\$2 million** to leverage general fund dollars to complete the project.

Association of Washington Cities' Top Priorities

Public Safety – Officer Recruitment and Retention: Additional funding tools to support recruitment and retention, as well as continue to invest in regional training academies.

Infrastructure Investments: Local preservation and maintenance, climate commitment act funding for cities, increased funding for the broadband office and other state infrastructure programs.

Behavioral Health: support greater access to the entire continuum of services, improve workforce, and provide additional funding for treatment center.

Revise the Arbitrary Property Tax Cap: Replace the 1% cap with an inflation measure up to 3 %.

Next Steps

This is a “Living” Document:

- Over the course of the Legislative session input will be needed on key issues.

Weekly Reports:

- Updates on Legislation and bill status.

January 24 & 25:

- AWC Action Days.

Direct Participation:

- Bill Hearings, Email Blasts.

Thank You

brian@arbutusllc.com



CITY OF VANCOUVER

2024 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. 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.

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 additional tools for the express purpose of providing direct homelessness response. The City appreciates the opportunity to partner with state agencies to create facilities to support homelessness response and would encourage the state to continue to seek out opportunities to streamline the sharing of state resources with local jurisdictions seeking to respond to individuals experiencing homelessness. The City also recognizes the intersection between childcare availability and homelessness and encourages further efforts to address the lack of affordable and accessible childcare across the state.

Housing Availability And Affordability Policy Item

Recognizing that the housing crisis is a statewide issue needing a statewide approach, the City applauds the adoption of HB 1110 and encourages the expansion of its requirements into UGAs adjacent to covered jurisdictions. The City was supportive of efforts at condominium reform and encourages further expansion of liability protections. Lastly, the City would like to see an expansion of the Multi-Family Tax Exemption to cover projects of two units or greater from the current minimum of four units.

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.





Rendering of the Vancouver Heights project

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 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 15-minute walkable neighborhood that includes engaging public spaces, mixed-income housing, retail, and multimodal travel options. Infrastructure construction is poised to begin in 2024 and the full redevelopment will be completed over the next 10-20 years. 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.

Comprehensive Plan Extension Policy Item

Actions taken last legislative session to require GMA cities to include housing and climate elements to their comprehensive plan updates are admirable goals but have increased the complexity of the planning process. To allow jurisdictions adequate time to appropriately evaluate and integrate these new planning element requirements, jurisdictions that are currently required to complete their comprehensive plan update by June 2025 are requesting a six-month extension to December 2025.

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

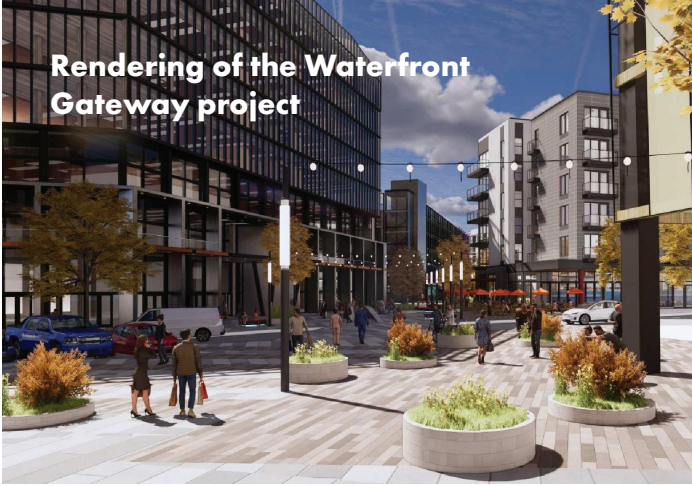
City's and County's adopted GMA plans, are intended to be annexed by the City. The City applauds the adoption of HB 1425 to provide additional funding in support of annexation efforts. To better facilitate the timely annexation of unincorporated urban areas into adjacent jurisdictions, the City requests an analysis of extraterritorial zoning within the UGA by GMA cities or similar tools.

Climate Planning | Policy Item

The City appreciates the funding that has been made available to jurisdictions to support climate planning in conjunction with the GMA and also requests additional funding be made available to support the implementation of local efforts towards achieving local and state emission reduction goals. One program to consider is the creation of a contractor climate training facility to help address the unfamiliarity within the trades of energy efficient and decarbonized building features.

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.)



Rendering of the Waterfront Gateway project

Waterfront Gateway Plaza Capital Budget Item

Building upon the highly successful waterfront redevelopment, the City is transforming an adjacent 6.4 acres of city-owned, vacant land in downtown Vancouver into the Waterfront Gateway district. The district is one of the largest undeveloped properties in the area and will include mixed-income housing, retail, office, and a 2-acre public plaza at its center. The plaza will create a sense of place, with public art highlighting Vancouver's rich history and cultural diversity and serve as a flexible event space for year-round events. The City is seeking **\$2 million** to leverage general fund dollars to complete the project.

Product Stewardship | Policy Item

Vancouver supports a statewide systematic approach to recycling that ensures those who manufacture, design, consume or sell products are also responsible for reducing impacts to the environment, economy, public health and safety.

Garrison Sidewalk Funding Budget Adjustment

With the opening of the Mill Plain Vine, the need for a continuous sidewalk along Garrison Road north of Mill Plain Blvd is more urgent than ever. Completion of the sidewalk improvements will provide a safe pedestrian route that links many multi-family developments with the Vine as well as the retail establishments located along the Mill Plain corridor. We also have several folks living along Garrison that have mobility challenges. The lack of sidewalks only furthers their challenge to reach these destinations.

Allowing the funding to advance to the 2025-2026 biennium ensures that we can fully complete this much needed improvement in the next two years. If we have to wait until 2029, rising construction process will likely put the project in a partially funded status and force us to find other funding sources. And finally, in addition to the funds earmarked in the legislature, we've also obtained \$350,000 in funding through the Federal Highways Administration Transportation Alternatives (TAP) program. These funds are earmarked for expenditure in 2024-2025. Delaying the project to 2029 will most likely put the TAP funds into jeopardy.



Pedestrian walking alongside Garrison Road

Clark County Transportation Alliance

Support the 2024 Policy Statement of the Clark County Transportation Alliance, including:

- Support for the I-5 bridge replacement and influence area improvements.
- Fruit Valley Freight Access and Safety Improvements (\$130 million): planning, engineering, environmental review, and construction for new north-south freight arterial.
- MacArthur between N Blandford and S Lieser (\$40 million): corridor improvements including multi-modal path, roundabouts at key intersections, and traffic safety enhancements.
- SR-500/Fourth Plain/SR-503 (\$20 million): following recent planning study, provide funds for initial intersection improvement to address congestion hot spot.
- I-205/SR-500 to Padden Expressway (\$50 million): following recent planning study, provide funds for initial intersection improvement to address congestion hot spot.
- 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.

Regional Police Training Facility Capital Budget Item

The City applauds the work of the Legislative Delegation during the 2023 Session to support the establishment of a Southwest Washington Regional Training Academy. The long-term vision includes a fully built-out training facility in Clark County. The site will provide training access to our surrounding communities, including the Cowlitz Nation, and create a clear nexus between the Training Academy and the Community College System. In addition to law enforcement training, the Academy should serve as a regional center for other public safety training needs.

The City is seeking **\$3.5 million** in planning dollars to the CJTC and legislative direction that those funds should be used to help fully develop the vision for the permanent Southwest Washington Regional Training Academy Campus.



Vancouver police officers
with their K9 partners

Association of Washington Cities' Top Priorities

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

- **Public Safety – Officer recruitment and retention**
 - Additional funding tools and resources to support officer recruitment and retention, including but not limited to, updating the Public Safety Sales Tax
 - Expand access to mandated training, especially the Basic Law Enforcement Academy (BLEA), including more regional academies to get new officers on the street faster to support recruitment and retention.
- **Infrastructure Investment**
 - Continued state investment in infrastructure (traditional as well as broadband) needs, particularly for operations and maintenance.
 - Expanded funding options for state and local transportation needs particularly for preservation and maintenance.
 - Seek Climate Commitment Act funding for city priorities that support carbon reduction and/or improve climate resiliency.
- **Behavioral Health**
 - Support creating greater access to the entire continuum of behavioral health services and substance disorder (SUD) treatment for adults and juveniles.
 - Includes, but is not limited to, support to improve workforce and staffing issues at community treatment centers, and additional state funding for establishment and expansion of treatment facilities.
- **Revise the arbitrary property tax cap**
 - Revise the property tax cap to tie it to inflation, up to 3%, and population growth factors so that local elected officials can adjust the local property tax rate to better serve their communities.
 - The current 1% cap has created a structural deficit in our revenue and expenditure model, resulting in a reliance on regressive revenues and artificially restricting the use of property taxes to fund community needs.

For More Information

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Staff Report: 225-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/11/2023

SUBJECT Increase Spending Limit on Contract C-100569 for Purchasing Ford Vehicles

Key Points

- The original contract was competitively bid and conforms with the bidding requirements set forth by the State of Washington.
- Purchases from this contract will exceed the current six million dollar purchasing threshold.
- Over the next two years, sixty-three Ford trucks are due to be replaced.
- The initial purchase price of zero and low-emission vehicles can be higher than comparable fossil fuel powered vehicles so additional budgetary authority is needed to meet City climate objectives.
- Staff is recommending City Council approve the use of this contract which ends January 1st, 2025.
- The initial cost to acquire zero and low-emission vehicles can be higher than conventional fossil fuel vehicles, so additional budgetary authority is needed to meet City climate objectives.

Strategic Plan Alignment

High Performing Government – a government that is reliable, fiscally responsible, equitable, and open to compromise.

Present Situation

The City uses Washington State Contract #05916 for purchasing police vehicles, sedans, and light and medium duty trucks. The ability to purchase from this contract allows us to take advantage of the contract pricing. Fleet Service's staff is requesting that the contract be amended for purchases to be made according to the departments' current authorized budget in place of setting a new spending threshold.

Advantage(s)

1. The vehicles purchased through this contract match current City standards.
2. Clary Longview, LLC, covered under this contract has continuously provided vehicles and services 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 vehicles while taking advantage of this contract's competitive pricing.
4. Approval of the budget adjustment ensures that Vancouver has the ability to purchase vehicles on an ongoing basis that meet established climate goals.
5. Approval of the contract adjustment ensures that Vancouver has approved budget authority to purchase vehicles on an ongoing basis that meet established climate goals.

Disadvantage(s)

None

Budget Impact

None. The City will utilize the contract and stay within the current authorized budget for purchasing vehicles.

Prior Council Review

Staff Report 028-19

Action Requested

Authorize the City Manager, or their designee, to approve purchases under Washington State Contract #05916 for the life of the contract with Clary Longview, LLC, up to the current authorized budget. Authorize an increase to the maximum authorized amount under the agreement to \$15,000,000 with Bud Clary Ford Longview.

Dan Zenger, Equipment Superintendent, 360-487-8205

ATTACHMENTS:

- ▣ 05916 bud clary
- ▣ bud clary extension 2022
- ▣ bud clary extension 010122
- ▣ clary amds
- ▣ PO-64971
- ▣ SR028-19

MASTER CONTRACT

No. 05916

MOTOR VEHICLES

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

BUD CLARY AUTO GROUP

Dated January 5, 2017

MASTER CONTRACT

No. 05916

MOTOR VEHICLES

This Master Contract ("Master Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services"), and Bud Clary Auto Group, a Corporation ("Contractor") and is dated as of January 5, 2017.

RECITALS

- A. Pursuant to Legislative direction codified in RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services for general use by Washington state agencies and certain other entities (eligible purchasers).
- B. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Invitation For Bid No. 05916 dated November 15, 2016 regarding Motor Vehicles.
- C. Enterprise Services evaluated all responses to the Invitation For Bid and identified Contractor as an/the apparent successful bidder.
- D. Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington.
- E. The purpose of this Master Contract is to enable eligible purchasers to purchase motor vehicles 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 initial term of this Master Contract is 4 years (48 months) years from award of the contract, commencing January 5, 2017 and ending January 5, 2021. Following the initial term, this agreement will automatically renew for successive four (4) one year terms unless terminated earlier. The total contract term, including the initial term and all extensions, will not exceed eight years unless circumstances require a special extension.
- 2. **ELIGIBLE PURCHASERS.** This Master Contract may be utilized by any of the following types of entities in the State of Washington ("Purchaser"):
 - 2.1. **WASHINGTON STATE AGENCIES.** This Master Contract may be utilized by:
 - Washington state agencies, departments, offices, divisions, boards, and commission; and
 - Any the following institutions of higher education: state universities, regional universities, state college, community colleges, and technical colleges.

- 2.2. MCUA PARTIES. This Master Contract also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement with Enterprise Services:
- Political subdivisions (e.g., counties, cities, school districts, public utility districts);
 - Federal governmental agencies or entities;
 - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
 - Federally-recognized Indian Tribes located in the State of Washington.
3. SCOPE – INCLUDED GOODS/SERVICES AND PRICE.
- 3.1. CONTRACT SCOPE. Pursuant to this Master Contract, Contractor is authorized to sell only those goods and/or services set forth in *Exhibit A – Included Goods/Services* for the prices set forth in *Exhibit B – Prices and Contractor entire catalog*. Contractor shall not represent to any Purchaser under this Master Contract that Contractor has contractual authority to sell any goods and/or services beyond those set forth in *Exhibit A – Included Goods/Services*.
- 3.2. STATE'S ABILITY TO MODIFY SCOPE OF MASTER CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the goods and/or services included in this Master Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this Master Contract.
- 3.3. PRICE CEILING. Although Contractor may offer lower prices to Purchasers, during the term of this Master Contract, Contractor guarantees to provide the Goods/Services at no greater than the prices set forth in *Exhibit B – Prices for Goods/Services* (subject to economic adjustment as set forth herein).
- 3.4. MASTER CONTRACT INFORMATION. Enterprise Services shall maintain and provide information regarding this Master Contract, including scope and pricing, to eligible Purchasers.
4. CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor makes each of the following representations and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
- 4.1. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
- 4.2. SUSPENSION & DEBARMENT. Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
- 4.3. QUALITY OF GOODS OR SERVICES. Contractor represents and warrants that any goods and/or services sold pursuant to this Master Contract shall be merchantable, shall conform to this Master Contract and Purchaser's Purchase Order, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced

and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered free of liens and encumbrances and that the same do not infringe any third party patent. Upon breach of warranty, Contractor will repair or replace (at no charge to Purchaser) any goods and/or services whose nonconformance is discovered and made known to the Contractor. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

The Manufacturer's standard vehicle warranty shall cover all vehicles and contractual services of the Contract. The Manufacturer's standard warranty is required to provide coverage against defective material, workmanship, and failure to perform in accordance with the specifications and required performance criteria. The Manufacturer's standard warranty coverage shall be identical to or exceed the most inclusive of those normally provided for the Commodities and contractual services specified herein that are sold to any state or local governments. The Manufacturer's standard warranty shall have a minimum term of one (1) year from the date of Acceptance of the Master Contract, and shall begin only at the time of Acceptance by the Purchaser.

If the Manufacturer's standard warranty conflict with any requirements, specifications, terms, or conditions of the Contract, the Contract requirements, specifications, terms and conditions shall prevail. The Manufacturer's standard warranty terms and conditions are not part of the Contract requirements, specifications, terms, and conditions.

- 4.4. Recalls. In the event there is a recall of any of the Commodities, any of its components or any parts of the base vehicle ("Vehicle Recall"), Authorized Manufacturer Dealers in a customers service area shall provide reasonable assistance to Enterprise Services in developing a recall strategy and shall cooperate with the Enterprise Services and the Buyers in monitoring the recall operation and in preparing such reports as may be required. Each Contractor or Authorized Manufacturer Dealer shall immediately notify and provide copies to Enterprise Services of any communications, whether relating to recalls or otherwise. The Authorized Manufacturer Dealer, at its own cost, shall ensure defective Recalled Equipment are rectified, replaced or destroyed in compliance with all applicable laws, rules or regulations and Enterprise Services reasonable instructions.
- 4.5. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasers' employees.
- 4.6. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.

- 4.7. STATEWIDE PAYEE DESK. Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.
- 4.8. MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Master Contract with eligible Purchasers and to ensure that those entities that utilize this Master Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's goods and/or services or suggesting that such goods and/or services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 4.9. MASTER CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Master Contract or a similar contract, is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

5. USING THE MASTER CONTRACT – PURCHASES.

- 5.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order goods and/or services from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but, at a minimum, including the use of a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order"). All order documents must reference the Master Contract number. Contractors shall use secure website to complete contract purchases. The features and functions of the secure website created for use by customers under this contract shall include but shall not be limited to the following:
- Access by standard web browsers-Contract Automobile Request System (CARS)
 - Unique customer identifying log-in capabilities
 - Product information such as unit of measure, item status, price description and photos
 - Item status inquiry functionality that provides stock availability
 - Order tracking
 - Help functionality
 - Reflect current catalog/price list and contract pricing
 - Restricted to only those items that may be purchased under this contract by being identified as core items or are within the general product categories established by this contract
 - Shall not include any items that are specifically excluded from this contract
- 5.2. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of goods and/or services will be made as required by this Master Contract, the Purchase Order used by Purchasers, or as otherwise mutually agreed in writing between the Purchaser and Contractor. The following apply to all deliveries:
- (a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchaser's normal work

hours and within the time period mutually agreed in writing between Purchaser and Contractor at the time of order placement.

- (b) Contractor shall ship all goods and/or services purchased pursuant to this Master Contract, freight charges prepaid by Contractor, FOB Purchaser's specified destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the goods and/or services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence.
- (c) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Master Contract shall be identified by the Master Contract number set forth on the cover of this Master Contract and the applicable Purchaser's Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.
- (d) Equipment not in stock or unavailable from manufacturer at time of order must be delivered within one hundred twenty (120) calendar days after receipt of order.
- (e) Equipment in stock must be delivered within fourteen (14) calendar days after receipt of order or the vehicles from the Manufacturer, with one exception – vehicles requiring post-Manufacturer Dealer installed OEM Options, Accessories, & Implements shall be delivered within thirty (30) calendar days after receipt of the Commodities from the Manufacturer(s).
- (f) Delivery of the awarded new, unused Vehicles is defined as receipt of the awarded new Vehicle at the Customer's place of business or designated location, or if the Customer chooses, at the Contractor's place of business. The Contractor must give the ordering Customer a minimum of forty eight (48) hours' notice prior to Delivery. Deliveries will be received only between 8:00am and 3:00pm (Customer's local time) on the Customer's normal business days unless previously arranged and approved by the Customer. Once notified by contracted dealer, customer will have seventy-two (72) hours to receive vehicle delivery.
- (g) Deliveries of awarded new Vehicles is made by either private or common carrier transport; or where delivery may be accomplished by driving the self-propelled Motor Vehicle with the Customer's prior coordination. The Contractor must make every effort to minimize the number of odometer miles at delivery. The Contractor must comply with the Manufacturer's break-in requirements and all applicable traffic and safety laws.

- (h) All self-propelled Motor Vehicle delivered by the Contractor to the Purchaser shall contain no less than one-quarter (1/4) tank of fuel or power as indicated by the fuel or power gauge at the time of delivery.
- (i) Customer is to pay all title and licensing fees directly to the Department of Licensing (DOL) or their local sub agent. Dealer will not invoice customer for such fees, including the trauma care fee which will be paid to DOL per RCW 46.12.042 (2). Dealer check previously made out to DOL for a portion of the Licensing Fees will not be provided.
- (j) The Contractor will perform the standard Manufacturer's Pre-Delivery Inspection, and is responsible for delivering an awarded Vehicle that is properly serviced, clean, and in first class operating condition. Pre-Delivery service, at a minimum, shall include the following:
- Complete lubrication of operating chassis, engine, and mechanisms with Manufacturer's recommended grades of lubricants
 - Check / Fill all fluid levels to assure proper fill
 - Adjust engine(s) / motor(s) / drive(s) to proper operating condition(s)
 - Inflate tires (including any spares) to proper pressures
 - Check to assure proper operation of all accessories, gauges, lights, and mechanical and hydraulic Features
 - Clean equipment, if necessary, and remove all unnecessary tags, stickers, papers, etc.
 - Assure that the Motor Vehicle is completely assembled (unless otherwise noted in the specification) including Representative Model, OEM Options (if applicable), Identified Aftermarket Options (if applicable), and thoroughly tested and ready for operation upon Delivery.
- (k) All Vehicles shall be delivered with each of the following applicable documents completed and included:
- Copy of the Manufacturer's Pre-Delivery Inspection form, which meets or exceeds the requirements herein;
 - Manufacturer's Window Sticker(s), if applicable;
 - Manufacturer's Certificate of Origin, if applicable;
 - Manufacturer's Operator Manual, and (if not included in the operator manual) one (1) each of the Manufacturer's lubrication and maintenance instructions;
 - Copy of the Manufacturer's Standard Warranty Certifications;
 - Sales Tax Exemption Form, if applicable;

- (l) Deliveries that do not include the above applicable forms and publications, or that have forms that have been altered, or are not properly completed, may be refused! Repeated failures by the Contractor to include the above properly completed forms and publications, or that have submitted altered forms, to the ordering Purchasers may because for default proceedings and/or Contract termination.
- (m) These Transportation and Delivery requirements, terms, and conditions also apply to the re-delivery of an awarded Vehicle that was previously rejected upon initial delivery.
- (n) Awarded Vehicles requiring post-Manufacturer, Dealer installed OEM Options and Identified Aftermarket Options must be delivered FOB Destination to any point within the State of Washington within thirty calendar days after receipt of the awarded Vehicles from the Manufacturer(s).

Final Inspection and Acceptance

- (a) The Purchaser, within three (3) business days of delivery, shall thoroughly inspect the Vehicle received for acceptability. The Purchaser shall compare the physical Vehicle delivered; contract prices, Discounts, requirements, specifications, terms, and conditions; Purchase Order; and Manufacturer's Window Sticker / Manufacturer's Invoice(s) to ensure the Vehicle received meet or exceed the requirements, specifications, terms, and conditions of the Contract and Purchase Order. Additionally, the Purchaser shall inspect the Vehicle for any physical damage if notified in 3 days. The Contractor is obligated to correct any concealed damage in the Vehicle pending usage.
- (b) The Parties agree that inspection and acceptance shall be the Purchaser's responsibility and occur at the location of the Purchaser. Title and risk of loss or damage to all Commodities shall be the responsibility of the Contractor until accepted by the Purchaser. The Contractor shall be responsible for filing, processing, and collecting all damage claims. The Purchaser shall assist the Contractor by:
 - Recording any evidence of visible damage on all copies of the delivering carrier's bill of lading
 - Report any known visible and concealed damage to the carrier and the Contractor
 - Confirm said reports in writing within fifteen (15) business days of delivery, requesting that the carrier inspect the damaged merchandise
 - Provide the Contractor with a copy of the carrier's bill of lading and damage inspection report

- (c) Transportation and Delivery of the vehicle on Contract, does not constitute Acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given by the Purchaser only after a thorough inspection indicates that the Vehicle is undamaged and meets the Contract requirements, specifications, terms, and conditions. Should the delivered Vehicle be damaged or differ in any respect from the Contract requirements, specifications, terms, and conditions, payment shall be withheld until such time as the Contractor completes the required, Purchaser approved, corrective action.
- (d) Should the vehicle require service or adjustments as part of the purchaser approved corrective action(s), the Contractor shall either remedy the defect or be responsible for reimbursing the Manufacturer's local service Dealer or others selected by the purchaser to remedy the defect. The Contractor shall initiate such required service or adjustments within two (2) business days following notification by the purchaser. The vehicle shall not be accepted until all service and / or adjustments are satisfactory and the Vehicle is re-delivered in acceptable condition. The costs of any transportation and delivery or any re-deliveries due to error or damage are the responsibility of the Contractor.
- (e) The ordering Purchaser shall notify the Enterprise Services of any Contract deviation that it cannot resolve with the Contractor. Enterprise Services and Purchaser shall develop a corrective action plan related to the Contract deviation, which may include the Purchaser's permanent refusal to accept the vehicle, in which case the vehicle shall remain the property of the Contractor, and the purchaser and the State shall not be liable for payment for any portion thereof.

5.3. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or services purchased under this Master Contract are subject to Purchaser's reasonable inspection, testing, and approval at Purchaser's destination. Purchaser reserves the right to reject and refuse acceptance of goods and/or services that are not in accordance with this Master Contract and Purchaser's Purchase Order. Purchaser may charge Contractor for the cost of inspecting rejected goods. If there are any apparent defects in the goods and/or services at the time of delivery, Purchaser promptly will notify Contractor. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor's expense, any or all of the damaged goods and/or services or, at Purchaser's option, Purchaser may note any damage to the goods and/or services on the receiving report, decline acceptance, and deduct the cost of rejected goods and/or services from final payment. Payment for any goods under such Purchase Order shall not be deemed acceptance of the goods.

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

- 5.5. Testing. Samples of delivered vehicles and contractual services may be selected at random by Enterprise Services or Purchaser and tested for compliance with the requirements, specifications, terms, and conditions.
- 5.6. VEHICLE COMPLIANCE AND COMPATIBILITY. It is the Contractor's responsibility to ensure that the vehicles supplied are compliant with the Contract requirements, specifications, terms, and conditions. Additionally, the Contractor shall ensure that the Base Equipment and any OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options ordered by the Eligible User are fully compatible with each other. The Contractor's acceptance of the Eligible User's Purchase Order shall indicate that the Contractor agrees to deliver Vehicle that shall be fully compliant and compatible with the Purchase Order requirements, specifications, terms, and conditions.

In the event any ordered Base Equipment, OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options; and their respective features, equipment, and components are found by the Eligible User to be missing, incorrect, defective, damaged, non-compatible, or non-compliant, the Contractor shall, at the Eligible User's discretion, be required to do one of the following:

- Install or repair the Base Equipment, OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options; and their respective features, equipment, and components
- Replace the Base Equipment, OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options and their respective features, equipment, and components
- Refund the purchase price of the applicable Base Equipment, OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options to the Eligible User

Any changes necessary after the delivery of the Vehicle / Commodities that are required to bring a Vehicle / Commodities into compliance and / or compatibility due to an incorrect order fulfillment by the Contractor may be accomplished at the Contractor's expense.

Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, may be cause for default proceedings and / or Contract termination

- 5.7. PAYMENT. Payment is the sole responsibility of, and will be made by, the Purchaser. Payment is due within thirty (30) days of invoice. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.
- 5.8. OVERPAYMENTS. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect

to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Purchaser may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.

- 5.9. No ADVANCE PAYMENT. No advance payments shall be made for any products or services furnished by Contractor pursuant to this Master Contract.
- 5.10. No ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.
- 5.11. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased goods and/or services. Contractor, however, shall not make any charge for federal excise taxes and Purchaser agrees to furnish Contractor with an exemption certificate where appropriate. Contracted Dealers are not required to have business licenses or city business licenses for customer location.

6. CONTRACT MANAGEMENT.

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

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

Enterprise Services

Attn: Philip Saunders
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-7962
Email: Philip.Saunders@des.wa.gov

Contractor

Attn: Becky Davis
Bud Clary Auto Group
PO Box 127
Longview, Wa 98632
Tel: 360-423-1700 ext 2155
Email: becky.davis@budclary.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.

- 6.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Master Contract.
- 6.3. 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: Bryce Clary
 Bud Clary Auto Group
 PO Box 127
 Longview, Wa 98632
 Email: Bryce.clary@budclary.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.

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

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

- (a) **Master Contract Sales Reporting System.** Contractor shall report quarterly Master Contract sales in Enterprise Services' Master Contract Sales Reporting 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 Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.
- (c) **Due dates for Master Contract Sales Reporting.** Quarterly Master Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

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

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

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: _____

 Email: _____

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.

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

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

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

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

- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
 - (c) Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractors are not to remit payment until they receive an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Master Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Master Contract, if not already included on the face of the check.
 - (d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract termination or the exercise of other remedies provided by law. Without limiting any other available remedies, the Parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums, the sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.
 - (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.
- 7.3. ANNUAL MASTER CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Master Contract sales report. Such report shall include, at a minimum: Product description, part number or other Product identifier, per unit quantities sold, and Master Contract price. This report must be provided in an electronic format that can be read by MS Excel.
- 7.4. SMALL BUSINESS INCLUSION. Upon Request by Enterprise Services, Contractor shall provide, within thirty (30) days, an Affidavit of Amounts Paid. Such Affidavit of Amounts Paid either shall state, if applicable, that Contractor still maintains its MWBE certification or state that its subcontractor(s) still maintain(s) its/their MWBE certification(s) and specify the amounts paid to each certified MWBE subcontractor under this Master Contract. Contractor shall maintain records supporting the Affidavit of Amounts Paid in accordance with this Master Contract's records retention requirements.

8. RECORDS RETENTION & AUDITS.

- 8.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however,

that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

- 8.2. **AUDIT.** Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Purchasers and that Contractor has paid all applicable contract management fees. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Contract or orders placed by a Purchaser under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 8.3. **OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES.** Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Master Contract or orders, at a rate of 125% of such overpayments, found as a result of the examination of the Contractor's records; and (b) reimburse Enterprise Services for any underpayment of fees, at a rate of 125% of such fees found as a result of the examination of the Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services $\$500 \times 1.25 = \625).

9. INSURANCE.

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

10. CLAIMS.

- 10.1. **ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES.** Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees, agents, and Contractors in connection with Contractor's operations under this Master Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from its acts or omissions under this Master Contract, even if not attributable to negligence by Contractor or its agents.

10.2. **THIRD-PARTY CLAIMS; INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services and any Purchaser and their employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Master Contract, except claims caused solely by Enterprise Services or any Purchasers' negligence. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

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

12. **SUSPENSION & TERMINATION; REMEDIES.**

12.1. **SUSPENSION & TERMINATION FOR DEFAULT.** Enterprise Services may suspend Contractor's operations under this Master Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Master Contract, until such obligations have been fulfilled.

12.2. **DEFAULT.** Each of the following events shall constitute default of this Master Contract by Contractor:

- (a) Contractor fails to perform or comply with any of the terms or conditions of this Master Contract including, but not limited to, Contractor's obligation to pay contract management fees when due;
- (b) Contractor breaches any representation or warranty provided herein; or
- (c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

12.3. **REMEDIES FOR DEFAULT.**

- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Contract are in addition to all other available remedies.
- (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement goods and/or services. In such event, Contractor shall be

liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Master Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

12.4. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages.

12.5. GOVERNMENTAL TERMINATION.

(a) Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Purchaser from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

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

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

13. GENERAL PROVISIONS.

13.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Master Contract.

13.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law.

13.3. INTEGRATED AGREEMENT. This Master Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior

negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.

- 13.4. AMENDMENT OR MODIFICATION. Except as set forth herein, this Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.
- 13.5. AUTHORITY. Each party to this Master Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Master Contract and that its execution, delivery, and performance of this Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 13.6. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 13.7. ASSIGNMENTS. Contractor may not assign its rights under this Master Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor may assign its rights under this Master Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Master Contract notwithstanding any prior assignment of its rights.
- 13.8. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 13.9. PUBLIC INFORMATION. This Master Contract and all related documents are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56.
- 13.10. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any goods and/or services provided in Washington for the purpose of carrying out the Contractor's obligations under this Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 13.11. FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase goods and/or services pursuant to this Master Contract, such Purchaser shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery.
- 13.12. SEVERABILITY. If any provision of this Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Contract, and to this end the provisions of this Master Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Contract.

- 13.13. **WAIVER.** Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Master Contract, nor shall any purported oral modification or rescission of this Master Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 13.14. **SURVIVAL.** All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Contract shall survive and remain in effect following the expiration or termination of this Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 13.15. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
- 13.16. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this Master Contract, the parties agree to submit to exclusive in personam jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 13.17. **ATTORNEYS' FEES.** Should any legal action or proceeding be commenced by either party in order to enforce this Master Contract or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.
- 13.18. **FAIR CONSTRUCTION & INTERPRETATION.** The provisions of this Master Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Contract. Each party hereto and its counsel has reviewed and revised this Master Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Master Contract. Each term and provision of this Master Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 13.19. **FURTHER ASSURANCES.** In addition to the actions specifically mentioned in this Master Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.
- 13.20. **EXHIBITS.** All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.

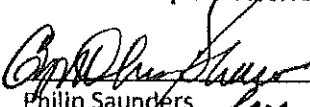
any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.

- 13.20. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.
- 13.21. CAPTIONS & HEADINGS. The captions and headings in this Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Contract nor the meaning of any provisions hereof.
- 13.22. ELECTRONIC SIGNATURES. A signed copy of this Master Contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Contract or such other ancillary agreement for all purposes.
- 13.23. COUNTERPARTS. This Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

By:


Philip Saunders

Its:

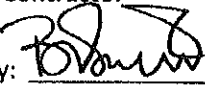
Contract Specialist

Procurement Supervisor

1/5/2017

BUD CLARY AUTO GROUP,
a Contractor

By:

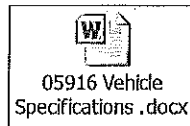

Becky Davis

Its:

Fleet Manager

EXHIBIT A

INCLUDED MOTOR VEHICLES SPECIFICATIONS



FTA and Buy America Attestation

Exhibit B

PRICES FOR MOTOR VEHICLES

Contract Automobile Request System (CARS)

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Master Contract, Contractor obtain and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial General Liability Insurance (and, if necessary, commercial umbrella liability insurance) covering Bodily Injury and Property Damage on an 'occurrence form' in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. This coverage shall include Contractual Liability Insurance for the indemnity provided under this Master Contract.

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

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

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

6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Master Contract number stated on the cover of this Master Contract.

Installation and Service Locations

Installation

Where installation is required, Contractor shall be responsible for placing and installing the equipment or parts in the required locations at no additional charge, unless otherwise specified in the Price Sheets. All materials used in the Installation shall be new and shall be free of defects that would diminish the appearance of the equipment or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the equipment or parts in the proper location.

If installing at a Purchaser's site, Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Purchasers and their employees and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

Body Transfer and 3rd Party Body Installations

In the event the Purchaser chooses to purchase a cab and chassis or cutaway van separately, the contractor must: facilitate obtaining the required Manufacturer Certified Certificate; perform Manufacturer required pre-delivery inspection; and ensure all proper tag and title documents are present pursuant to Washington license requirements. The final Manufacturer of the vehicle must certify that it conforms to all Federal Motor Vehicle Safety Standards (FMVSS). The facilitation of body transfer or installations must be included in the base vehicle price however; an additional cost may occur for installation by the Contractor or Body Upfitter. The installation cost may vary due to the vehicle body configuration however, the price should be included on the purchase order form from the Contractor.

Full-Service Repair Facilities

The Contractor agrees to maintain at least one factory-authorized service station or servicing dealer within the State of Washington to perform warranty repairs and adjustments throughout the contract term. Contractors must complete the service and installations chart of this contract, and must maintain that document throughout the contract term. The Contractor shall promptly notify Enterprise Services of any changes thereto. The Contractor shall be responsible for all service performed, regardless of whether the Contractor or their approved dealer actually performed the service.

The Contractor may offer eligible Customers "after warranty" service agreements for the maintenance and repair of goods after the initial warranty expires. The Contractor shall list this additional service as a separate item on the invoice.

MANUFACTURER CERTIFIED TECHNICIANS

Installation and services shall be by manufacturer certified technicians.

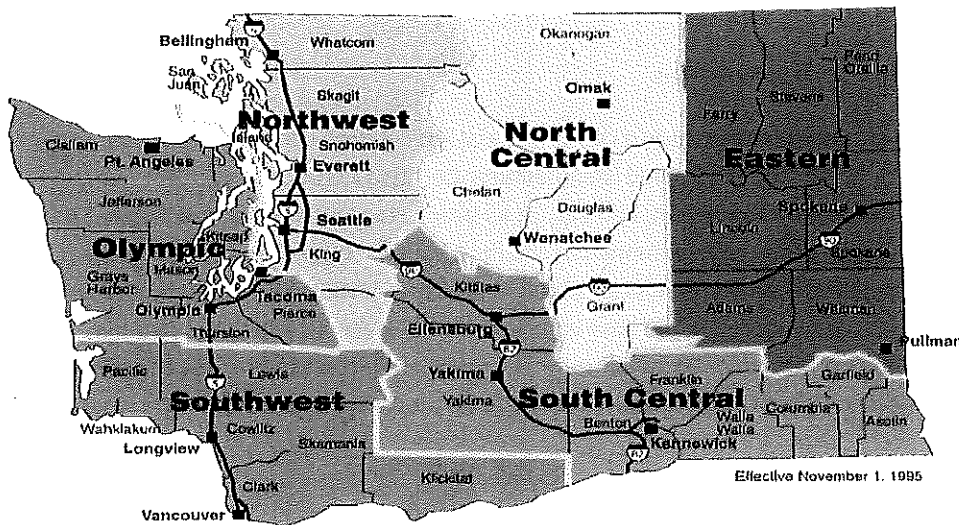
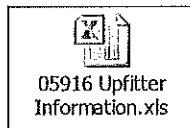
UPFITTER SERVICE AND INSTALLATION LOCATIONS

Identify service, installation locations, and delivery lead times (usual, customary, or outside of normal) by region in state. Expand table as necessary.

Upfit Equipment:

If equipment has already been ordered from supplier, cancellation could have a 10-25% re-stocking fee for commonly ordered equipment. Equipment with uniquely customized features/options as required by customer cannot be cancelled.

Upfitter Information Below:



Definitions

Definitions

Definitions are incorporated by reference, and apply to this contract. These definitions apply in both their singular and plural sense.

Component, Feature or Configuration

An element, piece, part, module, package, element group, piece group, parts group, module group, or package group of a Vehicle, Representative Model, OEM Option, Identified Aftermarket Option, or Representative Base Model Vehicle.

Dealer(s)

A Manufacturer's certified representative authorized by the Manufacturer to market, sell, provide, and service the Commodities and services of the Manufacturer responsive to this solicitation. Dealers may be Contractor owned and controlled, in whole or in part or independently owned and controlled.

EPA / Industry Class

The U.S. Environmental Protection Agency's categorization of vehicles. The size class for cars is based on interior passenger and cargo volumes (Cu. Ft.). The size class for trucks is defined by the gross vehicle weight rating (GVWR), which is the weight of the vehicle and its carrying capacity.

Identified Aftermarket Option(s)

A new and unused component, feature, or configuration specified by the Department as equipment for the Base Vehicle Representative Model specification, that is intended for the specific Vehicle and meets the requirements, specifications, terms, and conditions herein, and is installed to or uninstalled from the Base Vehicle Representative Model by the awarded Contractor.

MSRP

An acronym for the Manufacturer's Suggested Retail Price. It represents the Manufacturer's recommended retail selling price, list price, published price, or other usual and customary price that would be paid by the purchaser for specific commodities or equipment models, and contractual services without benefit of a contract resulting from the solicitation, if awarded.

MSRPs shall be formally published by the manufacturer, publicly listed and available, and verifiable by the Department.

MSRP List

The Manufacturer's Suggested Retail Price List, a collection of MSRPs and related information broken down by specific vehicles or equipment models. In the priority listed below, only the following are acceptable sources of current MSRPs and MSRP Lists for use under the solicitation and resulting Contract, if awarded:

- Manufacturer's Annual U.S. Price Book
- Manufacturer's official website
- Chrome Data™ Carbook Fleet Edition.
- Bureau of Labor Statistics Producer Price Index (PPI)

Manufacturer/ Brand

The original producer or provider of Motor Vehicles responsive to this solicitation.

Non-Identified Aftermarket Options(s)

An optional new and unused component not specified, feature, or configuration not included in the Base Representative Vehicle Model specifications or options identified by the Department but may be installed to or uninstalled from the State of Washington Representative Base Model Vehicle by the Manufacturer, Dealer, Port, or Purchaser, if ordered by the Purchaser.

OEM or Manufacturer(s)

The Original Equipment Manufacturer or original producer of a Vehicle and/or service.

OEM Option(s)

A Motor Vehicle Manufacturer's new and unused optional component, feature, or configuration not specified by the Department as standard on the Representative Model, and which is intended for the specific Representative Model. Equipment which meets the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by the Manufacturer, Port or Dealer, as is specified, ordered, legal, customary, reasonable, and prudent in the industry or specified by the Manufacturer.

OEM Options MSRP Credit

A price of the OEM Option that will result in a negative number.

Representative Model, Base Model(s), Base Vehicle(s), Motor Vehicle(s), or Vehicle(s)

A Department of Enterprise specified vehicle, that may include manufacturer's name, trade name, brand name, make name, model name, model number, catalog number, or other information listed by the Department herein which meets the requirements, specifications, terms, and conditions herein, and may include components, features, and configurations different than those provided by a Manufacturer, Port, and Dealer on their standard base version of the Vehicle.

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

Bud Clary Chevrolet, Inc.
1030 Commerce Ave.
Longview, WA 98632

**SECOND AMENDMENT
TO
CONTRACT No. 05916
MOTOR VEHICLES**

This Second Amendment ("Amendment") to Contract No. 05916 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 ("State") and Bud Clary Chevrolet, Inc., a Washington Corporation ("Contractor") and is dated as of February 10, 2020.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 05916 for Motor Vehicles dated effective as of January 5, 2017 ("Contract").
- B. The Parties previously amended the Contract one (1) time.
 - a. 05916a01 – Increase of Vendor Management Fee - April 1, 2017.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

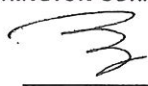
- 1. **TERM.** The Contract term is amended to extend the term twelve (12) months, ending January 1, 2022.
- 2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
- 4. **AUTHORITY.** Each party to this Amendment, 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 Amendment and that its execution, delivery, and performance of this Amendment has been fully

authorized and approved, and that no further approvals or consents are required to bind such party.

5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more 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 Amendment 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 Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

BUD CLARY CHEVROLET, INC.,
A WASHINGTON CORPORATION

By: 
Name: Bryce Clary
Title: President
Date: 2/14/20

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Name: Chad Irwin
Title: Procurement Supervisor
Date: 2/15/20

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

Bud Clary Chevrolet, Inc.
1030 Commerce Ave.
Longview, WA 98632

**SECOND AMENDMENT
TO
CONTRACT No. 05916
MOTOR VEHICLES**

This Second Amendment ("Amendment") to Contract No. 05916 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 ("State") and Bud Clary Chevrolet, Inc., a Washington Corporation ("Contractor") and is dated as of February 10, 2020.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 05916 for Motor Vehicles dated effective as of January 5, 2017 ("Contract").
- B. The Parties previously amended the Contract one (1) time.
 - a. 05916a01 – Increase of Vendor Management Fee - April 1, 2017.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

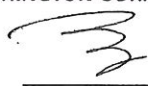
- 1. **TERM.** The Contract term is amended to extend the term twelve (12) months, ending January 1, 2022.
- 2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
- 4. **AUTHORITY.** Each party to this Amendment, 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 Amendment and that its execution, delivery, and performance of this Amendment has been fully

authorized and approved, and that no further approvals or consents are required to bind such party.

5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more 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 Amendment 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 Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

BUD CLARY CHEVROLET, INC.,
A WASHINGTON CORPORATION

By: 
Name: Bryce Clary
Title: President
Date: 2/14/20

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Name: Chad Irwin
Title: Procurement Supervisor
Date: 2/15/20

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	MASTER CONTRACT AMENDMENT	
	Master Contract No.:	05916
Clary Longview LLC dba Bud Clary Ford/Hyundai 700 7 th Ave Longview, WA 98632	Amendment No.:	3
	Effective Date:	10/13/21

**THIRD AMENDMENT
TO
MASTER CONTRACT NO. 05916
MOTOR VEHICLES**

This Third Amendment ("Amendment") to Master Contract No. 05916 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 Clary Longview LLC dba Bud Clary Ford/Hyundai ("Contractor") and is effective as date of signature.

RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods/services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these master contracts available, pursuant to 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. To provide a cost-effective and efficient procurement solution for state agencies and other eligible purchasers, Enterprise Services typically develops multi-year Master Contracts. Such Master Contracts establish pricing and, where appropriate, price adjustments over the term of the Master Contract.
- C. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Master Contract No. 05916 dated effective as of January 05, 2017 ("Master Contract").
- D. The Parties previously amended the Master Contract (2) Times.
 - a. 05916a01- Increase of Vendor Management Fee - April 01, 2017
 - b. 05916a02 - Term extension – January 1, 2022
- E. Enterprise Services and Contractor are witnessing unanticipated costs increases pertaining to certain raw materials, components, and logistical supply constraints that are unexpectedly tensioning pricing pertaining to this Master Contract. Accordingly, the Parties now desire to

amend the Master Contract to address certain unanticipated cost increases and provide temporary an equitable, temporary price adjustment consistent with the purpose of this Master Contract.

- F. The amendment set forth herein is within the scope of the Master Contract.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Master Contract, as previously amended, as follows:

1. TEMPORARY PRICE ADJUSTMENT. The Master Contract is amended to add the following provision:

TEMPORARY PRICE ADJUSTMENT. Notwithstanding any provision to the contrary, beginning October 12th, 2021, upon written request by Contractor, Enterprise Services will review, evaluate, and, as appropriate in its sole determination, approve temporary price adjustments pertaining to Master Contract goods/services impacted by unexpected costs that are beyond the Master Contract's applicable price adjustment procedures, if any; *Provided*, however, that:

- (a) Contractor must request such temporary price adjustment in writing and set forth the unexpected costs that are adversely impacting Contractor's specific Master Contract goods/services;
- (b) The unexpected costs must be unanticipated, beyond the reasonable control of Contractor, and impacting Contractor's industry/market segment (if the unexpected costs only are impacting Contractor and not its competitors, there will be no temporary price adjustment);
- (c) The unexpected costs must not be part of any other price adjustment (e.g., a PPI inflation adjustment) allowed or provided by the Master Contract and, if granted by Enterprise Services, the impact of any temporary price adjustment will be considered by Enterprise Services and factored into any other price adjustments as allowed or provided by the Master Contract;
- (d) Contractor must propose to Enterprise Services a reasonable, temporary price adjustment that, based on a material input percentage basis (or similar appropriate metric) for the goods/services equitably aligns Master Contract prices for impacted goods/services with the Master Contract's allocation of risk/return (e.g., Contractor's margin);
- (e) Contractor must document to Enterprise Services that Contractor already has implemented equivalent or greater price adjustments for Contractor's goods/services to other non-affiliated customers outside of the Master Contract based on the unexpected costs identified to Enterprise Services;
- (f) Contractor, acting in good faith, also must evaluate and, as appropriate, propose temporary price adjustments if costs for Contractor's Master Contract goods/services have unexpectedly decreased;
- (g) Enterprise Services, acting in good faith, will have sole discretion to approve the scope, amount, and duration of any temporary price adjustment;

- (h) Any such temporary price adjustment will be temporary and will include a stated period that will not exceed 180 days (Contractor, if circumstances warrant, may seek a subsequent temporary price adjustment); and
- (i) Unless and until a temporary price adjustment is approved in writing by Enterprise Services, Contractor will not adjust Master Contract prices.
2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Master Contract is unaffected and remains in full force and effect.
3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Master Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. **AUTHORITY.** Each party to this Amendment, 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 Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. **ELECTRONIC SIGNATURES.** An electronic signature of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. **COUNTERPARTS.** This Amendment may be executed in one or more 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 Amendment 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 Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

Clary Longview LLC dba Bud Clary
Ford/Hyundai

By: Marie Tellingshansen
Name: MARIE TELLINGHUSEN
Title: GOVT CONTRACTS MGR
Date: OCT 13, 2021

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Mark McClurkin
Name: Mark McClurkin
Title: Contract Specialist 3
Date: October 13th, 2021

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	MASTER CONTRACT AMENDMENT	
	Master Contract No.:	05916
	Amendment No.:	4
Clary Longview LLC dba Bud Clary Ford/Hyundai 700 7 th Avenue Longview, WA 98632	Effective Date:	Date of Signature

FOURTH AMENDMENT
TO
MASTER CONTRACT NO. 05916
MOTOR VEHICLES

This Fourth Amendment ("Amendment") to Master Contract No. 05916 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 Clary Longview LLC dba Bud Clary Ford/Hyundai, a Washington Company ("Contractor") and is effective on date of signature.

RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods/services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these master contracts available, pursuant to 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. To provide a cost-effective and efficient procurement solution for state agencies and other eligible purchasers, Enterprise Services typically develops multi-year Master Contracts. Such Master Contracts establish pricing and, where appropriate, price adjustments over the term of the Master Contract.
- C. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Master Contract No. 05916 dated effective as of January 05, 2017 ("Master Contract").
- D. The Parties previously amended the Master Contract (3) Times.
 - a. 05916a01- Increase of Vendor Management Fee - April 01, 2017
 - b. 05916a02 - Term extension – January 1, 2020
 - c. 05916a03 – Temporary Price Adjustment – October 13th, 2021

- E. Enterprise Services and Contractor are witnessing unanticipated costs increases pertaining to certain raw materials, components, and logistical supply constraints that are unexpectedly tensioning pricing pertaining to this Master Contract. Accordingly, the Parties now desire to amend the Master Contract to address certain unanticipated cost increases and provide temporary an equitable, temporary price adjustment consistent with the purpose of this Master Contract.
- F. The amendment set forth herein is within the scope of the Master Contract.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Master Contract, as previously amended, as follows:

- 1. TEMPORARY PRICE ADJUSTMENT. The Master Contract is amended to add the following provision:

TEMPORARY PRICE ADJUSTMENT. Notwithstanding any provision to the contrary, beginning date of signature, upon written request by Contractor, Enterprise Services will review, evaluate, and, as appropriate in its sole determination, approve temporary price adjustments pertaining to Master Contract goods/services impacted by unexpected costs that are beyond the Master Contract's applicable price adjustment procedures, if any; *Provided*, however, that:

- (a) Contractor must request such temporary price adjustment in writing and set forth the unexpected costs that are adversely impacting Contractor's specific Master Contract goods/services;
- (b) The unexpected costs must be unanticipated, beyond the reasonable control of Contractor, and impacting Contractor's industry/market segment (if the unexpected costs only are impacting Contractor and not its competitors, there will be no temporary price adjustment);
- (c) The unexpected costs must not be part of any other price adjustment (e.g., a PPI inflation adjustment) allowed or provided by the Master Contract and, if granted by Enterprise Services, the impact of any temporary price adjustment will be considered by Enterprise Services and factored into any other price adjustments as allowed or provided by the Master Contract;
- (d) Contractor must propose to Enterprise Services a reasonable, temporary price adjustment that, based on a material input percentage basis (or similar appropriate metric) for the goods/services equitably aligns Master Contract prices for impacted goods/services with the Master Contract's allocation of risk/return (e.g., Contractor's margin);
- (e) Contractor must document to Enterprise Services that Contractor already has implemented equivalent or greater price adjustments for Contractor's goods/services to other non-affiliated customers outside of the Master Contract based on the unexpected costs identified to Enterprise Services;
- (f) Contractor, acting in good faith, also must evaluate and, as appropriate, propose temporary price adjustments if costs for Contractor's Master Contract goods/services have unexpectedly decreased;
- (g) Enterprise Services, acting in good faith, will have sole discretion to approve the scope, amount, and duration of any temporary price adjustment;

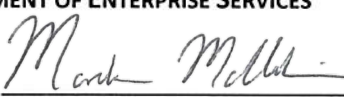
- (h) Any such temporary price adjustment will be temporary and will include a stated period that will not exceed 180 days (Contractor, if circumstances warrant, may seek a subsequent temporary price adjustment); and
- (i) Unless and until a temporary price adjustment is approved in writing by Enterprise Services, Contractor will not adjust Master Contract prices.
2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Master Contract is unaffected and remains in full force and effect.
3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Master Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. **AUTHORITY.** Each party to this Amendment, 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 this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. **ELECTRONIC SIGNATURES.** An electronic signature of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. **COUNTERPARTS.** This Amendment may be executed in one or more 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 Amendment 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 Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

Clary Longview LLC
dba Bud Clary Ford/Hyundai
A WASHINGTON COMPANY

By: 
Name: SETH ROSA
Title: GM
Date: April 20, 2022

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Name: Mark McClurkin
Title: Contract Specialist 3
Date: April 25th, 2022

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	MASTER CONTRACT AMENDMENT	
	Master Contract No.:	05916
	Amendment No.:	5
Clary Longview LLC dba Bud Clary Ford/Hyundai 700 7th Avenue Longview, WA 98632	Effective Date:	November 1,2022

**FIFTH AMENDMENT
TO
MASTER CONTRACT NO. 05916
MOTOR VEHICLES**

This Fifth Amendment ("Amendment") to Master Contract No. 05916 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 Clary Longview LLC dba Bud Clary Ford/Hyundai, a Washington Company ("Contractor") and is effective November 1,2022.

RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods/services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these master contracts available, pursuant to 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. To provide a cost-effective and efficient procurement solution for state agencies and other eligible purchasers, Enterprise Services typically develops multi-year Master Contracts. Such Master Contracts establish pricing and, where appropriate, price adjustments over the term of the Master Contract.
- C. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Master Contract No. 05916 dated effective as of January 05, 2017 ("Master Contract").
- D. The Parties previously amended the Master Contract (4) Times.
 - a. 05916a01- Increase of Vendor Management Fee - April 01, 2017
 - b. 05916a02 - Term extension – January 1, 2022
 - c. 05916a03 – Temporary Price Adjustment – October 12, 2021
 - d. 05916a04- Temporary Price Adjustment- April 1, 2022

- E. Enterprise Services and Contractor are witnessing unanticipated costs increases pertaining to certain raw materials, components, and logistical supply constraints that are unexpectedly tensioning pricing pertaining to this Master Contract. Accordingly, the Parties now desire to amend the Master Contract to address certain unanticipated cost increases and provide temporary an equitable, temporary price adjustment consistent with the purpose of this Master Contract.
- F. The amendment set forth herein is within the scope of the Master Contract.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Master Contract, as previously amended, as follows:

1. TEMPORARY PRICE ADJUSTMENT. The Master Contract is amended to add the following provision:

TEMPORARY PRICE ADJUSTMENT. Notwithstanding any provision to the contrary, beginning date of signature, upon written request by Contractor, Enterprise Services will review, evaluate, and, as appropriate in its sole determination, approve temporary price adjustments pertaining to Master Contract goods/services impacted by unexpected costs that are beyond the Master Contract's applicable price adjustment procedures, if any; *Provided*, however, that:

- (a) Contractor must request such temporary price adjustment in writing and set forth the unexpected costs that are adversely impacting Contractor's specific Master Contract goods/services;
- (b) The unexpected costs must be unanticipated, beyond the reasonable control of Contractor, and impacting Contractor's industry/market segment (if the unexpected costs only are impacting Contractor and not its competitors, there will be no temporary price adjustment);
- (c) The unexpected costs must not be part of any other price adjustment (e.g., a PPI inflation adjustment) allowed or provided by the Master Contract and, if granted by Enterprise Services, the impact of any temporary price adjustment will be considered by Enterprise Services and factored into any other price adjustments as allowed or provided by the Master Contract;
- (d) Contractor must propose to Enterprise Services a reasonable, temporary price adjustment that, based on a material input percentage basis (or similar appropriate metric) for the goods/services equitably aligns Master Contract prices for impacted goods/services with the Master Contract's allocation of risk/return (e.g., Contractor's margin);
- (e) Contractor must document to Enterprise Services that Contractor already has implemented equivalent or greater price adjustments for Contractor's goods/services to other non-affiliated customers outside of the Master Contract based on the unexpected costs identified to Enterprise Services;
- (f) Contractor, acting in good faith, also must evaluate and, as appropriate, propose temporary price adjustments if costs for Contractor's Master Contract goods/services have unexpectedly decreased;
- (g) Enterprise Services, acting in good faith, will have sole discretion to approve the scope, amount, and duration of any temporary price adjustment;

- (h) Any such temporary price adjustment will be temporary and will include a stated period that will not exceed 180 days (Contractor, if circumstances warrant, may seek a subsequent temporary price adjustment); and
- (i) Unless and until a temporary price adjustment is approved in writing by Enterprise Services, Contractor will not adjust Master Contract prices.
- (j) This temporary price adjustment allows Contractors to apply temporary price adjustments/increases to individual CARS orders. The pricing on Master Contract 05916 will not be increased in its entirety, but only if deemed necessary to complete an individual/specific CARS order and must be first approved by Purchaser before acceptance. Purchasers must evaluate the revised pricing from Contractor, and may cancel their orders without penalty if the revised pricing is not in their best interest. Once price adjustments are approved by the Purchaser, Contractors will then revise their CARS order by adding a line-item option which includes details of items affected by this price increase.
2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Master Contract is unaffected and remains in full force and effect.
3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Master Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. AUTHORITY. Each party to this Amendment, 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 Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. An electronic signature of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more 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 Amendment 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 Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

Clary Longview LLC
dba Bud Clary Ford/Hyundai
a Washington Limited Liability Company

By: Marie Tellinghuisen
Name: MARIE TELLINGHUISEN
Title: GOVT CONTRACTS MGR
Date: OCT 20, 2022

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Kelli Carmony
Name: Kelli Carmony
Title: Procurement Supervisor
Date: October 25, 2022

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411 Clary Longview LLC dba Bud Clary Ford/Hyundai 700 7th Avenue Longview, WA 98632	CONTRACT AMENDMENT	
	Contract No.	05916
	Amendment No.	6
	Effective Date	May 19, 2023

SIXTH AMENDMENT
TO
STATEWIDE CONTRACT No.05916
MOTOR VEHICLES

This Sixth Amendment ("Amendment") to Contract No. 05916 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 ("State") and Clary Longview LLC dba Bud Clary Ford/Hyundai, a Washington Company ("Contractor") and is dated as of May 5, 2023.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No.05916 for Motor Vehicles dated effective as of January 05,2017 ("Contract").
- B. The Parties previously amended the Master Contract 05916 as follows:
 - a. 05916a01- Increase of Vendor Management Fee - April 01, 2017
 - b. 05916a02 - Term extension - January 1, 2022
 - c. 05916a03 - Temporary Price Adjustment - October 12, 2021
 - d. 05916a04- Temporary Price Adjustment- April 1, 2022
 - e. 05916a05- Temporary Price Adjustment- November 1, 2022
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. The contract is hereby amended by deleting the existing 5.2 DELIVERY REQUIREMENTS (a, b, and f) in its entirety and inserting the following in lieu thereof:

DELIVERY REQUIREMENTS. Contractor must ensure that delivery of goods and/or services will be made as required by this Master Contract, the Purchase Order used by Purchasers, or as

otherwise mutually agreed in writing between the Purchaser and Contractor. The following apply to all deliveries:

- a. Contractor shall make all deliveries to Purchaser's official business location or, upon Purchaser request, a designated automotive upfitter business location (for designated upfitting for vehicle by Purchaser). All deliveries shall require signature from purchaser's authorized representative with an official identification card. Such deliveries shall occur during Purchaser's normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor at the time of order placement.
 - b. Contractor shall ship all goods and /or services purchased pursuant to this Master Contract, freight charges prepaid by contractor, FOB Purchaser's specified official business location/address 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. Contractor shall make best efforts to deliver equipment not in stock or unavailable from manufacturer at time of order within one hundred twenty (120) calendar days after receipt of order.
 - d. Delivery of the awarded new, unused vehicles is defined as receipt of the awarded new vehicle at the Purchaser's place of business or, upon Purchaser request, designated automotive upfitter's business location or at the Contractor's place of business. Contractor shall notify Purchaser at the phone number listed in the Purchase Order a minimum of forty-eight (48) hours notice prior to vehicle delivery. This is to ensure that a Purchaser-authorized employee is available to sign and date the delivery document and to indicate that Purchaser has received delivery of the vehicle.
 - e. Deliveries must NOT be delivered to a residential address and deliveries shall be received between 8:00am and 3:00pm (Customer's local time) on Purchaser normal business days, unless extended receiving hours are approved by Purchaser. Purchaser will not accept any responsibility for vehicle that has been delivered to or left at a Purchaser facility, unless a designated authorized employee has signed and dated the bill of lading or other delivery documents indicating Purchaser has received delivery of the vehicle. Once notified by contractor, Purchaser will have seventy-two (72) hours to receive vehicle at the official business location/address signed by purchaser's authorized representative.
2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
 3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the

Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

4. **AUTHORITY.** Each party to this Amendment, 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 Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. **ELECTRONIC SIGNATURES.** An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. **COUNTERPARTS.** This Amendment may be executed in one or more 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 Amendment 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 Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**CLARY LONGVIEW LLC DBA BUD CLARY
FORD/HYUNDAI A WASHINGTON LIMITED LIABILITY
COMPANY**

By: Marie Tellinghuisen
Name: Marie Tellinghuisen
Title: Government Contract Manager
Date: 05/06/2023

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: Kelli Carmony
Name: Kelli Carmony
Title: Procurement Supervisor
Date: 5/8/2023



CITY OF VANCOUVER
Procurement Services
 (360) 487-8430
 (360) 487-8433 fax
 www.cityofvancouver.us
 Federal Tax ID No. 91-6001288

Purchase Order Number:

PO-64971

Revision Number:

0

Purchase Order Date:

10/9/23

This Purchase Order number **MUST** appear on all invoices, packing lists, and correspondence related to this order.

Clary Longview LLC
 700 7th Ave
 Longview, WA 98632

Submit Invoice To:

City of Vancouver
 Jacob Mahan
 P.O. Box 1995
 Vancouver, WA 98668
 Jacob.Mahan@cityofvancouver.us
 accpay@cityofvancouver.us

Ship To:

City of Vancouver
Jacob Mahan
 4711 E Fourth Plain Blvd
 Vancouver, WA 98661

If you have any questions regarding this order, please contact:

Jacob Mahan / (360) 487-8195 Jacob.Mahan@cityofvancouver.us

Line #	Line Description	Qty	UOM	Unit Price	Amount
1	ONE FORD F550 4X4 WITH A UTILITY BOX FOR WASTEWATER'S NEW PUMP MECHANIC. NEW ADDITION TO THE FLEET.	1	Each	190,318.00	190,318.00
				Subtotal:	\$190,318.00
				Tax:	\$16,557.67
				Total:	\$206,875.67

Note to Supplier

Enter this URL <https://www.cityofvancouver.us/fms/page/terms-and-conditions> to access either the General terms and conditions or the Professional Services terms and conditions, whichever apply to this purchase order. Any amendments to this purchase order take full precedent over said terms and conditions.

The Vehicles RFP 05916 Contract and Amendments thereto ("Master Contract") between the Contractor and State of Washington DES is adopted and incorporated herein by this reference. The City shall be afforded all rights and privileges as "Enterprise Services" under the terms of the Master Contract.

Authorized Signature

**Item #1.****Staff Report 028-19**

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/25/2019

SUBJECT Continued Use of Washington State Contract 05916 for vehicle purchases

Key Points

- The City has greatly benefited by using Washington State Contract #05916 for the purchase of Chevrolet, Dodge, and Ford vehicles from Northsound Dwayne Lane (Dodge Dealership), and Columbia Ford. The City wishes to include Bud Clary Chevrolet in this arrangement.
- This contract does not expire until 1/5/2021 and can be extended an additional five years.
- The city has reached the limits of expenditures approved by Council in 2017.
- This contract is competitively bid.

Strategic Plan Alignment

N/A

Present Situation

The City uses Washington State Contract #05916 for vehicle purchases such as police vehicles, light duty vehicles, and medium duty vehicles.

Equipment Services would like authorization to continue to use the contract to purchase up to the Council-approved annual budgeted amount for vehicle purchases through the end of the contract, which is 1/5/2021, and into any extended period offered by the State of Washington.

The City has purchased up to the approved levels authorized by Council in 2017 and requests authority to continue to purchase using this contract up to the amounts approved by Council in City's budget process.

Advantage(s)

1. Currently, the City purchases vehicles through the Washington State Contract that match the current City of Vancouver standard vehicle platforms. This helps with continuity of the fleet vehicles and the ease of purchase for maintenance required parts.
2. The vendors covered under this contract have continuously provided high quality; dependable vehicles that help maintain uniformity in the City fleet and the operational needs of many of the various departments.
3. The approval for continued use of this contract will enable Equipment Services to order the required fleet replacement vehicles while taking advantage of the Washington State contract's competitive pricing.

Disadvantage(s)

None

Budget Impact

- Utilizes an existing contract thru Washington State that is good thru January 5, 2021, with an option to extend through January 5, 2025, and/or their replacement contract number, which is valid through the same timeline.
- Actual expenditures under this contract are subject to current and future budget appropriations approved by City Council.
- The expenditures under this contract are anticipated to be \$6,000,000.00 in 2019 and \$5,000,000.00 in 2020. These expenditures are subject to current and any future budget appropriations approved by City Council.

Prior Council Review

- Contract approval June 5, 2017 for the use of the contract with Columbia Ford. Staff report #161-17.
- Contract approval June 5, 2017 for the use of the contract with Northsound Dwayne Lane. Staff report #062-17.

Action Requested

Authorize the City Manager or his designee to approve purchases under Washington State contract #05916 for the life of the contract with Columbia Ford, Northsound Dwayne Lane, and Bud Clary Chevrolet.

Dan Zenger, Equipment Services Superintendent, 487-8205

ATTACHMENTS:

- ▢ [Columbia Ford Contract 05916](#)
- ▢ [Dwayne Lane Contract 05916](#)
- ▢ [Bud Clary Contract 05916](#)



Staff Report: 226-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/11/2023

SUBJECT Approval of 2024 Council Meeting Schedule

Key Points

- Council Policy 100-32 (City Council Meetings) calls for the annual Council meeting schedule to be approved by the City Council.
- The annual meeting schedule and calendar identify all Regular meetings, as well as scheduled holidays and breaks.
- Following Council adoption of the meeting schedule, City staff will publicly notice the full schedule and post the annual calendar on the City's website.

Strategic Plan Alignment

High Performing Government – a government that is reliable, fiscally responsible, equitable, and open to compromise.

Present Situation

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

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

The 2024 Council schedule includes 36 Regular Council meetings, and Community Forums once per quarter. All City Council meetings will begin at 6:30 p.m., per Council Policy 100-32. Workshops will be held between 4:00 and 6:00 p.m., unless otherwise noted on a published agenda. Community Forums will be held for up to 90 minutes as noticed and announced.

Subject to Council approval, the 2024 annual schedule will be publicly noticed in The Columbian newspaper, and the calendar will be posted on the City's website and distributed to the media and all City departments. Copies of the printed Council meeting calendar may be requested by contacting the Council Assistant at 360-487-8600.

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

2024 Annual Meeting Schedule

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

1/1/2024	No Meeting - holiday (New Year's Day observed)	
1/8/2024	Regular Meeting	6:30 p.m. 4-6 p.m.
1/15/2024	No Meeting - holiday (Martin Luther King Jr. Day)	
1/22/2024	Regular Meeting	6:30 p.m. 4-6 p.m.
1/29/2024	No Meeting - 5th Monday	
2/5/2024	Regular Meeting	6:30 p.m. 4-6 p.m.
2/12/2024	Regular Meeting	6:30 p.m. 4-6 p.m.
2/19/2024	No Meeting - holiday (Presidents Day)	
2/26/2024	Regular Meeting	6:30 p.m. 4-6 p.m.
3/4/2024	Regular Meeting	6:30 p.m. 4-6 p.m.
3/11/2024	Regular Meeting	6:30 p.m. 4-6 p.m.
3/18/2024	Community Forum	6:30 p.m.
3/25/2024	Regular Meeting	6:30 p.m. 4-6 p.m.
4/1/2024	Regular Meeting	6:30 p.m. 4-6 p.m.
4/8/2024	Regular Meeting	6:30 p.m. 4-6 p.m.
4/15/2024	Regular Meeting	6:30 p.m. 4-6 p.m.
4/22/2024	Regular Meeting	6:30 p.m. 4-6 p.m.
4/29/2024	No Meeting - 5th Monday	
5/6/2024	Regular Meeting	6:30 p.m. 4-6 p.m.
5/13/2024	Regular Meeting	6:30 p.m. 4-6 p.m.
5/20/2024	Regular Meeting	6:30 p.m. 4-6 p.m.
5/27/2024	No Meeting - holiday (Memorial Day)	
6/3/2024	Regular Meeting	6:30 p.m. 4-6 p.m.
6/10/2024	Regular Meeting	6:30 p.m. 4-6 p.m.
6/17/2024	Regular Meeting	6:30 p.m. 4-6 p.m.
6/24/2024	Community Forum	6:30 p.m.
7/1/2024	Regular Meeting	6:30 p.m. 4-6 p.m.
7/8/2024	Regular Meeting	6:30 p.m. 4-6 p.m.
7/15/2024	Regular Meeting	6:30 p.m. 4-6 p.m.
7/22/2024	No Meeting - Mid-Year Break	
7/29/2024	No Meeting - 5th Monday	
8/5/2024	Regular Meeting	6:30 p.m. 4-6 p.m.

8/12/2024	Regular Meeting	6:30 p.m. 4-6 p.m.
8/19/2024	Regular Meeting	6:30 p.m. 4-6 p.m.
8/26/2024	Regular Meeting	6:30 p.m. 4-6 p.m.
9/2/2024	No Meeting - holiday (Labor Day)	
9/9/2024	Regular Meeting	6:30 p.m. 4-6 p.m.
9/16/2024	Regular Meeting	6:30 p.m. 4-6 p.m.
9/23/2024	Community Forum	6:30 p.m.
9/30/2024	No Meeting - 5th Monday	
10/7/2024	Regular Meeting	6:30 p.m. 4-6 p.m.
10/14/2024	Regular Meeting	6:30 p.m. 4-6 p.m.
10/21/2024	Regular Meeting	6:30 p.m. 4-6 p.m.
10/28/2024	Regular Meeting	6:30 p.m. 4-6 p.m.
11/4/2024	Regular Meeting	6:30 p.m. 4-6 p.m.
11/11/2024	No Meeting - holiday (Veteran's Day)	
11/18/2024	Regular Meeting	6:30 p.m. 4-6 p.m.
11/25/2024	Community Forum	6:30 p.m.
12/2/2024	Regular Meeting	6:30 p.m. 4-6 p.m.
12/9/2024	Regular Meeting	6:30 p.m. 4-6 p.m.
12/16/2024	Regular Meeting	6:30 p.m. 4-6 p.m.
12/23/2024	No Meeting - End of Year Break	
12/30/2024	No Meeting - 5th Monday	

Advantage(s)

1. Provides Council with an opportunity to review the upcoming annual meeting schedule prior to publishing
2. Increases transparency and public awareness of when the Council regularly meets

Disadvantage(s)

None

Budget Impact

None

Prior Council Review

Amendments to the Council Policy 100-32 were last adopted on January 9, 2023 (Res. M-4204)

Action Requested

Approve the 2024 annual City Council Meeting schedule.

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

ATTACHMENTS:

- ▣ 2024 Council Meeting Calendar

Vancouver City Council

2024 Meeting Calendar



January

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April

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	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May

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5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June

S	M	T	W	Th	F	S
						1
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Regular Meeting Community Forum Holiday/5th Monday—No Meeting (see details on back)

Workshops 4 – 6 p.m., unless otherwise noted on agenda. All meetings begin at 6:30 p.m.

Vancouver City Council

2024 Meeting Calendar

Unless otherwise advertised, City Council meets at 6:30 p.m., every 1st through 4th Mondays every month in the Council Chambers at Vancouver City Hall, 415 W. 6th Street, Vancouver, WA.

Community Forums are held four times per year with the format varying from quarter to quarter and ground rules will be announced.

Council does not meet on 5th Mondays or on most federally recognized holidays. The Vancouver City Charter requires that Council meet regularly, but not less often than twice each month. In the event a City-recognized holiday occurs on Monday, the Council shall not meet.

2024 Monday Holidays—No Council

Jan. 1—New Year's Day (observed)
Jan. 15—Martin Luther King Jr. Day
Feb. 19—Presidents Day
May 27—Memorial Day
July 22—Mid-Year Break
Sept. 2—Labor Day
Nov. 11—Veteran's Day
Dec. 23—End of Year Break

2024 5th Mondays—No Council

Jan. 29
April 29
July 29
Sept. 30
Dec. 30

Additional 2024 Holidays— City Offices Closed

Wed., June 19—Juneteenth
Thurs., July 4—Independence Day
Thurs., Nov. 28—Thanksgiving Day
Fri., Nov. 29—Native American Heritage Day
Wed., Dec. 25—Christmas



Staff Report: 227-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/11/2023

SUBJECT Award of grant funds from the 2024 PEG 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 \$381,657.83 in grants to TV ETC and \$64,656 to CVTV.

Strategic Plan Alignment

High Performing Government – a government that is reliable, fiscally responsible, equitable, and open to compromise.

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 \$446,314. Estimated funds available for distribution in 2024 are approximately \$500,000. The grant applications were reviewed by outside technical experts and the PEG Committee, a subcommittee of the Commission.

The Telecommunications Commission through Resolution 2023-05 (attached) recommends that Vancouver City Council award PEG Capital Support Funding as follows:

Applicant	Total Amount Requested	Total Amount Funded
TV ETC	\$381,657.83	\$381,657.63
CVTV	\$64,656	\$64,656
Total PEG Access Capital Grant Funds	\$446,314	\$446,314

-

-

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 \$500,000 available for distribution in 2024. 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 11, 2023, 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 \$381,657.83 to TV ETC and \$64,656 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.)

Kerry Peck, Administrative Assistant, 360-487-8616

ATTACHMENTS:

- ▣ Resolution for Clty PEG Grants
- ▣ 2023-05 PEG Grant Awards - Signed

12-11-2023

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 2023-05 to Vancouver City Council an award from the PEG Capital Support Fund of \$381,657.83 to TV ETC and \$64,656 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 2023-05 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	\$381,657.83	\$381,657.83
CVTV	\$64,656	\$64,656
Total PEG Access Capital Grant Funds	\$588,587.47	\$588,587.47

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 2023-05.

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 11th day of
December 2023.

Anne McEnery-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

Attachment: Exhibit “A” – Telecommunications Commission Resolution 2023-05

RESOLUTION - 3

City/County Telecommunications Commission

RESOLUTION 2023 – 05

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 found no concerns or issues with the applications; so therefore, forego the need to meet with the PEG providers to discuss their applications.

- 1.8 The Committee presented their recommendations and findings to the Commission in the **Recommendations for the 2024 PEG Capital Support Grants** (Exhibit A) exhibit attached hereto. Estimated funds available for distribution in 2024 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.

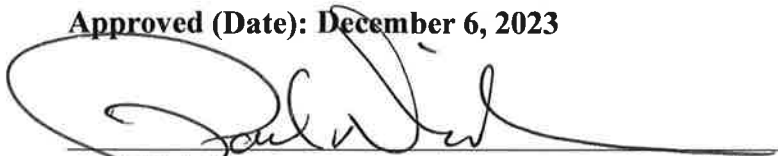
- 2.1 The Commission recommends, barring any substantial issues raised by the City and County governing boards, and upon signing the required PEG Capital Grant agreements, that TV ETC and CVTV be awarded PEG Capital Support Funds as follows:

Applicant	Total Amount Requested	Total Amount Funded
TV ETC	\$381,657.83	\$381,657.83
CVTV	\$64,656.00	\$64,656.00
Total PEG Grant Funds	\$446,313.83	\$446,313.83

The City/County Telecommunications Commission, through this Resolution, adopts the findings and recommendations contained herein and as outlined in Exhibit A: **Recommendations for the 2024 PEG Capital Support Grants**

- 2.2 The Commission directs staff to forward this Resolution and finalized copies of the **Recommendations for the 2024 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 6, 2023



Paul Dicker, Chair, City/County Telecommunications Commission

EXHIBIT "A" - Recommendations for the 2023 PEG Capital Support Grants



Staff Report: 228-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/11/2023
12/18/2023

SUBJECT 2023 Second Supplemental Budget

Key Points

1. Budget adjustments are made twice each year to reflect changes in revenues and expenditure needs that occur after the budget is adopted.
2. The Second Supplemental of 2023 includes a total increase in the City's 2023-24 appropriation for all funds of \$150.4 million.

Strategic Plan Alignment

High Performing Government – a government that is reliable, fiscally responsible, equitable, and open to compromise.

Present Situation

The second supplemental of 2023 includes administrative items, expenditures associated with new external revenues, adjustments to capital projects as well as a small number of other high priority items.

The recommended expenditure appropriation increases for the City's Operating and Capital funds included in the 2023 Second Supplemental Budget totals \$150.4 million. An increase of \$87 million relates to recommended changes in the Operating budget, with the remaining appropriation increase of \$63.4 million representing changes in capital projects and supporting funding transfers. The Supplemental will result in utilizing \$53.2 million in city resources; of that amount, the General Fund's share is \$9 million.

Appropriation increases to the General, Street and Fire funds total \$44.3 million over the biennium. Major items are summarized below.

- Miscellaneous grants include: Justice Assistance Grants (JAG) for adult and child CPR training and leadership conferences; Internet Crimes Against Children Grant providing training and supplies; Fire Project Home Safe grants to support the zero-ignition fire initiative and risk reduction efforts within high-risk and vulnerable

populations; State Homeland Security Program and Assistance to Firefighters grants for equipment and training; Department of Commerce (DOC) grant to conduct feasibility studies on solar and storage system; DOC grants to support climate policy development, middle housing code development and growth management act work; and Washington State Department of Transportation (WSDOT) grant to support Homeless Assistance and Resources Team (HART) outreach on WSDOT right of ways and operations of Safe Stay Communities.

- New administrative items include: reclassification of 56 Firefighters to Fire Engineers and other compensation changes consistent with the ratified 2023-25 Fire Suppression contract; increase of Clark Regional Emergency Services Agency (CRESA) fees in 2024, driven by the City's Public Safety needs; additional funding for street light materials and an upgrade of street lights in the Downtown; police callback and overtime increase due to all vacancies being filled and increased call volume; replacing/upgrading Public Order Specialist Team (POST) equipment; increase of health insurance rates in 2024, coupled with the City's one time contribution towards the cost increase for 2024; an appropriation for recording fees associated with leasing city-owned parcels for development (Waterfront Gateway Ground Lease); updated appropriation for Safe Parks and Safe Stay 1, 2, and 3, driven by a significant cost increase to manage the sites; one-time property acquisition funding for economic development and an increase for the Southwest Humane Society Contract.

The remaining appropriation increase relates to changes in other operating city funds. Major changes are summarized below:

- Significant increase in the City's 2024 health insurance rates; increase in 2023 Workers Compensation claims and the significant cost increase on liability insurance; increased costs to purchase or replace a number of large vehicles, including the Bucket Truck, TV Van, Easement Machine, Wastewater Pump Truck, Special Weapons and Tactics (SWAT) Bearcat vehicle, as well as an increase in appropriation for fleet maintenance parts; buy back of City Hall Permit Center Condo from the Building Fund; sale of half of 521 Chkalov Building to Building Fund; Construction Services relocation from East Precinct to a newly leased facility; and design funding to update the Water Center Exhibits.

The total net Capital Budget appropriation of \$63.4 million (including capital funding) is included in the Second Supplemental of 2023. Expenditures by project are outlined in Attachment C to the ordinance. Capital funding transfers supporting the City's capital projects budget totals \$17.7 million. Highlights of major capital changes are listed below:

- General Capital/Asset Management projects totaling \$32.3 million:
 - Esther Short Park Bell Tower Remodel
 - Chkalov Building Remodel
 - Allocation of ARPA funds to specific Fourth Plain for All projects after extensive public outreach to residents Economic Development Acquisition
 - Economic Development Acquisition
 - Police Training Center Facility Evaluation
 - East Precinct Police Building Remodel
 - Howard House Roof Replacement
- Parks Capital projects totaling a \$4.1 million reduction:
 - Vancouver Innovation Center Land Acquisition Increase
 - Shaffer Community Park Development Increase

- Fisher Basin Community Park Sport Court Conversion
- Bagley Community Park Development Cost Reduction
- Streets/Transportation Capital projects totaling \$15 million:
 - Main Street – 5th to 15th (ARPA)
 - Fourth Plain for All (ARPA / Reallocation)
 - 137th Ave Corridor – 49th to Fourth Plain
 - Fourth Plain – 62nd – Andresen Multiuse Path
 - Main Street – 5th to 15th (ARPA)
- Water and Wastewater Capital projects totaling \$2.1 million.

Attachment B of the ordinance outlines changes to full-time equivalent (FTE) employees, with an overall net new increase of 12.0 FTEs recommended in the 2023 Second Supplemental. Staffing changes are listed below:

- Updating Public Works FTE count to support the first phase of the reorganization, which includes adding a Deputy Public Works Director, a Wastewater Treatment Civil Engineer, and a Wastewater Operations Superintendent, as well as eliminating two vacant positions (Solid Waste Senior Support Specialist and Water Facilities Assistant).
- Converting seven part-time Customer Service Representatives to 3.5 FTEs within Parks, Recreation, & Cultural Services and converting two part-time Clark Vancouver Television Video (CVTV) Video Director/Editors and one Associate Video Producer to 1.5 FTEs.
- New (1.0 FTE) Transportation Planning Program Manager to better support new Complete Streets planning project needs.
- New (1.0 FTE) Police Records Specialist to support the additional public disclosure requests related to the footage captured by the body worn cameras within the Police Department.
- New (1.0 FTE) Plans Review Supervisor within the Development Review division of Community Development.
- New (1.0 FTE) Homeless Response Coordinator to support current and future homeless response programs.
- New (1.0 FTE) Capital Projects Manager in the Facilities Maintenance division of General Services to better manage smaller contractors working on City capital projects.
- New (1.0 FTE) Human Resources Analyst to support an upcoming City-wide classification and compensation project currently slated for 2024.

Attachment D to the Ordinance includes recommended 2024 adjustments to the non-union pay ranges.

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 \$53.2 million of existing city

resources across all funds.

Budget Impact

The 2023 Second Supplemental increases the City's 2023-24 appropriation by \$150.4 million.

Action Requested

On Monday, December 11, 2023, approve the ordinance on first reading, setting the date of second reading and public hearing for Monday, December 18th, 2023.

Shannon Olsen, Budget Manager, 360-487-8497

ATTACHMENTS:

- ▢ Ordinance - 2023 Second Supplemental
- ▢ Attachment A
- ▢ Attachment B
- ▢ Attachment C
- ▢ Attachment D

12/11/2023

12/18/2023

ORDINANCE M-_____

AN ORDINANCE relating to the 2023-24 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 2023-24 which were not and could not reasonably have been foreseen at the time of adoption of the 2023-24 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 2023-24 City of Vancouver Capital Budget.

Section 2. That a total of 12.0 full-time equivalent positions is added as identified in Attachment "B" to this ordinance. The position adjustments shall be made consistent with applicable civil service rules and personnel regulations. Attachment "D" of this ordinance contains 2024 salary schedules for positions not covered by labor agreements.

Section 3. As reported in SR No. _____ the appropriations made in this ordinance are necessary to meet certain necessary expenditures that will be incurred in 2023-24 which were not and could not reasonably have been foreseen at the time of adoption of the 2023-24 Budget; an emergency is hereby declared, and this ordinance shall go into effect immediately upon final passage.

ORDINANCE - 1

DATE OF FINAL PASSAGE by the Vancouver City Council: _____.

SIGNED this _____ day of _____, 2023.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

ORDINANCE - 2

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE relating to the 2023-24 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 2023-24 which were not and could not reasonably have been foreseen at the time of adoption of the 2023-24 Budget: providing for an immediate effective date.

ORDINANCE - 3

City of Vancouver

Expenditures by Fund

Attachment A

Fund	2023 Second Supplemental (2023-24)
Operating Budget	
General, Street, and Fire Funds	
General Fund	35,901,834
Street Fund	2,645,123
Street Funding Initiative - Operating Fund	2,066,405
Fire Fund	3,661,783
Total General, Street, and Fire Funds	44,275,145
Special Revenue Funds	
Investigative Fund	64,429
Drug Enforcement Fund	24,341
CED Grants	129,945
Tourism Fund	631,883
Affordable Housing	39,388
American Rescue Plan Act Fund	15,795,271
American Rescue Plan Act 2 Fund	5,008,817
Transportation Special Revenue Fund	687,051
Fire Equipment Fund	70,785
Emergency Ambulance Services Contract Admin Fund	101,659
Capital Funds	
Transportation Capital Fund	(125,874)
Street Funding Initiative - Capital Fund	(250,000)
Capital Improvement Fund	90,304
Enterprise Funds	
City Tree Reserve Fund	25,000
Surface Water Management Fund	131,410
Water Utility Fund	773,385
Water Revenue Bond Debt Service Fund	(2,960,000)
Sewer Utility Fund	722,356
Airport Fund	109
Building Inspection Fund	12,866,766
Solid Waste Fund	(82,157)
Parking Services Fund	(5,699)
Internal Service Funds	
Facilities Asset Management and Replacement Reserve	200,000
Equipment Services Operations Fund	603,240
Equipment Services Capital Fund	1,120,184
Computer Repair & Replacement	4,191
Facilities Maintenance Services Fund	422,973
Grounds Services Fund	117,834
Self-Insured Worker's Comp & Liability Fund	2,699,369
Internal Administrative Services Fund	769,554

Fund	2023 Second Supplemental (2023-24)
Benefits Fund	800,000
Self-Insured Health Insurance Fund	1,706,700
Fiduciary Funds	
SW Washington Regional SWAT Team Fund	397,672
City/County Cable TV Fund	187,328
Total Other Funds Expense Budget	42,768,214
Total Operating Expense Budget	87,043,359
Capital Budget	
Capital Project Funds	
General Fund Capital	14,355,000
Street Funding Initiative - Operating Fund	1,250,000
Transportation Capital Fund	1,817,000
Street Funding Initiative - Capital Fund	12,343,000
Fire Acquisition Fund	25,410
Capital Improvement Fund	17,423,000
VNHR Property Capital	525,000
Parks Construction Fund (Capital Projects only)	(4,091,626)
Water Construction Fund	1,300,000
Sewer Construction Fund	822,000
Total Capital Project Funds	45,768,784
Capital Funding Transfers Supporting COV Capital Projects Budget	
General Fund	7,302,500
Street Fund	250,000
American Rescue Plan Act Fund	(19,362,259)
American Rescue Plan Act 2 Fund	23,612,259
Transportation Special Revenue Fund	(1,100,000)
Downtown Initiatives Fund	4,855,000
Columbia TIF District	1,500,000
Fire Fund	(827,980)
PIF District B	487,941
PIF - District C	920,433
Transportation Capital Fund	43,200
Total Transfers for Capital	17,681,094
Total Capital Expense Budget	63,449,878
Total Operating and Capital Expense Budget	150,493,237

City of Vancouver
2023 Second Supplemental Summary of FTE Changes

ATTACHMENT B

Fund - Department	Job Classification	Position Type	2023 FTE Changes
001 General Fund			
City Manager's Office	Homeless Response Coordinator	New - Regular	1.00
Community Development - Comprehensive Planning Division	Transportation Planning Program Manager	New - Regular	1.00
Parks, Recreation & Cultural Services	Customer Service Representative	New - Regular	3.50
Police	Police Records Specialist	New - Regular	1.00
		Reclassification	1.00
	Police Service Technician	Reclassification	(1.00)
001 General Fund Total			6.50
151 Fire Fund			
Fire	Fire Captain	Reclassification	19.00
	Fire Captain Paramedic	Reclassification	(19.00) ¹
	Firefighter	Reclassification	22.00
	Firefighter Paramedic	Reclassification	(78.00) ¹
	Human Resources Business Partner	Reclassification	(1.00)
	Senior Management Analyst	Reclassification	1.00
	Firefighter Engineer	Reclassification	56.00
151 Fire Fund Total			0.00
444 Surface Water Management Fund			
Engineering & Construction Services	Engineering Specialist	Reclassification	(1.00)
	Technical Engineering Supervisor	Reclassification	1.00
444 Surface Water Management Fund Total			0.00
445 Water Utility Fund			
Environmental Resources	Program Coordinator	Reclassification	(1.00)
	Facilities Assistant	Remove Position	(1.00)
	Water Resource Supervisor	Reclassification	1.00
Public Works Admin	Deputy Public Works Director	New - Regular	1.00
445 Water Utility Fund Total			0.00
475 Sewer Utility Fund			
Engineering & Construction Services	Civil Engineer	New - Regular	1.00
	Engineering Technician	Reclassification	(1.00)
	Senior Engineering Technician	Reclassification	1.00
Operations & Maintenance	Operations Superintendent	New - Regular	1.00
475 Sewer Utility Fund Total			2.00
483 Building Inspection Fund			
Community Development - Development Review Services Division	Senior Permit Specialist	Reclassification	(1.00)
	Support Specialist	Reclassification	1.00
	Plan Review Supervisor	New - Regular	1.00
483 Building Inspection Fund Total			1.00
490 Solid Waste Fund			
Environmental Resources	Senior Support Specialist	Remove Position	(1.00)
490 Solid Waste Fund Total			(1.00)
507 Facilities Maintenance Services Fund			
General Services	Capital Projects Manager	New - Regular	1.00
507 Facilities Maintenance Services Fund Total			1.00
510 Internal Administrative Services Fund			
Finance	Financial Analyst	Reclassification	1.00
	Principal Accountant	Reclassification	0.00
	Senior Accountant	Reclassification	(1.00)
	Senior Procurement Specialist	Reclassification	(1.00)
	Principal Procurement Specialist	Reclassification	1.00
General Services	Records Specialist	Reclassification	(1.00)
	Records Supervisor	Reclassification	(1.00)
	City Records Manager	Reclassification	1.00
	Human Resources Analyst	New - Regular	1.00
Information Technology	Computer Technician	Reclassification	1.00
510 Internal Administrative Services Fund Total			1.00
655 City/County Cable TV Fund			
City Manager's Office	Associate Video Producer/Multimedia Journalist	New - Regular	0.50
	Video Director/Video Editor	New - Regular	1.00
655 City/County Cable TV Fund Total			1.50
Grand Total			12.00

1. Per the 2023-25 Fire Suppression contract, effective January 1, 2024, the Captain Paramedic rank will be eliminated; however, Fire is still authorized 96 Paramedics that can be distributed between the Firefighter and Firefighter Engineer classifications.

City of Vancouver 2023 Second Supplemental budget
Capital Project Changes

Attachment C

Projects	Capital Project Budget Change
General	
Fourth Plain for All	9,500,000
Economic Development Acquisition	4,855,000
Citywide Fire Panel Upgrades	88,000
521 Chkalov Drive Remodel	15,000,000
General Total	29,443,000
General - Asset Management	
Esther Short Park Bell Tower remodel	1,250,000
Police Training Center	600,000
Police East Precinct Remodel	485,000
General - Asset Management Total	2,335,000
General - Fire Construction	
2023 State Department of Commerce	25,410
General - Fire Construction Total	25,410
Parks	
Bagley Community Park Development	(5,500,000)
Evergreen Park	(1,000,000)
Raymond E Shaffer Park Development	434,941
Vancouver Innovation Center (VIC)	875,433
Evergreen Park Play Equipment Replacement	(500,000)
The Downs Park Play Equipment Replacement	(500,000)
Stein Park Parcel Acquisition	53,000
Fourth Plain for All	2,000,000
Fisher Basin Community Park Sport Court Conversion	45,000
Parks Total	(4,091,626)
Transportation/Streets - Transportation	
137th Ave Corridor - 49th to Fourth Plain	1,817,000
Main Street - 5th to 15th (ARPA)	11,365,000
Fourth Plain for All	4,250,000
Fourth Plain - 62nd - Andresen Multiuse Path	100,000
Transportation/Streets - Transportation Total	17,532,000
VNHR	
Officer's Row Howard House Roof Replacement	525,000
VNHR Total	525,000
Grand Total	45,768,784

2024 Non Union Exempt & Non-Exempt Schedule

Classification	Minimum	Midpoint	Maximum
35	219,192	257,868	296,544
Exempt Positions	18,266	21,489	24,712
Deputy City Manager			
Non-Exempt Positions			
No Active Classifications			
34	208,749	245,587	282,425
No Active Classifications	17,396	20,466	23,535
33	198,808	233,892	268,976
No Active Classifications	16,567	19,491	22,415
32	189,341	222,754	256,176
Exempt Positions	15,778	18,563	21,348
City Attorney			
Fire Chief			
Police Chief			
Non-Exempt Positions			
No Active Classifications			
31	180,336	212,147	243,969
Exempt Positions	15,028	17,679	20,331
Public Works Director			
Non-Exempt Positions			
No Active Classifications			
30	171,738	202,045	232,351
Exempt Positions	14,312	16,837	19,363
Chief Financial Officer			
Communications Director			
Community Development Director			
Deputy Police Chief			
Diversity, Equity and Inclusion Director			
Economic Development Director			
General Services Director			
Human Resources Director			
Information Technology Director			
Parks and Recreation Director			
Non-Exempt Positions			
No Active Classifications			

2024 Non Union Exempt & Non-Exempt Schedule

Classification	Minimum	Midpoint	Maximum
29	163,560	192,423	221,287
Exempt Positions	13,630	16,035	18,441
Assistant Police Chief			
Deputy City Attorney			
Deputy Fire Chief			
Non-Exempt Positions			
No Active Classifications			
28	155,771	183,260	210,750
<i>Deputy Public Works Director</i>	<i>12,981</i>	<i>15,272</i>	<i>17,562</i>
27	148,354	174,540	200,724
No Active Classifications	12,363	14,545	16,727
26	141,289	166,223	191,156
Exempt Positions	11,774	13,852	15,930
City Engineer			
Deputy Community Development Director			
Deputy Economic Development Director			
Deputy Finance Director			
Deputy Human Resources Director			
Deputy Information Technology Director			
Operations Division Manager			
Program and Policy Development Manager			
Transportation Division Manager			
Non-Exempt Positions			
No Active Classifications			
25	134,561	158,307	182,053
Exempt Positions	11,213	13,192	15,171
Assistant City Attorney III			
Capital Projects Division Manager			
City Prosecutor			
Construction Services Division Manager			
Fire Marshal			
Non-Exempt Positions			
No Active Classifications			

2024 Non Union Exempt & Non-Exempt Schedule

Classification	Minimum	Midpoint	Maximum
24 Exempt Positions Development Review Division Manager Park Development Services Manager Recreation Services Manager Non-Exempt Positions No Active Classifications	128,154 10,680	150,769 12,564	173,384 14,449
23 Exempt Positions Assistant City Attorney II Budget Manager IT Infrastructure Manager Treasurer Non-Exempt Positions No Active Classifications	122,051 10,171	143,589 11,966	165,128 13,761
22 Exempt Positions Accounting Manager Applications Manager Building Official Engineering Program Manager GIS and Data Manager Procurement Manager Public Works Finance & Asset Manager Non-Exempt Positions No Active Classifications	116,239 9,687	136,752 11,396	157,265 13,105
21 Exempt Positions Airport Manager Cultural Services Manager Emergency Preparedness Manager Environmental Services Manager Homeless Response Manager Risk and Safety Manager Senior Civil Engineer Senior Traffic Engineer <i>Transportation Planning Program Manager</i> Non-Exempt Positions No Active Classifications	110,704 9,225	130,248 10,854	149,776 12,481

2024 Non Union Exempt & Non-Exempt Schedule

Classification	Minimum	Midpoint	Maximum
20	105,432	124,038	142,644
Exempt Positions	8,786	10,337	11,887
Assistant Building Official			
Assistant Fire Marshal			
City Surveyor			
Computer Services Manager			
Housing Programs Manager			
Land Use Program Manager			
Long Range Planning Program Manager			
Operations Superintendent			
Parking District Manager			
Public Safety Technician Manager			
Senior IT Systems Analyst			
Utilities Administration Manager			
Non-Exempt Positions			
No Active Classifications			
19	100,412	118,140	135,851
Exempt Positions	8,368	9,845	11,321
Capital Projects Manager			
Performance Analyst			
Principal Planner			
Principal Project Manager			
Senior Policy Advisor			
Senior Policy Analyst			
Non-Exempt Positions			
No Active Classifications			

2024 Non Union Exempt & Non-Exempt Schedule

Classification	Minimum	Midpoint	Maximum
18	95,630	112,506	129,382
Exempt Positions	7,969	9,376	10,782
Business Intelligence Analyst			
Civil Engineer			
Community Engagement Manager			
GIS Supervisor			
IT Systems Analyst			
Payroll Manager			
Plan Review Supervisor			
Professional Land Surveyor			
Recreation Facility Manager			
Senior Budget Analyst			
Strategic Communications Manager			
Technical Engineering Supervisor			
Traffic Engineer			
Video Services Manager			
18			
Non-Exempt Positions			
No Active Classifications			
17	91,076	107,149	123,221
Exempt Positions	7,590	8,929	10,268
Assistant City Attorney I			
City Records Manager			
DEI Business Partner			
Environmental Scientist			
Human Resources Business Partner			
Internal Auditor			
Lead Human Resources Analyst			
Police Records Manager			
Property Management Specialist			
Senior Financial Analyst			
Senior Park Planner			
Senior Planner			
Senior Project Coordinator			
Non-Exempt Positions			
No Active Classifications			

2024 Non Union Exempt & Non-Exempt Schedule

Classification	Minimum	Midpoint	Maximum
16	86,739	102,046	117,360
Exempt Positions	7,228	8,504	9,780
Associate Civil Engineer			
Associate Traffic Engineer			
Budget Analyst			
Fleet Services Emergency Supervisor			
Fleet Services Supervisor			
Finance and Logistics Supervisor			
Permit Center Supervisor			
Principal Procurement Specialist			
Safety Officer			
Senior Communications Specialist			
Senior Park Developer			
Workers' Compensation Analyst			
Non-Exempt Positions			
Senior Digital Forensics Investigator			
15	82,609	97,187	111,765
Exempt Positions	6,884	8,099	9,314
ADA Coordinator			
Financial Analyst			
Finance Supervisor			
Human Resources Analyst			
Human Resources Coordinator			
Principal Accountant			
Recreation Services Supervisor			
Safety Coordinator			
Senior Management Analyst			
Senior Procurement Specialist			
Solid Waste Supervisor			
Urban Forester			
Utility Service Supervisor			
Volunteer Coordinator			
Water Resource Supervisor			
Non-Exempt Positions			
Neighborhood Coordinator			

2024 Non Union Exempt & Non-Exempt Schedule

Classification	Minimum	Midpoint	Maximum
14	78,675	92,559	106,443
Exempt Positions	6,556	7,713	8,870
Associate Climate Project Coordinator			
Associate Planner			
Associate Project Coordinator			
Evidence Supervisor			
Homeless Response Coordinator			
Park Developer			
Non-Exempt Positions			
Senior Computer Technician			
Web Content Manager			
13	74,929	88,151	101,374
Exempt Positions	6,244	7,346	8,448
Construction Project Coordinator			
Executive Assistant to the City Manager			
Police Records Supervisor			
Records Supervisor			
Senior Legal Assistant			
Non-Exempt Positions			
Digital Forensics Investigator			
Solid Waste Analyst			
12	71,361	83,954	96,547
Exempt Positions	5,947	6,996	8,046
No Active Classifications			
Non-Exempt Positions			
Communications Specialist			
Community Liaison			
Computer Technician			
Management Analyst			
Procurement Specialist			
Senior Accountant			
Water Resources Educator			

2024 Non Union Exempt & Non-Exempt Schedule

Classification	Minimum	Midpoint	Maximum
11	67,963	79,956	91,949
Exempt Positions	5,664	6,663	7,662
Parking Supervisor			
Non-Exempt Positions			
Communications Coordinator			
Executive Assistant to the City Council			
Material Control Coordinator			
Video-Multimedia Producer			
10	64,726	76,149	87,571
Exempt Positions	5,394	6,346	7,298
No Active Classifications			
Non-Exempt Positions			
Administrative Assistant			
Assistant Planner			
DEI Project Coordinator			
Homeless Encampment Response Coordinator			
Homeless Outreach Specialist			
Human Resources Specialist			
Program Coordinator			
Video Services Coordinator			
9	61,644	72,522	83,401
Exempt Positions	5,137	6,044	6,950
No Active Classifications			
Non-Exempt Positions			
Associate Accountant			
8	58,709	69,069	79,429
Exempt Positions	4,892	5,756	6,619
No Active Classifications			
Non-Exempt Positions			
Associate Video-Multimedia Producer			
Resources Service Technician			

2024 Non Union Exempt & Non-Exempt Schedule

Classification	Minimum	Midpoint	Maximum
7	55,913	65,780	75,647
Exempt Positions	4,659	5,482	6,304
No Active Classifications			
Non-Exempt Positions			
Senior Support Specialist			
TV/Video Director & Editor			
Volunteer Program Assistant			
6	53,250	62,648	72,045
No Active Classifications	4,438	5,221	6,004
5	50,715	59,664	68,614
Exempt Positions	4,226	4,972	5,718
No Active Classifications			
Non-Exempt Positions			
Support Specialist			
4	48,300	56,823	65,347
No Active Classifications	4,025	4,735	5,446
3	46,000	54,117	62,235
No Active Classifications	3,833	4,510	5,186
2	43,809	51,540	59,271
No Active Classifications	3,651	4,295	4,939
1	41,723	49,086	56,449
No Active Classifications	3,477	4,091	4,704
Department Aid	33,864	39,840	45,816
	2,822	3,320	3,818



Staff Report: 122-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/11/2023
12/18/2023

SUBJECT Short-Term Rental Ordinance

Key Points

- Currently, the City's Land Use and Development Code, VMC Title 20, does not expressly allow short-term rentals (STRs) in any zoning district, and therefore they are prohibited.
- Within the last decade, the popularity of STRs via web-based platforms has increased dramatically throughout the country as a substitute for (or preferred option to) traditional lodging like hotel rooms.
- A review of data analytics indicated that over 400 non-permitted STRs are in use in the City of Vancouver, but due to the proprietary nature of locational data used by the platforms, tracking these and following up to complaints is extremely difficult.
- At the Council's request, City staff developed a multi-year outreach and monitoring program to determine the current short-term rental market in Vancouver and gather community feedback on challenges and opportunities associated with this activity.
- Over the last two years, the project team has worked with the Council, Planning Commission (PC) and broader community to develop STR regulations that strike a balance between community housing needs and housing affordability with individual property rights, as well as creating a permit process to enable tracking of STRs and for individual complaints to be responded to.
- At an October 2, 2023, update to Council under City Manager Communications, staff presented PC's recommendation regarding the proposed STR code amendments. At that time, Council provided additional feedback on the draft STR regulations endorsed by the PC, including: limiting the total number of short term rental permits that can be issued within the City; prohibiting future units developed under forthcoming new Accessory Dwelling Unit (ADU) and Middle Housing regulations needed to comply with state laws from being used as STRs; and a desire to advance some middle housing regulation in advance of the Comprehensive Plan Update process to address current housing challenges.
- In response, staff have amended the proposal to include a maximum of 870 STRs that can be permitted in the City (approximately one percent of total housing stock). In addition, staff have separately initiated a process to increase allowable ADUs in compliance with state law and in advance of the Comprehensive Plan Update via an interim control ordinance that will simultaneously prohibit ADUs from being used as STRs.

Strategic Plan Alignment

Economic Opportunity - a place where a wide variety of businesses of all sizes grow and thrive.

Safe and Prepared Community – a safe place to live, work, learn, and play.

Present Situation

Background

At a September 20th, 2021 workshop, staff presented information on the Housing Code Changes project, a set of proposed code changes to support more diverse housing types that included new regulations for short-term rentals (STRs). In their deliberations, Council directed staff to develop and execute a separate, stand-alone process focusing on STRs and the unique issues and opportunities associated with this activity.

Following this direction, staff enlisted the services of Host Compliance, a platform of Granicus to assist with gathering current data on the existing STR market in Vancouver. In February of 2022, the City began reaching out to owners of known STRs to advise them of the existing restrictions and to invite their participation in a broader community engagement process around STRs. Between March and June 2022, the project team led an extensive outreach campaign consisting of two community wide surveys and several small group conversations.

Development of code language to regulate short-term rentals began in October of 2022 and was finalized in February 2023. In addition to the Planning Commission workshops, staff presented at two City Council workshops, on June 27, 2022, and April 3rd, 2023.

On April 11, 2023, the Planning Commission recommended approval of the proposed short-term regulations and permit process based on the findings outlined in VMC 20.285.070.

Existing Conditions

A short-term rental is defined as a residential property or portion of a residential property (room, guesthouse, Accessory Dwelling Units, etc.) that is available to rent for stays of less than 30 days. This includes rentals available on websites such as Airbnb and VRBO. Within the last decade, the popularity of STRs has increased dramatically as a substitute for (or preferred option to) traditional lodging like hotel rooms across many jurisdictions in the county. This increase has not been as dramatic in Vancouver as other cities, but the number of STRs here has risen over time.

Currently, the City's Land Use and Development Code, VMC Title 20, is silent on and thus does not allow STRs in residential zones except as expressly authorized under the bed-and-breakfast provisions of VMC 20.830. A bed-and-breakfast also provides an alternative form of lodging for visitors who prefer a residential setting. The Development Code considers bed-and-breakfast establishments as Commercial and Transient Lodging, which includes uses such as hotels, motels, and homeless shelters where stays are typically less than 30 days. Bed-and-breakfast establishments, which envision a host in residence with guests and the provision of food in conjunction with lodging, don't capture the typical Airbnb-type STR arrangement that has emerged in recent years. Staff believes creating separate short-term rental regulations is required to properly govern this type of land use.

The overview of the short-term rental landscape as of November 1, 2023, includes:

- There are approximately 425 STR units in the City of Vancouver.
- Short-term rentals represent roughly 0.5% of Vancouver's approximately 87,000 residential units.
- 85% of STRs are in single family homes, 14% in multi-family homes, with the remaining 1% undetermined.
- 87% of STRs rent out an entire home, rather than a room or portion of an occupied home.
- 30% of STRs are 3-bedroom rentals, 30% are 2-bedroom rentals, 24% are 1-bedroom rentals, 6% are 5 or more-bedroom rentals, and 10% are unknown.
- The median nightly rental rate is \$118.
- Geographically, STRs are spread throughout the City with a modest concentration in downtown and west side neighborhoods.
- Approximately 75% of STRs are advertised through Airbnb with the remaining quarter listed through Expedia/VRBO and other platforms.

The City continues to monitor the number of short-term rental units through the online platform Host Compliance, provided by the project consultant Granicus. Host Compliance is an industry leader in STR monitoring and compliance and was able to provide a comprehensive list of all current STRs located in the City, including parcel and owner information. In addition, Host Compliance now provides the City with ongoing monthly updates on the current number of rentals in the City, including location, property type, room type, average duration of stay and rental platform(s) used.

Outreach

In February 2022, the City began communicating with owners of known STRs to advise them of the existing restrictions and to invite their participation in a broader community engagement process around STRs. The intent of the City's outreach was to alert operators to the current situation of noncompliance with existing code, bring awareness to the City's efforts to determine the extent to which STRs should be regulated, and invite existing STR operators into that process. Between March and June 2022, the project team engaged in an extensive outreach campaign consisting of two community-wide surveys and several small group conversations. The specific intent of this effort was to learn more about community experiences, attitudes, concerns, and ideas related to STRs in Vancouver.

The City conducted an online community survey from February 3 to March 6, 2022 using the City's BeHeard Vancouver website. A total of 783 community members took the STR survey. The responses were varied, with most respondents being in favor of allowing short-term rentals with regulations, including a majority of respondents (55.8%) saying they would like to see the City allow STRs with regulations. 23.6% said that they would like to see the City allow STRs with no regulations; 19.4% said that they would like to see STRs banned in all circumstances. When respondents were asked where STRs should be allowed, 70% of community responses would allow STRs in single-family homes; 69.5% would allow in Accessory Dwelling Units (ADUs); 36.30% would allow in apartments, 40.70% would allow in mobile or manufactured homes; 56.72% would allow in townhomes; 53.75% in condominiums. 18.48% of respondents said that STRs should not be allowed anywhere. Note that for this question respondents were allowed to choose more than one answer.

Since March 2022, 85 community members have also shared their thoughts about STRs through an online comment box on the City's BeHeard Vancouver website. The responses received are both in favor and against of regulations STRs.

The City also conducted small group conversations with housing advocates, short-term rental hosts and operators, hotel and tourism industry professionals, small business owners, real estate agents,

and housing advocates including Evergreen Habitat for Humanity, Council for the Homeless, and Fourth Plain Forward. The housing advocates noted that STRs pose a real threat by removing housing stock from the market. While the City may not have thousands of units, any unit being taken of the market for a vacation home instead of a permanent residence is exacerbating the affordable housing crisis. The hotel and tourism industry felt STRs should be required to have the same inspections and regulations as hotels, including requirements related to the federal Occupational Safety and Health Administration (OSHA), fire life and safety inspections, electrical, plumbing, ADA, and the state tourism office. Participants expressed concern that allowing too many STRs in any given neighborhood could have a lasting impact on the community, citing the potential impacts of a transition from a fully residential neighborhood to one that has businesses operating in it. Short-term rental hosts offered why they chose to operate a STR, including many who said it provided supplemental income that is used to pay for mortgages, provide retirement income, pay medical bills and other monthly expenses, and in general increases disposable income. Hosts shared that they feel STRs bring a value, asset, and benefit to the City & local economy.

Council and Planning Commission Direction

City Council directed staff to develop changes to VMC Title 20 Land Use and Development Regulations that would allow STRs as a permitted use in residential zones subject to a defined permit process and appropriate standards. Council also asked staff take a closer look at implementing regulations that pay specific attention to:

Policy Consideration	Council & PC comments	Staff Response	Proposed Approach
Owner occupancy requirement	General opposition to such a requirement	Studied owner occupancy requirement but did not include due to challenges with monitoring, enforcement, and legal concerns	Not currently included in proposed regulations
Lodging tax collection	Ensure that lodging taxes are being collected and remitted by the rental platform to the City	The City received approximately \$140k in lodging taxes generated from short term rentals in 2022. City lodging tax is set at 4%	Continue to work with legal and finance to monitor appropriate collection.
Life/Safety inspection standards	Want standards without being overly burdensome	Mirroring building code regulations – not proposing to automatically retire building inspections for short-term rentals, but retain the option to inspect any STR at the Building Official's discretion	STRs required to meet state and local health, safety, and building code regulations; language located in code and operator packet
	City Council and Planning	Current impact to Vancouver housing market is minimal; however, staff will	Proposed code language excludes STRs from any development

Impacts to housing availability	Commission both expressed concerns regarding STRs impact to the housing stock in Vancouver	continue to monitor for impacts to housing availability during the proposed pilot period, and will share this data with Council to determine if additional regulations are necessary	receiving the Multifamily Tax Exemption incentive; caps total number of permits at 870, or 1% of the City's current housing stock
Changes to Bed & Breakfast regulations	Update bed & breakfast regulations to ensure clarity and fairness with any STR regulations	Staff believe current regulations are adequate, but will review as part of the Comprehensive Plan and Title 20 Update, when more information from the pilot period is available	Not included in draft code

On March 14, 2023, staff presented a draft of potential regulations for STRs to the Planning Commission as a workshop item. Planning Commission was supportive of the proposed regulations. The Planning Commission asked staff to consider the following items:

- Requiring STR permits to be renewed after 24 months
- Ongoing compliance monitoring to ensure all STRs have COV STR permit
- Define code compliance process for STR violations
- Consider requiring inspections for all new STR permit applicants
- Create an operator packet for all new STR applications

In response, staff will be monitoring and reporting permit findings at 12 and 24 months and requiring permit renewal at 24 months. The data collected via the city permit and provided by Host Compliance will be used to monitor all STRs and ensure they are operating legally. The short-term rental application now includes the process for responding to code violations. As of this report, staff is not recommending inspecting all new permitted STRs, as the influx of new permits would be administratively burdensome, and we do not inspect other existing residential units regularly. The proposed regulations do maintain the ability of the City to inspect any STR at the discretion of the City's Building Official and Fire Marshall, and there are examples from other jurisdictions that can inform how and when we may pursue STR inspections. And lastly, staff has created and updated the operator packet in alignment with discussion at the last Planning Commission workshop on this topic (Attachments D-G). Additions to the operator packet include more specificity around fire & life safety items including proper address identification, fire protection and safety equipment.

City Council also provided additional direction at a workshop on April 3, 2023, which included the following:

- Return to Council with updates on the process after one year and again at 24 months.
- Establish goals for the STR program during 24-month period.
- Get clarity from STR platforms what recourse the City has for STRs that are operating illegally in any way, in addition to local remedies like revoking permits and code enforcement.
- Explore if permit fees could apply to the affordable housing fund or housing production.
- Clarify that a new permit application and fee are required each time a unit has a new owner/operator, even if it has previously been operated as an STR prior to transfer/sale of the property.

Regulations

Following feedback from City Council and Planning Commission as well as community feedback and comparative jurisdiction research, staff has prepared draft code language to regulate short-term rentals (Attachments C and D). The regulations are a response to the level of activity currently seen in the short-term rental market in Vancouver and the intent of the regulation is to strike a balance between community housing needs with individual property rights and the financial stability that additional revenue generated from STRs can provide. As another means to preserve the city's available housing stock staff is proposing to place a cap on the total number of STRs not to exceed 870 permits or 1% of the city's total housing stock (approximately 87,000 units).

Staff also recognizes the need to ensure new housing types mandated under recent state laws HB 1110 and HB 1337 are not used as STRs. Staff will address the new housing requirements in the following ways:

- Starting in early 2024, initiate a process to put in place an interim control ordinance that implements HB 1337 Accessory Dwelling Units in advance of Title 20 changes that will occur as part of the Comprehensive Plan Update. As part of this, prohibit ADUs from being used as STRs going forward.
- Establish new regulations for HB 1110 Middle Housing and refine/make permanent regulations implementing HB 1337 Accessory Dwelling Units, including prohibiting units developed under these regulations from being used as STRs.

The proposed STR regulations would allow short-term rentals in all residential and commercial zones, and in two industrial zones (OCI and ECX) as a limited use that must follow regulations in new code section 20.835. STRs must register with the Washington State Department of Revenue. STRs must follow all relevant short-term rental provisions listed in the Revised Code of Washington, Chapter 64.37 and Consumer Safety measures listed in 67.37.030.

Short-term rentals must obtain a City of Vancouver business license. The regulations create a short-term rental permit with a one-time \$250 fee. Staff is proposing to review the performance of the permitting system after a 24-month monitoring period and require permit renewal as part of the transition from the pilot program to a permanent regulatory structure. In order to obtain a permit an applicant would need to provide an affidavit showing proof of mailing a letter of notification to property owners abutting and adjacent to the proposed short-term rental, copy of liability insurance for the rental property, and a completed permit application including the signed acknowledgement by the owner stating that the short-term rental will comply with the required standards in 20.835.050 VMC and allowing the City to inspect the premises in accordance with VMC 17.08. A STR permit would expire if property ownership changes.

Please refer to Attachment B and C for the full proposed code language. In addition to the development of regulations, staff has created an Operator Packet that would provide detailed information to STR operators, including an updated FAQ, good neighbor fact sheet, short-term rental permit application and neighbor notification letter (see Attachments D-G). The FAQ is meant to serve as a resource to educate STR operators and the broader public on the City's policies and how to handle issues. The good neighbor fact sheet is a resource for short-term rental operators, hosts, and guests, outlining the regulations around noise, parking, fire safety, garbage, and overall guest responsibilities. It also includes information about an online fire & life safety training opportunity our Fire Department is in the process of creating. The permit application requires short-term rentals to comply with all required standards in 20.835.050 VMC, include their City of Vancouver business license number and short-term permit number in all advertising, and register any short-term rental business with the City. The notification letter is meant to serve as a template letter that short-term rental operators can use to notify neighbors of their operations. The letter provides a way for neighbors to notify the owner/operator directly if/when issues occur, as a first option for resolution.

Implementation

If adopted, staff recommends that the regulations be “tested” for a 24-month pilot period to assess their effectiveness and determine what changes may be needed. During this time STR counts, including the 1% cap, will be collected through the City permitting process in addition to the monthly report received from the City’s consultant Host Compliance. If the proposed regulations or modified regulations are adopted, staff would return to Council within a year to provide an update, and again at the 24-month mark to determine if the permitting process, development standards or code compliance process need any refinements. As directed by Council, during the pilot period staff will explore options for potentially adding an affordable housing fee to the STR permit to help mitigate impacts to housing availability, if there needs to be an annual or biannual renewal fee for a short-term rental permit to ensure cost-recovery and if applicable determine what the renewal fee would be, and if any additional restrictions should be added to the operation of short-term rentals.

Following adoption all current short-term rentals operating in the City of Vancouver will be notified of these regulations and be directed to follow the permitting process. Due to the initial surge of applications that are anticipated after the ordinance goes into effect, we are proposing allowing applicants a 30-day grace period to come into compliance.

Program Goals

In order to gauge the effectiveness of the short-term rental program during the 24-month pilot program we have established a set of goals including but not limited to:

- Limiting the total number of STRs to not exceed 870 total units- equivalent to 1% of the City’s total housing stock at the time of adoption- in an effort to preserve available housing for long term housing needs.
- Ongoing compliance monitoring to ensure all STRs are compliant with required regulations.
- Ongoing monitoring of impacts to long-term rental market including impacts to housing affordability.
- Minimize public safety risks and possible noise and trash problems without creating additional work for the local police department and code enforcement personnel.
- Monitor the responsiveness of code compliance cases.

Ongoing stakeholder outreach to determine program effectiveness and inform future refinements.

Advantage(s)

Implementation of a regulated and permitted short-term rental program that will allow the City the ability to monitor compliance with all city and state regulations.

Disadvantage(s)

None

Budget Impact

A \$250 one-time permit fee will be assessed to cover the costs associated with the staff time necessary to review the application.

Prior Council Review

City Council had two public workshops on:

- September 20, 2021, discussed as part of Housing Code Updates project workshop

- June 27th, 2022 Council workshop
- April 3rd, 2023 Council workshop
- June 26, ordinance first reading, remanded back to staff October 2, 2021 Council Communications

Action Requested

On Monday, December 11, 2023, approve the ordinance on first reading, setting the date of second reading and public hearing for Monday, December 18th, 2023.

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

ATTACHMENTS:

- ▢ Presentation
- ▢ Short-Term Rental Ordinance
- ▢ Short-Term Rental Regulations
- ▢ Title 20 Amendments
- ▢ Good Neighbor Handout
- ▢ Short-Term Rental FAQs
- ▢ Short-Term Rental Permit Application
- ▢ Neighbor Notification Letter
- ▢ Washington Short-Term Rental Comparisons
- ▢ SEPA DNS
- ▢ SEPA Checklist



Short-Term Rental Regulations City Council Public Hearing December 11, 2023

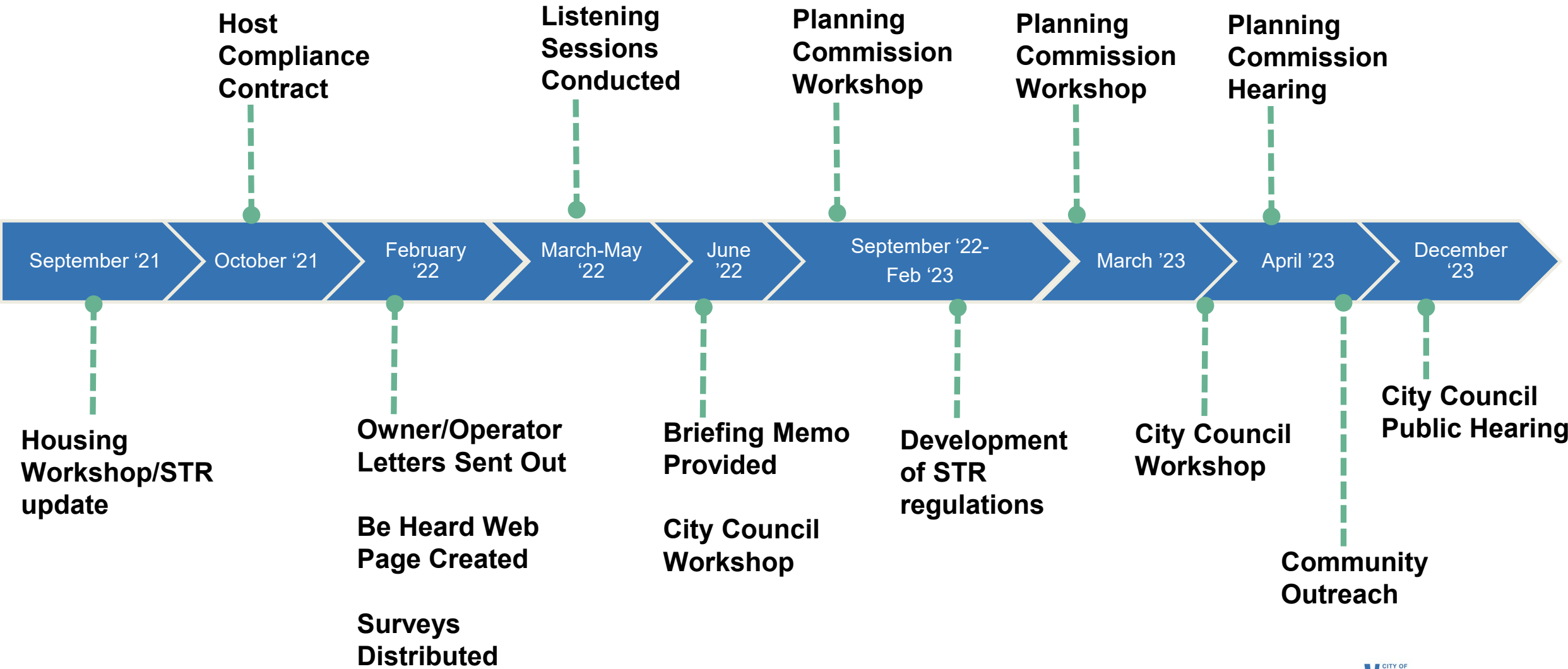


Jason Nortz
Development Review Manager

Agenda

- Project Timeline
- Existing Conditions
- Proposed Regulations
- Planning Commission Direction
- Council Direction
- City Council Vote
- Next Steps

Short-Term Rental: Project Timeline



Short-Term Rentals: Existing Conditions

- Approximately 400 short-term rentals are operating in the City of Vancouver
- Short-term rentals represent 0.5% of total housing units
 - Out of the 260 ADUs registered with the City, 11 are STRs
- Short-term rentals are increasing steadily in Vancouver, but still low relative to larger cities.

Major Short-Term Rental Platforms Include:



Short-Term Rentals: Proposed Regulations

- Developed from best practice research, comparison jurisdictions, community and stakeholder feedback, and City Council and Planning Commission direction
- Regulations that respond to the level of activity currently happening in the City
- Intended to strike a balance between community need for housing and individuals' property rights

Short-Term Rentals: Proposed Regulations Cont.

- Limit the total # of STRs to not exceed 1% of total housing stock
- Residential dwelling units may be used for short term rental use for stays fewer than thirty consecutive days
- Allowed in all residential and commercial zones, and the OCI and ECX industrial zones as a limited use subject to 20.835
- Must be located within a legally established dwelling unit
- Not allowed in properties that are receiving a tax exemption through the City's Multi Family Tax Exemption (MFTE) program

Short-Term Rentals: Proposed Regulations Cont.

- Must register with WA State Department of Revenue
- Must follow all relevant short-term rental provisions listed in the Revised Code of Washington, Chapter 64.37 and Consumer Safety measures listed in 67.37.030.
- Must provide proof of valid liability insurance in accordance with provisions of the RCW

Short-Term Rentals: Proposed Regulations Cont.

- Must obtain a City of Vancouver business license
- Must obtain a Short-Term Rental permit
 - Permit renewal requirement at the end of this pilot period
 - Permit will expire if property ownership changes
- Must notify property owners abutting and adjacent to the proposed STR
- Must provide an affidavit of mailing to neighbors

Short-Term Rentals: Proposed Regulations Cont.

- Failure of the owner or authorized agent or local contact of a short-term rental to meet the standards contained herein shall be subject to the enforcement provisions contained in 22.02.020 VMC including:
 - Correction Notice
 - Notice of Civil Violation and Order
 - Inspection at the discretion of the City's Building Official
 - Order to Revoke Permit

Short-Term Rental Planning Commission Direction

- Directed staff to:
 - Look into requiring permit renewal after 24 months, then decide if annual renewal necessary
 - Provide clear code compliance process for complaints
 - Continue to monitor STR environment to determine if further regulations may be needed
 - Provide clear implementation steps
- Unanimously recommended approval to City Council following a public hearing on April 11, 2023

Short-Term Rental Council Direction

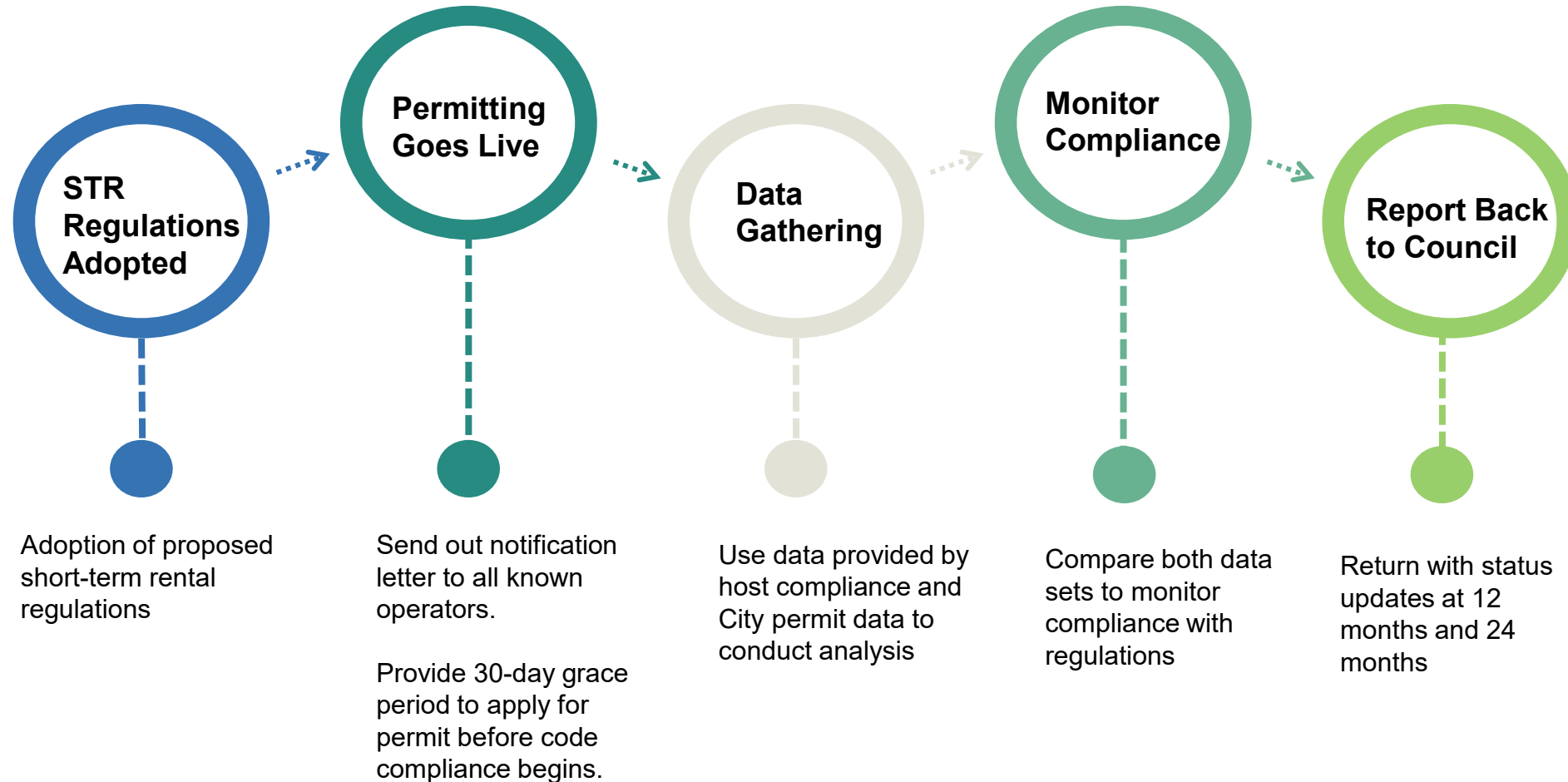
- Limit the total number of STR permits that can be issued within the City
- Prohibit future units developed under HB 1110 and HB 1337 from being used as STRs
- Return to Council at 12 months and 24 months after regulations would be adopted with updates
- Establish goals for STR program during 24-month period
- Clarify that a new permit application and fee are required each time a unit has a new owner/operator, even if it has previously been operated as an STR prior to transfer/sale of the property



Program Goals

- Limit to 1% of total housing stock
- Minimize public safety risks
- Continued stakeholder outreach
- Monitor impacts to long-term rental market
- Monitor code compliance responsiveness

Short-Term Rental Implementation Steps

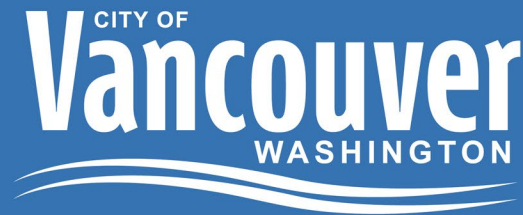


Staff Recommendation

On Monday, December 18, 2023, subject to second reading and a public hearing approve the ordinance creating VMC 20.835, Short-Term Rentals.

Thank You

To learn more, visit <https://www.beheardvancouver.org/short-term-rentals>



12/11/23

12/18/23

ORDINANCE NO. _____

AN ORDINANCE of the City of Vancouver, Washington related to regulations and a permitting process for short-term rental of residential real property by amending Vancouver Municipal Code (VMC) 20.150, VMC 20.160, VMC 20.180.060, VMC 20.210, 20.410, VMC 20.420, VMC 20.430, VMC 20.440, and VMC 20.835; providing for savings, severability, and an effective date.

WHEREAS, the City's Land Use and Development Code, VMC Title 20, does not authorize short-term rentals in residential zones and, within the last decade, the popularity of STRs has increased dramatically as a substitute for (or preferred option to) traditional lodging like hotel rooms across many jurisdictions in the country; and

WHEREAS, pursuant to direction from City Council, the City has engaged in a multi-year outreach and monitoring program to determine the current short-term rental market in Vancouver and, as a result of extensive research and public outreach detailed in the Staff Report dated December 11, 2023; and

WHEREAS, this investigation and outreach resulted in City Council directing staff to develop regulations and a permitting process authorizing short-term rentals in most zoning districts as a limited use; and

WHEREAS, the Planning Commission held two public workshops, on September 13,

2022, and March 14, 2023, and City Council held two public workshops on June 27, 2022, and April 3, 2023, to discuss and evaluate the proposed code changes and provide additional direction on public policy, safety considerations, enforcement implications, and impacts on housing availability and affordability for the proposed regulations, as set forth in this ordinance; and

WHEREAS, City Council further considered short-term rental regulations and proposed permitting controls as a Consent Agenda item at the June 26, 2023 City Council meeting and during City Manager Communications at the October 2, 2023 City Council meeting; and

WHEREAS, this ordinance is a response to the level of activity currently seen in the short-term rental market in Vancouver and the intent of the regulations provided herein is to strike a balance between community housing needs with individual property rights and the economic stability that additional revenue generated from short-term rental operation can provide; and

WHEREAS, short-term rentals continue to be subject to other regulatory controls, such as registering with the Washington State Department of Revenue, obtaining a City of Vancouver business license, and following all relevant short-term rental provisions listed in the Revised Code of Washington (RCW) Chapter 64.37, including the and Consumer Safety measures listed in RCW 67.37.030; and

WHEREAS, pursuant to VMC Section 20.285.070 the proposed text amendments to the Comprehensive Plan or VMC Title 20 zoning standards demonstrate that this ordinance consistent with the applicable provisions of the Vancouver Strategic Plan and Comprehensive Plan; and the proposed change is necessary to further the public interest based on present

needs and conditions; and

WHEREAS, on March 24, 2023, the City as lead agency, under the authority of Washington Administrative Code (WAC) 197-11-330(1) and 197-11-350, issued a State Environmental Policy Act (SEPA) Notice of Determination of Non-Significance (DNS) for this proposed zoning code text change amending VMC Title 20 to include definitions and use classification for short-term rentals, introducing regulations for short-term rentals, and allowing short-term rentals in certain zoning districts as a limited use based on review of the SEPA Environmental Checklist as required by WAC 197-11-330(1) because it was determined that these regulations will not have a probable significant adverse impact on the environment and no procedural appeal of the DNS was filed within the deadline; and

WHEREAS, the regulations adopted through this ordinance will help the City to ensure that its built urban environment is one of the safest and most environmentally responsible and well maintained in the Pacific Northwest, strengthen commercial and retail community districts throughout the City and build the strongest, most resilient economy in the region;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Short-Term Rentals. A new section of the Vancouver Municipal Code (VMC) is hereby adopted and codified as VMC Chapter 20.835, Short-Term Rentals, in the form attached hereto as “Attachment A” and incorporated herein by reference.

Section 2. VMC Title 20 Short-Term Rental Amendments. Amend those portions of VMC Title 20, summarized below and attached hereto as “Attachment B” and incorporated herein by reference:

A. Amend VMC 20.150.040E Definitions to add a new definition for Short-Term Rental and Short-Term Rental Operator.

B. Amend VMC 20.160.020 Use Classifications to add a new definition for Short-Term Rental.

C. Amend VMC 20.180.060, Planning Fees, Table 20.180.060 to include a short-term rental application fee of \$250.

D. Amend VMC 20.210.030 Exempt Activities to add Short-Term Rental permits.

E. Amend VMC 20.410.30-1 Lower-Density Residential Districts Use Table to add Short-Term Rental as a limited use in all zones subject to the provisions in Chapter 20.835 VMC Short-Term Rentals.

F. Amend VMC 20.420.30-1 Higher-Density Residential Districts Use Table to add Short-Term Rental as a limited use in all zones subject to the provisions in Chapter 20.835 VMC Short-Term Rentals.

G. Amend VMC 20.430.30-1 Commercial and Mixed-Use Districts Use Table to add Short-Term Rental as a limited use in all zones subject to the provisions in Chapter 20.835 VMC Short-Term Rentals.

H. Amend VMC 20.440.30-1 Industrial Zoning Districts Use Table to add Short-Term Rental as a limited use in the OCI and ECX zone districts subject to the provisions in Chapter 20.835 VMC Short-Term Rentals and as a prohibited use in IL and IH zones.

Section 3. Savings. Those ordinances or parts of ordinances which are amended or repealed by this ordinance shall remain in full force and effect until the effective date of this ordinance.

Section 4. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstance shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 5. Effective Date. This ordinance shall become effective thirty days following the date of final adoption.

DATE OF FINAL PASSAGE by the Vancouver City Council: December 18, 2023

SIGNED this _____ day of December 2023.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE of the City of Vancouver, Washington related to regulations and a permitting process for short-term rental of residential real property by amending Vancouver Municipal Code (VMC) 20.150, VMC 20.160, VMC 20.180.060, VMC 20.210, 20.410, VMC 20.420, VMC 20.430, VMC 20.440, and VMC 20.835; providing for savings, severability, and an effective date.

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

Chapter 20.835 SHORT-TERM RENTALS

20.835.010 Purpose

This chapter provides the requirements and standards under which residential dwelling units may be used for short-term rental use for stays fewer than thirty consecutive days. The regulations are intended to allow for a more efficient use of certain types of residential structures, while keeping them primarily in residential use and retaining neighborhood character. The regulations also provide an alternative form of lodging for visitors who prefer a residential setting.

20.835.020 Applicability

A Short-Term Rental, as defined in RCW 64.37.010(9), shall be a limited use in certain zoning districts within legally established dwelling units.

20.835.030 Licenses Required & Permit Approval

Short-Term Rental use is a business that requires the operator to register with the Washington State Department of Revenue and obtain a City of Vancouver business license.

Short-Term Rental operations are regulated through a Short-Term Rental permit application, subject to the development standards listed below. Short-Term Rental permits are non-transferable business operation permits and do not run with the land. Short-Term Rental permits automatically expire when property ownership changes.

20.835.040 Standards

The following standards are required for the operation of a Short-Term Rental. Failure to comply with any or all the following development standards will result in the revocation of a Short-Term Rental permit.

- A. Regulations.* A Short-Term Rental must meet all applicable state and local health, safety and building code regulations such as fire and smoke protections, egress and accessibility, and structural design, as well as applicable provisions of the Washington Administrative Code (WAC) and the Revised Code of Washington (RCW).
- B. Off-Site Impacts.* A Short-Term Rental must not generate measurable levels at the property line of dust, smoke, odor, glare, or noise beyond those associated with a residential use. The Short-Term Rental must not generate solid waste in volume or type not normally associated with a residential use.
- C. Limitations.*
 1. Short-Term Rentals are only permitted within a legally established dwelling unit. Short Term Rentals may not be operated outdoors, in an accessory structure, in a recreational vehicle, or in any other non-residential structure.
 2. Short-Term Rentals are not permitted in any dwelling unit or building that has received approval under the City's Multi-Family Tax Exemption (MFTE) program ([Chapter 3.22 VMC, as now existing or hereafter amended](#)). This limitation does

not apply after the MFTE program exemption period has ended.

3. To limit the impact of Short-Term Rentals on the available long-term housing supply, the City may issue no more than 870 active Short-Term Rental permits at any given time. Permits will be approved on a first-come, first-served basis.

D. Liability Insurance. Short-Term Rental operators must have current, valid liability insurance coverage for any Short-Term Rental unit that complies with the requirements of RCW 64.37.050, as now existing or hereafter amended.

E. Notification. Prior to the City application process for a Short-Term Rental permit, the property owner must provide a courtesy notice regarding the Short-Term Rental to all property owners abutting or adjacent to the proposed Short-Term Rental location. This notification must include a description of the operation, number of bedrooms to be rented to overnight guests, and contact information for the owner or operator by phone.

20.835.050 Submission Requirements

A. Application – Fees. The Short-Term Rental applicant must submit a completed Short-Term Rental permit application form as prescribed by the City’s planning official with the applicable fee per Chapter 20.180 VMC.

B. Required Permit Application Information.

1. Affidavit of mailing showing proof of mailing of Notification to property owners abutting and adjacent to the proposed Short-Term Rental.
2. Copy of Liability Insurance for the Short-Term Rental.
3. Acknowledgment by the property owner attesting that the Short-Term Rental will continuously comply with the required standards in 20.835.050 VMC and allowing the City to inspect the premises in accordance with VMC 17.08.

20.835.60 Violations

A. It is unlawful to rent, offer for rent, or advertise for rent a dwelling unit located on any property with the City as a Short-Term Rental without a permit and license authorizing such use issued and approved in the manner required by this chapter.

B. Failure of the property owner or authorized agent or local contact of a Short-Term Rental to meet the standards contained herein is subject to the enforcement provisions contained in 22.02.020 VMC.

20.150.040E Meanings of Specific Words and Terms Q through T.

Qualified Professional. A person with experience and training in the pertinent scientific discipline, and who is a qualified scientific expert with expertise appropriate for the relevant critical area subject in accordance with WAC [365-195-905\(4\)](#).

A. *Urban Forestry.* Qualified professionals in urban forestry must have academic and field experience that makes them competent in urban forestry. This may include arborists certified by the International Society of Arboriculture or foresters certified by the Society of American Foresters. Qualified professionals in urban forestry must possess the ability to evaluate the health and hazard potential of existing trees, and the ability to prescribe appropriate measures necessary for the preservation of trees during land development.

B. *Critical Areas.* Qualified professionals in critical areas must have obtained a BS or BA or equivalent degree in biology, engineering, environmental studies, fisheries, geomorphology or a related field, and two years of related work experience. In addition:

1. A qualified professional for frequently flooded areas or a geologic hazard must be a registered professional engineer, geologist, engineering geologist or hydrogeologist licensed in the State of Washington with experience in the analyses required for the relevant hazard(s). For frequently flooded areas, a qualified professional may also be an architect where provided by state or federal law.
2. A qualified professional for wetlands must have a minimum of five years experience in wetland science including experience preparing wetland reports for review by regulatory agencies.

Reasonably Funded. A mitigation measure or other transportation system improvement scheduled for completion and designated as funded upon adoption of the most recent version of the Six-Year Street Plan.

Reasonably Safe from Flooding. Development that is designed and built to be safe from flooding based on consideration of current flood elevation studies, historical data, high water marks and other reliable data known to the community. In unnumbered A zones where flood elevation information is not available and cannot be obtained by practicable means,

“reasonably safe from flooding” means that the lowest floor is at least two feet above the highest adjacent grade.

Recreational Vehicle. A vehicle which is built on a single chassis, 400 square feet or less when measured at the largest horizontal projection, designed to be self-propelled or permanently towable by a light-duty truck, and designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regional Industry. An industrial or commercial land use which provides significant community-wide or regional economic benefit through the creation of new economic growth and employment opportunity.

Regional Public Facility. A land use which is designed to serve the needs of the community or region affected by the impact(s) of development. Regional Public Facilities include: airports, colleges, hospitals, regional parks or community centers.

Regulatory Flood. The flood used to define the outer boundary lines of the Flood Fringe. The 100-year flood will be the regulatory flood for the purposes of regulations contained in this title, but a lesser or greater flood limit may be set in any ordinance applying FF (Flood Fringe) or FW (Floodway) zoning to any land. The regulatory flood shall be based upon Flood Insurance Rate Maps (FIRMs) provided by the Federal Insurance Administration (FIA).

Remodel. An internal or external modification to an existing building or structure that does not increase the site coverage.

Remove or Removal. The act of removing a tree by digging up, cutting down or any act which causes a tree to die, significantly impacts its natural growing condition and/or results in diminished environmental benefits or a hazard tree: including but not limited to, damage inflicted on the root system by machinery, storage of material or soil compaction, changing the ground level in the area of the tree’s root system, damage inflicted on the tree permitting infections or infestation, excessive pruning, paving with concrete, asphalt or other impervious material within the drip-line or any other action deemed harmful to the tree.

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 or fewer residents.

Residential Care Center. Any state or federally approved facility, other than a clinic, used as a

residence for the care or rehabilitation of dependent children, the elderly, and the physically and/or mentally handicapped. Residential care centers shall provide care to seven or more residents.

Restoration. Measures taken to restore an altered or damaged natural feature including:

- A. Active steps taken to restore damaged critical areas or their buffers to the functioning condition that existed prior to an unauthorized alteration; and
 - B. Actions performed to reestablish structural and functional characteristics of the critical area that have been lost by alteration, past management activities, or catastrophic events.
- See also wetland creation, re-establishment, and rehabilitation.

Right-of-Way, Public. The property held by the city or other governmental jurisdiction for existing and/or future public access including land occupied or intended to be occupied by a street, crosswalk, pedestrian and bike paths, railroad, road, electric transmission line, oil or gas pipeline, water main, sanitary or storm sewer main, street trees or other special use. The usage of the term right-of-way for land division purposes shall mean that every right-of-way hereafter established and shown on a plat or map is to be separate and distinct from the lots or parcels adjoining such right-of-way and not included within the dimensions or areas of such lots or parcels.

Riparian area. The area adjacent to aquatic systems with flowing water (e.g., rivers, perennial or intermittent streams, seeps, springs) that contains elements of both aquatic and terrestrial ecosystems which mutually influence each other. Riparian areas are defined differently in and for the purposes of the Vancouver Shoreline Management Master Program.

Riparian Management Area and Riparian Buffer. The regulated areas that include the land from the ordinary high water mark to a specified distance as measured horizontally in each direction. The Riparian Management Area is adjacent to the lake, stream or river, and the Riparian Buffer is adjacent to the Riparian Management Area. See Figure 20.740-1 at VMC [20.740.110\(A\)](#) or Figure 20.170.030-6 at VMC [20.170.030\(I\)](#).

Road. Means the same as street.

Roof. The exterior surface and its supporting structure on the top of a building.

Roof Line. The uppermost line of the roof of a building or, in the case of an extended facade,

the uppermost height of said facade.

Runway. A defined area at an airport designed and constructed to accommodate the landing and takeoff of aircraft along its length.

Satellite Earth Station. The facilities used for reception and processing of programming services from a satellite prior to transfer to terrestrial distribution systems or for processing of programming and services from a terrestrial source before transmission via satellite.

School. An institution primarily engaged in academic instruction for all or part of the K through 12 educational program, public, parochial or private, and recognized or approved as such by the state. A school may also include the following uses: common accessory uses such as associated meeting rooms, auditoriums, athletic facilities and support facilities related to school district operations (e.g., offices, kitchens, counseling centers, head start, childcare, adult education, and family support centers) except for transportation, warehouse/storage, and maintenance facilities.

School, Pre. An institution primarily in child training and academic instruction prior to the mandatory first grade.

School, Specialized Instructional. An institution providing instruction and training in a specific service, art, dance, driving, and music. Includes vocation or trade such as business, real estate, travel, auto machinery repair, welding, and skill center.

Search Ring. Regarding wireless communications facilities, a geographic area identified by the communications service provider as necessary within which to locate a wireless facility or to enhance or expand its service.

Secure Community Transition Facility. A residential facility for persons civilly committed and conditionally released from a total confinement facility, operated by the Secretary of Washington Social and Health Services or under contract with the secretary pursuant to RCW [71.09.020\(10\)](#) as described in RCW [71.09.250](#) or as amended.

Sensitive Areas. For the purposes of Chapter [20.770](#) VMC Tree, Vegetation, and Soil Conservation, this includes streams, geologically hazardous areas, fish and wildlife habitat areas, wetlands, and their associated buffers.

Sensitive Resources. Any of the following types of sensitive areas and resources or cultural

resources, when properly identified, designated or recorded as such by the applicable local, state or federal regulations:

1. Known archaeological and historical sites (to be recorded with the state);
2. Fish and Wildlife Habitat Conservation Areas (as identified in VMC [20.740.110](#));
3. Frequently Flooded Areas (as identified in VMC [20.740.120](#));
4. Geological Hazard Areas (as identified in VMC [20.740.130](#));
5. Wetlands (as identified in VMC [20.740.140](#)); and
6. Tree tracts, set aside for the preservation of tree groves, as defined in VMC [20.770](#) and approved by the city's Urban Forester; and
7. Riparian areas, as identified in the Vancouver Shoreline Management Master Program.
8. Natural soils and native vegetation preserved as part of a low impact development.

SEPA. State Environmental Policy Act, as amended.

SEPA Rules. Chapter [197-11](#) WAC, as adopted, revised, and amended by Ecology.

Service Area. A geographic area described in the city capital facilities plan in which a defined set of public facilities provides service to development within the area, provided, that the service area for schools shall be the applicable school district. Service areas may be separately described for each type of public facility.

Serviceable. For the purposes of 20.775 VMC, Wetland and Water Bodies Protection, serviceable means presently usable.

Setback. The minimum allowable horizontal distance from a given point or line of reference, such as a property line, to the nearest vertical wall or other element of a building or structure or edge of vehicle parking area as defined herein. Where a sidewalk or private roadway is placed in an easement, the setback shall be measured from the back of sidewalk or edge of easement if there is no sidewalk.

Sexually-Oriented Adult Arcade and Sexually Oriented Adult Arcade Premises. Any premises on which any sexually-oriented adult arcade device is located and to which patrons, customers, and/or members of the public are admitted.

Sexually-Oriented Adult Arcade Device. Also known as panorama, preview, picture arcade, or peep show, any device which, for payment of a fee, membership fee or other charge, is used to exhibit or display a picture, view, film, videotape or videodisc, live show or other graphic display of specified anatomical areas. All such devices are denominated under this ordinance by the term sexually-oriented adult arcade device.

Sexually-Oriented Adult Entertainment. Any entertainment conducted in a public place of amusement where such entertainment involves a person appearing or performing in a state of nudity, as defined herein.

Sexually-Oriented Adult Entertainment Premises. Any premises to which the public, patrons or members are invited or admitted and wherein an entertainer provides sexually-oriented adult entertainment on a regular basis and as a substantial part of the business operation.

Shorelines of the State. Shorelines as defined in the Shoreline Management Master Program.

Short Plat. A map or representation of a short subdivision.

Short-Term Rental. A dwelling unit or individual rooms within a dwelling unit that are rented to a guest(s) by a short-term rental operator for fewer than 30 consecutive days. A short-term rental is not considered a hotel, motel or bed and breakfast.

Short-Term Rental Operator. Any person who receives payment for owning or operating a dwelling unit, or portion thereof, as a short-term rental unit.

Sidewalk. A facility made of concrete or other approved material for the conveyance of pedestrians usually adjacent to a street or between streets.

Sign. Any structure, device, advertisement, advertising device or visual representation intended to advertise, identify or communicate information to attract the attention of the public for any reason.

Sign Area. Means the entire area of a sign on which graphics, letters, figures, symbols, trademarks and/or text is to be placed, excluding sign structure, architectural embellishments and framework. Sign area is calculated by measuring the perimeter enclosing the extreme limits of the module or sign face containing the graphics, letters, figures, symbols, trademarks, and/or text; provided, however, the area of any sign using individual letters, numbers or symbols with a canopy, awning or wall as the background, without added decoration or change

in the canopy, awning or wall, shall be the area within the shortest line drawn to include all letters, design and tubing which are a part of the sign or structure. For illuminated awnings the area shall be limited to the area within the shortest line drawn to include all copy and graphics, excluding illuminated areas outside of these lines.

Sign, Awning. A sign attached to or incorporated into an awning.

Sign, Billboard. An outdoor advertising structure, 12 foot by 25 foot or larger, designed and constructed to carry posters.

Sign, Business Complex. A sign which is typically free-standing and is designed to identify multiple businesses in a business complex.

Sign, Canopy. A sign attached to or incorporated into a canopy.

Sign, Commercial. Any sign that advertises a product, service, entertainment or commodity sold or offered on the premises where it is located.

Sign, Complex. (Auto Dealership Plan District). A sign with the purpose of identifying the area and/or containing more than one manufacturers brand.

Sign, Construction. A temporary sign giving the name or names of principal contractors, architects, lending institutions, or other persons or firms responsible for construction on the site where the sign is located, together with other related information.

Sign, Directional. A sign designed and erected solely for the purpose of traffic or pedestrian direction, and which is placed on the property to which or on which the public is directed.

Sign, Electronic Message Center (EMC). Electronic message center (EMC) means an electrically activated sign whose message content, either in whole or in part, may be changed by means of electronic programming.

Sign, Elevation. Regarding sign regulations, the portion of any building exterior enclosing the applicant's place of business, measured horizontally by width of occupancy and vertically by height of occupancy on the street building frontage. In the case of a single-story building, vertical height of occupancy is measured to the eave or parapet line. For partial occupancy in a multi-story building, vertical height of occupancy is measured from floor line to floor line.

Sign Face. Means the portion of the sign on which the graphics, letters, figures, symbols,

trademark or text is placed.

Sign, Fascia. A flat sign which projects less than one foot from the face or wall of the building, including parapet, upon which it is affixed, painted or attached, running parallel for its whole length to the face or wall of the building, and which does not extend beyond the horizontal width of such building.

Sign, Flashing. Any sign which contains an intermittent or flashing light source or which includes the illusion of intermittent or flashing light by means of animation or an externally-mounted intermittent light source. Time and temperature signs are excluded from this definition. For the purpose of this Title, EMC's (consistent with the standards of VMC Section [20.960.060](#) I and Section [20.960.070](#) I) shall not be considered flashing signs.

Sign, Franchise. (Auto Dealership Plan District). A sign that identifies the manufacturers brand and/or name.

Sign, Free Standing. (Pole Signs and Monument Signs). A sign that is not attached to a building and is erected on a frame connected to the ground. Pole signs and monument signs are specific types of freestanding signs. A freestanding sign does not include a portable sign.

Sign Height. The vertical distance measured from grade at the point of support to the top of the sign or the sign's structure.

Sign Maintenance. The repair or refurbishment of a sign, sign structure or any part of each.

Sign, Marquee. A sign attached to or incorporated into a marquee.

Sign, Messages Without a Cabinet, Area of. The area of any single geometric shape which encompasses all lettering and/or graphic message.

Sign, Monument. Means a sign and supporting structure which is attached to the ground and has similar top and bottom dimensions and is constructed as a solid structure or one which gives the appearance of a continuous and unbroken mass, with no separations between the sign and the base.

Sign, Multi-faced. A sign with more than one face. These types of signs shall be considered one (1) sign for the purpose of determining the number of signs allowed.

Sign, NIT. A measurement of brightness used to rate luminous displays. NIT is expressed in

"candelas per square meter".

Sign, Official. Means the same as Public-Sector Sign.

Sign, Off-Premises. A third-party sign that advertises goods, products, services or facilities or directs persons to a location different from where the sign is installed.

Sign, On-Premises. A sign which carries only advertisement strictly incidental to a lawful use of the premises on which it is located, including signs or sign devices indicating the business transacted, services rendered, goods sold or produced on the premises, name of the business, and name of the person, firm or corporation occupying the premises.

Sign, Pole. A sign that is supported permanently upon the ground by poles or braces and not attached to any building.

Sign, Political Campaign. Any temporary sign which displays the name and/or picture of an individual seeking election or appointment to a public office or which pertains to a forthcoming public election or referendum or which advocates political views or policies.

Sign, Portable – Permanent. Permanent portable signs shall be defined as “onsite” signs placed in the right-of-way along the business frontage and on the same side of the street of the building or establishment which it advertises. Permanent portable signs shall be meant for continuous display during the hours the business is open and shall have the primary purpose of identifying the business.

Sign, Portable – Temporary. Temporary portable signs shall be defined as “off-site” signs placed in the right-of-way advertising an approved business or use. Temporary portable signs shall be displayed during the hours the business is open and shall have the sole purpose of identifying the business or providing directions.

Sign, Private Non-Commercial. Any sign under 6 square feet that does not advertise a product, service, entertainment, or commodity sold or offered on the premises where it is located.

Sign, Projecting. Shall mean any sign other than a wall sign, which is attached to or projects 12 inches or more from a structure or building face or wall.

Sign, Public-Sector. Any sign erected by any federal, state, county or city governmental agency or at the direction of any such governmental agency or court.

Sign, Public Service Information. A sign that provides general public service information to the public such as time, date, temperature, weather or directional information.

Sign, Reader Board. A sign constructed for the placing of advertising messages, which messages are changeable by use of manually removable or electrically changeable letters.

Sign, Rooftop. A sign erected upon the roof of a building, the entire face of which is situated above the roof line of the building to which it is attached, and which is wholly or partially supported by said building.

Sign, Rotating. A sign, any portion of which moves or is movable by any mechanical manner.

Sign, Secondary. A second free-standing sign on a given frontage in excess of 300 linear feet.

Sign, Sidewalk. A portable sign, typically in the shape of an inverted V, with two sign boards attached to each other at the top of the sign; also known as a sandwich board or A-frame sign. Each board shall be considered a separate sign face for purposes of determining allowable area of sign.

Sign, Temporary. Any sign that is not permanently installed or affixed to any sign structure or building, and not displayed for longer than 30 consecutive calendar days. In the case of construction project signs, they may be maintained for the duration of construction.

Sign, Time and Temperature. Means the same as Public Service Information Sign.

Sign, Vehicle. Any sign attached to or placed on a parked vehicle or trailer used principally for advertising purposes, rather than transportation, but excluding signs relating to the sale, lease, or rental of the vehicle or trailer and excluding signs which identify a firm or its product on a vehicle operated during the normal course of business.

Sign, Video. A sign providing information in both a horizontal and vertical format (as opposed to linear), through use of pixel and sub-pixel technology having the capacity to create continuously changing sign copy in a full spectrum of colors and light intensities.

Sign, Wall. Means the same as Painted Wall or Wall Graphic.

Sign, Window. Any sign affixed to (or painted on) the inside or outside of a window and intended to be viewed from the exterior of the structure.

Single Impact. An individual incidence of noise, actually measured in decibels, which may be

heard on a property and which may be greater or lesser than the Ldn value, which is derived from the logarithmic averaging of single impacts within a period of time.

Significance. A quality of a property which helps one understand the history of the local area, state or nation by illuminating the local, statewide or nationwide impact of the events or persons associated with the property or its architectural type or style in information potential. The local area may be as large as Clark County or Southwest Washington or as small as a neighborhood. Local significance may apply to a property that illustrates a theme that is important to one or more localities; state significance to a theme important to the history of the state; and national significance to property of exceptional value in representing or illustrating an important theme in the history of the nation.

Single Room Occupancy (SRO). Occupancy by a single individual of a unit that contains no sanitary facilities or food preparation facilities or contains either but not both types of facilities.

Site. Any plot or parcel of land or combination of contiguous lots or parcels of land.

Six-Year Street Plan. That portion of the city's Capital Facilities Plan which inventories planned street and road construction and improvement, and which designates such construction projects and improvements as funded or nonfunded.

Slope. The deviation of a surface from horizontal, usually expressed in percent or degrees.

SMA. The State Shoreline Management Act of 1971, as amended.

Soft Armoring Techniques. Techniques that apply the principles of the biological, ecological, and soils sciences and structural engineering to build structures which, using live plant materials as a main structural component, stabilize the soil against erosion, sedimentation, and flooding. Also referred to as "bioengineering techniques."

Sound Transmission Reduction. Reduction of sound or noise from unit to unit utilizing the standards of the City Adopted Building Code(s).

Special Provisions. Street construction requirements peculiar to a special project that are not otherwise thoroughly or satisfactorily detailed and set forth in the standard specifications or standard plans.

Special Valuation Tax Incentive Program. The local option program that makes available to property owners a special tax valuation for rehabilitation of historic register properties under

which the assessed value of an eligible historic property is determined at a rate that excludes, for up to ten years, the actual cost of the rehabilitation.

Specified Anatomical Areas. Regarding Adult Businesses, less than completely and opaquely covered: human genitals, pubic region, buttock and female breast below a point immediately above the top of the areola; and human male genitals in a discernibly turgid state even if completely and opaquely covered.

Specified Sexual Activities. Regarding Adult Businesses, human genitals in a state of sexual stimulation or arousal; acts of human masturbation, sexual intercourse or sodomy; and fondling or other erotic touching of human genitals, pubic region, buttock or female breast.

Standard Industrial Classification (SIC). A classification pursuant to the Standard Industrial Classification Manual issued by the United States Office of Management and Budget. This system was replaced by the North American Industrial Classification System (NAICS).

Start of Construction. The start of permanent construction or substantial improvement activity on a site within 180 days of the issuance of a building permit. Permanent construction activities include the pouring of slab or footings, the installation of pilings, construction of columns or any work beyond site preparation, excavation, setting of temporary forms or the placement of accessory buildings; or the placement of a manufactured home on a foundation. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

Stealth Design. A wireless communications facility's support structure, antennae or accessory equipment structure that is designed to blend in with the existing physical environment, and reduce visual impacts to the extent possible.

Storage, Open. Storage of property outside of a fully enclosed building.

Storage Space. Sufficient space, either in individual dwelling units or common storage rooms, to provide adequate, secure, and convenient storage for items owned by building tenants.

Stormwater. Stormwater is that portion of precipitation that does not naturally percolate into the ground or evaporate, but flows via overland flow, interflow, pipes and other features of a stormwater drainage system into a defined surface waterbody or a constructed infiltration facility.

Stormwater Conveyance. Parts of a stormwater facility (such as pipes, culverts, swales, etc.) that are constructed specifically to transport water from one point to another. See Stormwater Facility.

Stormwater Facility. A constructed component of a stormwater drainage system, designed or constructed to perform a particular function or multiple functions. Stormwater facilities include, but are not limited to, pipes, swales, ditches, culverts, street gutters, detention ponds, retention ponds, constructed wetlands, infiltration devices, catch basins, oil/water separators, biofiltration swales, bioretention, permeable pavement, and vegetated roofs.

Stormwater Manual. Stormwater Manual means the Stormwater Management Manual for Western Washington, which is the 5-volume technical manual prepared by the Washington State Department of Ecology Water Quality Program, December 2014, Publication No. 14-10-055 (a revision of Publication No. 12-10-030), 5 volumes, and as hereafter amended.

Stormwater Permit. Stormwater Permit means the City of Vancouver's National Pollutant Discharge Elimination System (NPDES) Western Washington Phase II Municipal Stormwater Permit issued August 1, 2013, which was modified, Effective January 16, 2014, by the Washington State Department of Ecology, and as hereafter amended or reissued.

Story. That portion of a building between the surface of any floor and the surface of the next floor above it; or, if there is no floor above it, the space between such floor and ceiling.

Stream. Water contained within a channel, either perennial or intermittent, and classified according to WAC [222-16-030](#) or WAC [222-16-031](#). Streams also include natural watercourses modified by humans. Streams do not include drainage ditches which are not modifications of natural watercourses.

Street. A private or public way designed primarily for vehicular traffic. It includes the terms road, highway, avenue, boulevard, thoroughfare, or other traffic way, and usually includes improvements, including curbs, sidewalks, and street pavement within the right-of-way.

Street Frontage. The linear frontage of a parcel of property abutting a single public street.

Street Functional Classification System. The adopted hierarchy of street use as it relates to volume, speed, regional, area-wide, and local characteristics.

Street, Private. A thoroughfare that is privately owned providing a means of access to a

property or properties.

Street, Public. A thoroughfare or right-of-way dedicated, deeded, condemned or otherwise acquired by the public for use as such, other than an alley, which affords the principal means of access to abutting property including avenue, place, way, drive, lane, boulevard, highway, road, and any other thoroughfare.

Structure. Anything constructed or built, any edifice, building of any kind or any piece of work artificially built-up or composed of parts joined together in some definite manner, which requires location on the ground or is attached to something having a location on the ground, including swimming pools, wading pools and covered patios, excepting outdoor areas such as paved areas, walks, tennis courts and similar recreation areas. For the purposes of VMC [20.740.120](#), Frequently Flooded Areas, a structure is a walled and roofed building , or a gas or liquid storage tank that is principally above ground.

Subdivision. The division or re-division of land into ten or more lots for the purpose of sale, lease or transfer of ownership. The term subdivision also applies to an area or tract of land that has been subdivided.

Subdivision, Short. The division, re-division or partition of land into nine or fewer lots, tracts, parcels, sites or divisions for the purpose of sale, lease or transfer of ownership.

Substantial Damage. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its pre-damaged condition would equal or exceed 50% of the market value of the structure before the damage occurred.

Substantial Disturbance. Disturbance such that little or no useful archaeological data could be obtained.

Substantial Improvement. Any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure either:

1. Before the improvement or repair is started; or
2. If the structure has been damaged and is being restored, before the damage occurred.

“Substantial improvement” is considered to occur at the start of construction. “Substantial improvement” does not include either:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
2. Any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.

Substantial Noise Impact. Exterior noise levels greater than Ldn 65, which impact necessitates special sound insulation to produce noise levels of 45 Ldn or less within the interior of a residential structure.

Survey, Archaeological. Regarding archaeological resource protection, a procedure by which an archaeologist makes a determination of the presence or absence of an archaeological site in a disturbance area, a preliminary assessment of the site's potential significance, and a recommendation for further evaluation, avoidance, mitigation or recovery of resources in compliance with the provisions of [20.710](#) VMC.

System Development Charge (SDC). The connection fee charged so that the property upon which it is imposed will pay its equitable share of the costs of water-sewer system facilities which are system-wide in nature and are not site-specific needs, including such property's equitable share of the amount required to upgrade such system to meet the demands imposed by the development.

System Improvements. Public facilities that are included in the capital facilities plan and are designed to provide service areas within the community at large, in contrast to project improvements.

Telecommuting. The use of telephones, computers or other similar technology to permit an affected employee to work at home or at a location closer to home than the affected employer's principal worksite.

Temporary. A period not to exceed one year except as otherwise provided in this title.

Tenant Improvements. Construction improvements typically made to the interior of a nonresidential building to fit the building to a particular tenant's needs, or to create separate tenant spaces. Typically it involves such things as adding or removing walls, ceilings and doors; re-wiring for electrical outlets and lighting; and providing plumbing, sprinklers, counters and

walk-in coolers, often as part of a separate lease space in a building.

Through-Ventilation. The encouragement of natural cross-ventilation.

Total Developable Land (TDL). That portion of the subject property remaining once sensitive areas are subtracted from the total acreage of a property or collection of properties proposed for development.

Tract. A piece of land set aside in a separate area for dedication to the public, a homeowner's association, or other entity, (e.g., open space, recreational facilities, and tree preservation) wetland or other sensitive lands.

Traffic Study. A study of traffic behavior by a licensed engineer.

Transit. A multiple-occupant vehicle operated on a for-hire, shared-ride basis, including bus, ferry, rail, shared-ride taxi, shuttle bus or vanpool.

Transit Facility. A development provided by a public transportation provider, which is designed to aid or encourage community use or multi-modal public transportation system, such as bus and van/carpools.

Transitional Surfaces. An area extending outward at 90 degree angles to an airport's runway centerline at a slope of seven feet horizontally for each foot vertically.

Transitional Zone. The areas beneath the transitional surfaces.

Transplant. The relocation of a tree from one place to another on the same property.

Tree. Any self-supporting perennial woody plant that matures at a height greater than 26 feet and is generally referred to in the nursery and landscape industry as a tree.

Tree Farm. See Commercial Nursery.

Tree, Hazard. Any tree with a combination of structural defect and/or disease and a proximity to persons or property which makes it subject to a high probability of failure, as recommended by a qualified arborist.

Tree, Mitigation. A tree planted and retained to achieve the required tree density for a parcel or to replace a tree removed in violation of city ordinance.

Tree, Nuisance. A tree that is causing physical damage to property or has been damaged by

past maintenance practices, and for which horticultural practices cannot correct the problem.

Tree Preservation. The retention of a tree or trees during and after construction.

Tree, Specimen. A tree that has been given greater than standard tree density value by the planning official through the evaluation process.

Tree, Street. A tree located within a street right-of-way or street tree easement, adjacent to public or private streets, including undeveloped areas.

Tree Tract. A separate deeded tract of land, specifically set aside for the preservation and/or planting of trees. Stormwater retention/detention facilities, sensitive areas, and other common areas may be considered tree tracts if they currently support the growth of trees.

Tree Unit. A unit of measurement based upon the size of the tree as set forth in Chapter [20.770](#) VMC, Tree, Vegetation, and Soil Conservation.

Tree, Vegetation and Soil Plan. A plan that contains specific information pertaining to the protection of healthy soil, and the preservation, and planting of trees and native vegetation pursuant to Chapter [20.770](#) VMC, Tree, Vegetation, and Soil Conservation.

Tree, Vegetation and Soil Protection Area (TVSPA). A separate tract of land, which may or may not be deeded as such, specifically set aside for the preservation of healthy soils and the preservation or planting of existing and/or native vegetation and trees. Stormwater retention/detention facilities, critical area buffers and other common areas may be considered TVSPA if they currently or are improved to an extent where they can support healthy soils and the growth of native vegetation and trees. The purpose of these areas for preserving healthy soils, preserving and/or planting native vegetation and trees is stated on the face of the plat when applicable.

Tribe or Tribes. Regarding Archaeological Preservation, any federally-recognized or other local Native American government organization which may consider the site to be of historic or cultural significance.

Truck, Heavy. Trucks, including truck tractors and similar vehicles, with two or more rear axles.

Truck, Light. Trucks and similar vehicles with single rear axles and single rear wheels.

Truck, Medium. Trucks and similar vehicles other than truck tractors with single rear axles and

dual rear wheels. Truck tractors are in the Heavy Truck category. (Ord. M-4325 § 3, 2020; Ord. M-4179 § 65, 2016; Ord. M-4034 § 2, 2012)

20.160.020 Listing of Use Classifications.

A. Residential use types.

1. *Household Living.* Living facilities for small groups (households) of people who are related or unrelated, featuring self-contained units including facilities for cooking, eating, sleeping, and hygiene. Tenancy is longer than 30 calendar days. Household structures include single-family detached and attached dwellings; duplexes; multi-family dwellings; and modular and manufactured housing units. Most types of senior housing, (e.g., congregate care or assisted living) are considered to be household living if residents live in self-contained units, even if there are also shared facilities within the building. The maximum number of people who may reside in any given dwelling unit shall be determined by the city adopted building code.

2. *Group Living.* Living facilities for groups of individuals that include at least one person residing on the site who is responsible for supervising, managing, monitoring and/or providing care, training or treatment of residents. Larger group living facilities may also be characterized by shared facilities for eating, hygiene and/or recreation. Examples include nursing/convalescent homes, residential care homes or centers; single-room occupancy (SROs) facilities; sororities/fraternities and convents/monasteries. Tenancy is typically 30 days or more. Excludes detention and post-detention facilities (see subsection [\(E\)\(5\)](#) of this section, Detention and Post-Detention Facilities).

3. *Home Occupation.* Commercial, office or other economic activity wholly contained within the residence or accessory building within which it is located, and is clearly subordinate to the primary residential use.

4. *Medical Center Residential.* Extended stay facilities and medical center uses that typically occur in a residential setting, if approved through a Public Facilities Master Plan pursuant to Chapter [20.268](#) VMC. Examples include extended stay housing for employees and patient families and midwifery practices that occur in a single-family residential scaled structure. Maximum occupancy and other parameters may be determined through the master plan review process.

5. Short-Term Rental. A dwelling unit or individual rooms within a dwelling unit that are rented to a guest(s) by a short-term rental operator for fewer than thirty consecutive days.

B. *Civic use types.*

1. *Basic Utilities.* Unstaffed community infrastructure, including but not limited to water tanks, sewer pump stations, telephone exchanges, and electric power substations.

Excludes facilities that include offices, service centers and/or material storage (See subsection [\(C\)\(6\)](#) of this section, Office, and subsection [\(D\)\(1\)](#) of this section, Industrial Services).

2. *Colleges.* Institutions of higher education. Accessory uses may include classrooms, laboratories, theaters, auditoriums, libraries, dormitories, eating facilities, bookstores, other small-scale retail, general offices, and parking. Excludes private, profit-making trade, and vocational schools (see subsection [\(C\)\(4\)\(b\)](#) of this section, Personal Services). Such a facility that has regional or state-wide significance is classified as an Essential Public Facility by the provisions of the Growth Management Act.

3. *Community Centers.* Public, private, and nonprofit social, resource and multi-purpose facilities that are open to the public for free or fee (including membership fees). Examples include: community centers; senior centers; homeless day centers. Accessory uses may include offices, food preparation and service, child care, laundry facilities, showers, health assessments, classrooms and related activities.

4. *Community Recreation.* Public, private, and nonprofit recreational, social and multi-purpose facilities that are open to the public for free or fee (including membership fees). Examples include: health/fitness clubs; indoor or outdoor tennis/racquetball and soccer clubs and other sports fields; indoor/outdoor swimming pools; boat launches; golf courses, and shooting ranges. Accessory uses may include clubhouses, pro shops, offices, locker rooms, restaurants/delis/concession stands, child care facilities, restrooms, maintenance facilities, and parking. Excludes such facilities when collocated in a public park (see subsection [\(B\)\(9\)](#) of this section, Parks/Open Space); and certain types of indoor recreational facilities (see subsection [\(C\)\(3\)\(b\)](#) of this section, Indoor Entertainment).

5. *Cultural Institutions.* Public or nonprofit cultural facilities including libraries, museums, historic sites, and galleries.

6. *Day Care.*

a. *Child Care.* As defined by the Revised Code of Washington (RCW) State Statute:

i. *Family Child Day Care Home.* A facility where a person regularly providing care during part of the 24-hour day to 12 or fewer children in the family abode of the person or persons under whose direct care the children are placed.

ii. *Child Care Center.* A person or agency that provides care for 13 or more children during part of the 24-hour day.

b. *Adult Day Care.* Provision of daytime services, including respite, recreational, social and therapeutic activities, to disabled and/or elderly adults in a group setting.

Categories include:

i. *Residential Adult Day Care.* Provision of adult day care services for six or fewer handicapped and/or elderly adults, with or without compensation, in the home of the provider.

ii. *Institutional Adult Day Care.* Provision of adult day care services for seven or more handicapped and/or elderly adults either in a residential or institutional, e.g., nursing home, setting.

7. *Emergency Services.* Public safety facilities including police and fire stations, and emergency communications, but not including ambulance services.

8. *Medical Centers.* Facilities providing inpatient, outpatient, emergency, and related ancillary services to the sick and infirm, including drug and alcohol treatment. Usually developed in campus setting. Accessory uses may include diagnostic and treatment facilities; laboratories; surgical suites; kitchen/food service facilities; laundry; housekeeping and maintenance facilities; administrative offices; and parking. Medical centers may also include free-standing offices for hospital-based and/or private-practice physicians and other allied health care professionals; these medical office buildings are regulated as offices. (see subsection [\(C\)\(6\)\(b\)](#) of this section) Such a facility that has regional or state-wide significance is classified as an Essential Public Facility by the provisions of the Growth Management Act.

9. *Parks/Open Space.* Lands that are maintained in a natural state and/or developed that

are designed for public active and passive recreation. Examples include parks, public squares, recreational trails and nature preserves. Does not include areas in active cultivation (see subsection [\(E\)\(1\)](#) of this section, Agriculture/Horticulture); or cemeteries (subsection [\(E\)\(4\)](#) of this section, Cemeteries).

a. *Neighborhood parks.* Small parks usually no greater than five acres designed to serve the immediate neighborhood. Access is on foot or bicycle with little or no on-site parking provided. Accessory uses may include low-impact outdoor playing/practice fields (without associated parking), playgrounds, sports courts, picnic areas, educational/interpretive facilities, walking/jogging paths, restrooms, and seating areas. May collocate with schools.

b. *Community parks.* Larger parks typically 15 acres or larger designed to serve a larger geographic area than a neighborhood park. Access is on foot and by bicycle, transit, and vehicle. May contain one or more Community Recreation uses as defined in subsection [\(B\)\(4\)](#) of this section. Other accessory uses may include walking/jogging trails; picnic shelters; outdoor performance facilities; off-leash dog, bicycle, and skateboard parks; sports courts, community gardens; bicycle, pedestrian, and transit amenities; educational/interpretive facilities; viewpoints; concessions; restrooms; caretaker and maintenance facilities; and parking. May collocate with schools.

c. *Regional parks.* Any park greater than 100 acres designed to serve regional needs. Accessory uses include any of the facilities found in neighborhood and community parks.

d. *Trails.* Publicly accessible walking, jogging or bike trails that extend beyond the boundaries of a single subdivision or development project. Accessory uses may include signage/maps; interpretive centers; viewpoints; and trailhead facility, restrooms, and parking. Does not include trails or portions of trails created as part of Neighborhood, Community and Regional Parks.

10. *Postal Service.* Refers to postal services and processing as traditionally operated by the U.S. Postal Service. Such facilities include customer sales, mail sorting, and fleet truck storage. Excludes profit-making parcel post or mail services (see subsection [\(C\)\(4\)\(b\)](#) of this section, General Retail, Personal Services).

11. *Religious Institutions.* Permanent places of religious worship that may include related

accessory uses that are clearly incidental and secondary to religious worship, congregation, and teaching such as administrative offices; child care centers/pre-schools; classrooms for religious instruction; auditoriums; social halls; rectories; and gymnasiums, playgrounds and other recreational facilities. May include on-site functions related to ministry to the poor such as emergency overnight shelter, food service, group meals and food and clothing pantries.

12. *Schools*. Public and private pre-school, kindergarten, elementary, middle, and high schools. Accessory uses include administrative offices; classrooms and laboratories; kitchen/cafeterias; auditoriums; gymnasium, swimming pools; playing fields and related indoor and outdoor physical education facilities; and storage and maintenance facilities. The programs and activities of other public and nonprofit organizations including those associated with adult education, after-school care, recreation and social services may collocate in a school facility. Such a facility that has regional or state-wide significance is classified as an Essential Public Facility by the provisions of the Growth Management Act.

13. *Social/Fraternal and Clubs/Lodges*. Nonprofit organizations with social, philanthropic and/or recreational functions and activities.

14. *Transportation Facilities*. Bus, trolley, street car; light and heavy rail transit stops and stations; water taxi and ferry stations; and accessory bicycle parking. Excludes airports (see subsection [\(E\)\(2\)](#) of this section, Airports/Airparks); public streets and sidewalks; and heavy and light rail maintenance/switching yards (see subsection [\(D\)\(3\)](#) of this section, Railroad Yards); and heliports (see subsection [\(E\)\(7\)](#) of this section, Heliports). Such a facility that has regional or state-wide significance is classified as an Essential Public Facility by the provisions of the Growth Management Act.

15. *Park & Ride Facilities*. Park & Ride facilities means parking facilities that serve motorists transferring to or from urban public transportation vehicles or private car-pool vehicles.

C. *Commercial use types*.

1. *Commercial and Transient Lodging*. Residential facilities such as hotels, motels, rooming houses, bed-and-breakfast establishments, and homeless shelters where tenancy is typically less than one month. May include accessory meeting, convention facilities, and food preparation and service.

2. *Eating and Drinking Establishments.* Establishments that sell prepared food and beverages for consumption on site or take-away including restaurants, delicatessens, bars, taverns, brew pubs, espresso bars, and group meal service.

3. *Entertainment-Oriented.*

a. *Adult Entertainment.* Facilities including adult motion picture theaters; adult video/book stores; and topless, bottomless, and nude dance halls which include materials and activities characterized or distinguished by an emphasis on matters depicting specified sexual activities or anatomical areas.

b. *Indoor Entertainment.* Commercial indoor facilities such as bowling alleys, arcades, trampoline or bounce house facilities, shooting ranges, movie, and live performance theaters.

c. *Major Event Entertainment.* Facilities such as auditoriums, stadiums, arenas, amphitheaters, convention centers, and race tracks which provide athletic, cultural or entertainment events and exhibits for large groups generally exceeding 1,000 spectators.

4. *General Retail.*

a. *Sales-Oriented.* Establishments which provide consumer-oriented sales, leasing and rental of consumer, home and business goods including art; art supplies; bicycles; clothing; dry goods; electronic equipment; fabric; gifts; groceries; hardware; household products; jewelry; pets and pet products; pharmaceuticals; plant; printed materials; stationery; videos; and clothing and food pantries. Excludes large-scale consumer products (see subsection [\(C\)\(4\)\(d\)](#) of this section, Bulk Sales); and those sold primarily outdoors (see subsection [\(C\)\(4\)\(e\)](#) of this section, Outdoor Sales).

b. *Personal Services.* Establishments which provide consumer services such as banks and credit unions; barber and beauty shops; automated teller machines (ATMs) and related automated vending facilities; pet grooming; laundromats and dry cleaners; copy centers; photographic studios; specialized instructional schools; trade/vocational schools; massage therapy; acupuncture; and mortuaries.

c. *Repair-Oriented.* Establishments which engage in the repair of consumer and business goods including television and radios; bicycles; clocks; jewelry; guns; small

appliances and office equipment; tailors and seamstresses; shoe repair; locksmiths; and upholsterers.

d. *Bulk Sales*. Establishments which engage in the sales, leasing and rental of bulky items requiring extensive interior space for display including furniture, large appliances, and home improvement sales.

e. *Outdoor Sales*. Establishments that engage in sales requiring outdoor display and/or storage including lumberyards and nurseries.

5. *Motor Vehicle Related*.

a. *Motor Vehicle Sales/Rental*. Includes car, light and heavy truck, mobile home, boat and recreational vehicle sales, rental and service.

b. *Motor Vehicle Servicing/Repair*. Free-standing vehicle servicing and repair establishments including quick and general vehicle service, car washes and body shops not an accessory to new vehicle sales.

c. *Vehicle Fuel Sales*. Establishments engaging in the sale of gasoline, diesel fuel, and oil products for cars, trucks, recreational vehicles, and boats.

d. *Electric Vehicle (EV) Basic Charging Station*. A slow to medium level charging station for electric vehicles that is typically accessory to another use, such as single family residences, apartments, and businesses. Level 1 (120 volt AC) is considered slow charging. Level 2 (208 or 240 volt AC) is considered medium charging.

e. *Electric Vehicle (EV) Rapid Charging Station*. An industrial grade electrical outlet that allows for faster charging of electric vehicle batteries through higher power levels and that meets or exceeds any standards, codes, and regulations set forth by Chapter [19.28](#) RCW and consistent with rules adopted under RCW [19.27.540](#). Such stations are also known as Level 3 facilities and are considered fast or rapid charging (480-volt AC), and are generally available to the public.

f. *Electric Vehicle (EV) Battery Exchange Station*. A facility that will enable an electric vehicle with a swappable battery to enter a drive lane and exchange the depleted battery with a fully charged battery. Such exchange stations may use a fully automated process, which meets or exceeds any standards, codes, and regulations set forth by

Chapter [19.27](#) RCW.

6. *Office.*

a. *General Office.* Government, business and professional offices that operate during typical weekday hours. Examples include local, regional, state, and federal offices and agencies; veterinary clinics; medical and dental laboratories; blood collection centers; offices for attorneys, architects, accountants, engineers, stockbrokers, real estate agents, mortgage bankers, insurance brokers, and other consultants; headquarters offices; sales offices; radio, and television studios. Also includes painting, landscaping, building and janitorial contractors where the indoor storage of materials and equipment are incidental to the office use. If this storage exceeds 50 percent of occupied space, such uses are classified as Industrial Services (see subsection [\(D\)\(1\)](#) of this section). Offices that are part of and are located within a firm in another use category are considered accessory to the firm's primary activity. Also excludes medical office and related facilities (see subsection [\(C\)\(6\)\(b\)](#) of this section).

b. *Medical Office.* Offices for physicians, dentists, chiropractors, and allied health care professionals; free-standing outpatient health care facilities; urgency clinics; naturopathic, and homeopathic facilities; and home health organizations that provide on-site services to patients and that generally operate during typical peak weekday hours.

c. *Extended Office.* Offices that operate during nontraditional hours including evenings, nights, and weekends. Examples include taxis and other vehicles for hire, funeral homes and accessory crematoria, telemarketing/service centers and internet communication centers. Accessory uses may include fleet vehicle parking, communication switching and other equipment and limited storage of goods.

7. *Non-Accessory Parking.* Any private or public vehicle and bicycle parking, either paid or free, which is not accessory to a primary use. Includes public and private parking structures and lots; and free-standing fleet vehicle parking lots.

8. *Self-Service Storage.* Commercial operations that provide rental of storage space to the public. The storage areas are designed to allow private access by the tenant for storing or removing personal property. These facilities do not include outdoor storage or moving and storage companies where there is no individual storage or where employees are primary

movers of the goods to be stored (see subsection [\(D\)\(5\)](#) of this section, Warehouse/Freight Movement). No tenant may use a self-service storage facility for residential purposes. Self-service storage is synonymous with self-service storage facility and mini-storage.

9. *Marina*. A facility that provides secure moorings for recreational or commercial boats.

10. *Artisan and Specialty Goods Production*. Small scale businesses that manufacture artisan goods or specialty foods. Small manufacturing production aims at direct sales rather than the wholesale market. This small-scale manufacturing use is intended to be allowed where compatible with the commercial and residential fabric of the city center. An allowance for public viewing or customer service space is required with artisan and specialty goods production. This use category includes the following uses: Sugar and confectionary, fruit and vegetable preserving and specialty foods, bakeries and tortilla manufacturing; artisan leather, glass, cutlery, hand tools, wood, paper, ceramic, textile and yarn products; microbreweries, microdistilleries, and wineries. Refer to Commercial and Mixed-Use Districts Use Table 20.430.030-1 and Special Limitations on Uses, VMC [20.430.050](#).

D. *Industrial use types*.

1. *Industrial Services*. Includes the repair and servicing of industrial and business machinery, equipment and/or products. Examples include welding shops; machine shops; sales, repair, storage, salvage or wrecking of heavy machinery, metal and building materials; towing and vehicle storage; auto and truck salvage and wrecking; heavy truck servicing and repair; tire recapping and retreading; truck stops; building, 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 (see subsection [\(C\)\(6\)\(a\)](#) of this section); fuel oil distributions; solid fuel yards; laundry, dry-cleaning and carpet cleaning plants; and photo-finishing laboratories.

2. *Manufacturing and Production*. Includes production, processing, assembling, packaging or treatment of semi-finished or finished products from raw materials or previously prepared materials or components. Manufacturing production is intended for the wholesale market rather than for direct sales.

3. *Railroad Yards*. A terminus of several light or heavy railroad lines where the loading, unloading, transshipment, switching, maintenance, and storage of rail cars is undertaken.

4. *Research and Development.* Facility featuring a mix of uses including office, research laboratories, and prototype manufacturing. If the use contains no on-site manufacturing component, then it is considered General Office (see subsection [\(C\)\(6\)\(a\)](#) of this section).
5. *Warehouse/Freight Movement.* Uses involved in the storage and movement of large quantities of materials or products indoors and/or outdoors; associated with significant truck and/or rail traffic. Examples include free-standing warehouses associated with retail furniture or appliance outlets; household moving and general freight storage; food banks; cold storage plants/frozen food lockers; weapon and ammunition storage; major wholesale distribution centers; truck, marine and air freight terminals and dispatch centers; bus barns; grain terminals; and stockpiling of sand, gravel, bark dust or other aggregate and landscaping materials.
6. *Waste-Related.* Uses that receive solid or liquid wastes from others for disposal on the site or for transfer to another location, uses that collect sanitary wastes or uses that manufacture or produce goods or energy from the composting of organic material. Examples include: recycling/garbage transfer stations; landfills; composting, energy recovery and sewage treatment plants; and hazardous waste handling and transfer facilities that do not treat or dispose of hazardous waste, as that term is defined in the Code of Federal Regulations, Title [40](#), Part 261. Such a facility that has regional or state-wide significance is classified as an Essential Public Facility by the provisions of the Growth Management Act. Hazardous waste or disposal facilities are not included in this classification and are therefore not permitted in the city of Vancouver.
7. *Wholesale Sales.* Involves sales, leasing or rental of equipment or products primarily intended for industrial, institutional or commercial businesses. Businesses may or may not be open to the general public, but sales to the general public are limited. Examples include the sale or rental of machinery, equipment, building materials, special trade tools, welding supplies, machine parts, electrical supplies, janitorial supplies, restaurant equipment, and store fixtures; mail order houses; and wholesalers of food, clothing, auto parts, and building hardware.
8. *Major Utility Facilities.* Those facilities which have a substantial public impact, including but not limited to: sewage treatment plants and lagoons; electric generation facilities including biomass and coal energy generating facilities; and essential public facilities as defined in Chapter [20.855](#) VMC, Essential Public Facilities.

E. *Other use types.*

1. *Agriculture/Horticulture.* Open areas devoted to the raising of fruits, vegetable, nuts, nursery stock and/or flowers, including community gardens; may include on-site sales of products grown on the site. Excludes nurseries (see subsection [\(C\)\(4\)\(e\)](#) of this section, Outdoor Sales).
2. *Airports/Airparks.* Includes aircraft runways, landing strips and uses supporting airport operations such as control towers, hangars, and fuel storage facilities. Also includes uses incidental to airports such as aerial mapping; air cargo warehousing and distribution, airport pilot training schools; aircraft sales and repair; aviation clubs and museums; and public transportation transfer areas. Such a facility that has “regional” or “state-wide” significance is classified as an Essential Public Facility by the provisions of the Growth Management Act.
3. *Animal Kennel/Shelters.* Animal kennel and shelter facilities for the overnight boarding of dogs, cats and other domestic pets. Excludes dog day care (see subsection [\(E\)\(6\)](#) of this section, Dog Day Care); and veterinary clinics (see subsection [\(C\)\(6\)\(a\)](#) of this section, General Offices).
4. *Cemeteries.* Facilities for storing human remains. Accessory uses may include chapels, mortuaries, crematoria, mausoleums, administrative offices, maintenance facilities, and parking.
5. *Detention and Post-Detention Facilities.* Uses which have the characteristics of Group Living but are devoted to the housing, training and supervision of those under judicial detention. Examples include prisons; jails; probation centers; juvenile detention homes; and related post-incarceration and half-way houses. Such a facility that has regional or state-wide significance is classified as an Essential Public Facility by the provisions of the Growth Management Act.
6. *Dog Day Care.* Dog Day Care shall mean any premises containing four or more dogs, which are five months or older, where these domestic animals are dropped off and picked up daily for temporary care on site and where they may be groomed, trained, exercised, and socialized, but are not kept or boarded overnight, bred, sold or let for hire. Excludes Animal Kennel/Shelters (see subsection [\(E\)\(3\)](#) of this section, Animal Kennel/Shelters).

7. *Heliports*. Public or private facilities designed for the landing, departure, storage, and fueling of helicopters.
8. *Mining*. Uses that mine or extract mineral or aggregate resources from the ground for off-site use. Accessory uses may include storage, rock crushing, sorting, and transfer facilities.
9. *Rail Lines/Utility Corridors*. The regional corridors in public or private ownership dedicated for use by rail lines; above-grade or underground power or communication lines; water, sewer and storm sewer lines or similar services.
10. Temporary Uses
11. *Wireless Communication Facilities*. Includes publicly and privately owned towers and related transmitting equipment for television; FM/AM radio; cellular and two-way radio and microwave transmission; and related ancillary equipment buildings. Does not include radio/television transmission facilities that are part of the public safety network (see subsection [\(B\)\(7\)](#) of this section, Emergency Services). Does not include amateur (ham) radio antennas or towers. (Ord. M-4187 § 3, 12/05/2016; Ord. M-4103 § 4, 11/17/2014; Ord. M-4024 § 5, 09/10/2012; Ord. M-4002 § 4, 12/05/2011; Ord. M-3959 § 4, 07/19/2010; Ord. M-3931, Amended, 11/19/2009; Ord. M-3931 § 1, 11/02/2009; Ord. M-3922 § 3, 07/06/2009; Ord. M-3847 § 2, 11/19/2007; Ord. M-3832 § 2, 06/18/2007; Ord. M-3701 § 3, 05/02/2005; Ord. M-3663 § 3, 08/02/2004; Ord. M-3643, 01/26/2004)

20.210.030 Exempt Activities.

A. *Exemptions*. Unless specified elsewhere in this title, the following development activities are exempt from the procedural requirements of this chapter:

1. Landscaping or landscape alterations, unless such landscaping or alterations would require a permit or approval pursuant to this title or modify or violate an approved plan, plat or a condition of approval of a prior permit. In such instance of modification, the permit shall be processed as a modification of the prior permit under Section [20.210.140](#) VMC, a plat alteration or other applicable procedure.
2. Normal or emergency repair or maintenance of public or private buildings, structures, landscaping or utilities.
3. A change of any legally-established use except if the change of use requires an increase

in the number of parking spaces provided, requires a conditional use permit under Chapter [20.245](#), requires Type I or Type II site plan approval under Chapter [20.270](#) VMC, Site Plan Review, or is otherwise classified in this title as a Type I, II, III or IV action.

4. Building permits required pursuant to the City Adopted Building Code for construction not requiring a development application under Title [20](#).

5. On-site utility permits not obtained in conjunction with a specific development application, including but not limited to sewer hook-ups, water hook-ups, right-of-way permits, grading permits, and fire department permits.

6. Home occupation permits.

7. Sign permits.

8. Approval of escrow agreements/accounts.

9. All developments and buildings that are engaged in agriculture as defined in Chapter [20.160](#) VMC, Use Classifications.

10. Interior remodeling and tenant improvements unless site plan review is triggered under Section [20.270.020\(C\)](#) or [\(D\)](#).

11. Independent archaeological predeterminations or surveys not associated with a development application.

12. Short-Term Rental permits

B. *Other regulations apply.* Exemptions in (A) above are subject to all other applicable standards and requirements of the Vancouver Municipal Code. (Ord. M-3692 § 12, 02/28/2005; Ord. M-3643, 01/26/2004)

20.410.030 Uses.

A. *Types of uses.* For the purposes of this chapter, there are four kinds of use:

1. A permitted (P) use is one that is permitted outright, subject to all of the applicable provisions of this title.

2. A limited (L) use is permitted outright providing it is in compliance with special

requirements, exceptions or restrictions.

3. A conditional use (C) is a discretionary use reviewed through the process set forth in Chapters [20.245](#) and [20.210](#) VMC, governing conditional uses and decision-making procedures, respectively.

4. A prohibited use (X) is one that is not permitted in a zoning district under any circumstances.

B. *Use table.* A list of permitted, limited, conditional, and prohibited uses in low-density residential districts is presented in Table 20.410.030-1.

Table 20.410.030-1. Lower-Density Residential Districts Use Table

USE	R-2	R-4	R-6	R-9	R-17
RESIDENTIAL					
Household Living	P ¹	P ¹	P ¹	P ¹	P ¹
Group Living	P/X ¹	P/X ¹	P/X ¹	P/X ¹	P/X ¹
Home Occupation	L ²	L ²	L ²	L ²	L ²
Medical Center Residential	L ²³	L ²³	L ²³	L ²³	L ²³
<u>Short-Term Rental</u>	<u>L²⁶</u>	<u>L²⁶</u>	<u>L²⁶</u>	<u>L²⁶</u>	<u>L²⁶</u>
HOUSING TYPES					
Single Dwellings, Attached	L ¹⁸	L ¹⁸	L ¹⁸	L ¹⁸	L ¹⁸
Single Dwellings, Detached	P	P	P	P	P
Accessory Dwelling Units	L ⁴	L ⁴	L ⁴	L ⁴	L ⁴
Duplexes ²²	L ²¹	L ²¹	L ²¹	L ²¹	L ²⁴
Multi-Dwelling Units	X	X	X	X	L ²⁴
Existing Manufactured Home Developments	L ⁵	L ⁵	L ⁵	L ⁵	L ⁵
Designated Manufactured Homes	L/X ¹⁹	L/X ¹⁹	L/X ¹⁹	L/X ¹⁹	L/X ¹⁹

USE	R-2	R-4	R-6	R-9	R-17
New Manufactured Homes	L ²⁰	L ²⁰	L ²⁰	L ²⁰	L ²⁰
Cottage Cluster Housing	p ²⁵	p ²⁵	p ²⁵	p ²⁵	X
CIVIC (Institutional)					
Basic Utilities	C	C	C	C	C
Colleges	C	C	C	C	C
Community Centers	X	X	X	X	X
Community Recreation	C ⁶	C ⁶	C ⁶	C ⁶	C ⁶
Cultural Institutions	P/C ⁷	P/C ⁷	P/C ⁷	P/C ⁷	P/C ⁷
Day Care					
– Family Day Care Homes	p ⁸	p ⁸	p ⁸	p ⁸	p ⁸
– Child Care Centers	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹
– Adult Day Care	L/C/X ⁹	L/C/X ⁹	L/C/X ⁹	L/C/X ⁹	L/C/X ⁹
Emergency Services (except ambulance services)	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹
Ambulance Services	X	X	X	X	X
Medical Centers	X	X	X	X	X
Parks/Open Space					
– Neighborhood Parks	P	P	P	P	P
– Community Parks	P	P	P	P	P
– Regional Parks	C	C	C	C	C
– Trails	P	P	P	P	P
Postal Service	C	C	C	C	C
Religious Institutions	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹
Schools	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹

USE	R-2	R-4	R-6	R-9	R-17
Social/Fraternal Clubs	X	X	X	X	X
Transportation Facilities	C ¹²	C ¹²	C ¹²	C ¹²	C ¹²
COMMERCIAL					
Commercial and Transient Lodging	L/C/X ¹³	L/C/X ¹³	L/C/X ¹³	L/C/X ¹³	L/C/X ¹³
Eating/Drinking Establishments	X	X	X	X	X
Entertainment-Oriented					
– Adult Entertainment	X	X	X	X	X
– Indoor Entertainment	X	X	X	X	X
– Major Event Entertainment	X	X	X	X	X
General Retail					
– Sales-Oriented	C ¹⁴	C ¹⁴	C ¹⁴	C ¹⁴	C ¹⁴
– Personal Services	C ¹⁴	C ¹⁴	C ¹⁴	C ¹⁴	C ¹⁴
– Repair-Oriented	X	X	X	X	X
– Bulk Sales	X	X	X	X	X
– Outdoor Sales	X	X	X	X	X
Motor Vehicle Related					
– Motor Vehicle Sales/Rental	X	X	X	X	X
– Motor Vehicle Servicing/Repair	X	X	X	X	X
– Vehicle Fuel Sales	X	X	X	X	X
– EV Basic Charging Stations (accessory only)	P	P	P	P	P

USE	R-2	R-4	R-6	R-9	R-17
– EV Rapid Charging Stations (accessory only)	P	P	P	P	P
– EV Battery Exchange Stations	X	X	X	X	X
Offices					
– General	X	X	X	X	X
– Medical	X	X	X	X	X
– Extended	X	X	X	X	X
Nonaccessory Parking	X	X	X	X	X
Self-Service Storage	X	X	X	X	X
Marinas	C	C	C	C	C
INDUSTRIAL					
Industrial Services	X	X	X	X	X
Manufacturing and Production	X	X	X	X	X
Railroad Yards	X	X	X	X	X
Research and Development	X	X	X	X	X
Warehouses/Freight Movement	X	X	X	X	X
Wholesale Sales	X	X	X	X	X
Waste-Related	X	X	X	X	X
Major Utility Facilities	X	X	X	X	X
OTHER					
Agriculture/Horticulture	P	P	P	P	P
Airports/Airparks	X	X	X	X	X

USE	R-2	R-4	R-6	R-9	R-17
Animal Kennels/Shelters	X	X	X	X	X
Cemeteries	C ¹⁵	C ¹⁵	C ¹⁵	C ¹⁵	C ¹⁵
Detention and Post-Detention Facilities	X	X	X	X	X
Dog Day Care	X	X	X	X	X
Heliports	X	X	X	X	X
Recreational or Medical Marijuana Facilities	X	X	X	X	X
Medical Marijuana Cooperatives	X	X	X	X	X
Mining	X	X	X	X	X
Rail Lines/Utility Corridors	P	P	P	P	P
Temporary Uses	L ¹⁶	L ¹⁶	L ¹⁶	L ¹⁶	L ¹⁶
Wireless Communication Facilities	L/C/X ¹⁷	L/C/X ¹⁷	L/C/X ¹⁷	L/C/X ¹⁷	L/C/X ¹⁷

1 Residential care homes, state or federally approved, with six or fewer residents and any required on-site residential staff permitted by right; all larger group living uses prohibited.

2 Subject to the provisions of Chapter [20.860](#) VMC, Home Occupations.

3 *Reserved for future use.*

4 Subject to the provisions of Chapter [20.810](#) VMC, Accessory Dwelling Units.

5 Subject to the provisions of Chapter [20.880](#) VMC, Manufactured Home Parks. Manufactured home developments established prior to July 1, 2005, are exempt from the standards of VMC [20.410.050\(F\)](#), Criteria for Placement of Manufactured Homes, and may continue to exist and expand within existing previously approved boundaries. An existing manufactured home in a development or subdivision may be replaced or may be relocated either to an approved manufactured home development or an approved manufactured home subdivision.

6 Subject to provisions in VMC [20.895.040](#), Community Recreation and Related Facilities.

7 Libraries only permitted outright; all other cultural institutions are conditional uses.

- 8** Family day care homes for no more than 12 children are permitted when licensed by the state.
- 9** Adult day care facilities for six or fewer adults allowed as limited uses subject to compliance with the development standards governing home occupations, per VMC [20.860.020\(B\)\(1\)](#) through [\(B\)\(7\)](#); facilities with seven to 12 adults allowed as conditional uses; and larger facilities are prohibited.
- 10** *Repealed by M-4289.*
- 11** Schools, religious institutions, government buildings, fire stations, child care centers, and emergency services facilities that meet all of the criteria contained in VMC [20.410.050\(D\)](#) are permitted by right; all others require conditional use approval. Child care centers permitted by right shall be consistent with Chapter [20.840](#) VMC, Child Care Centers, and be subject to Type II review pursuant to VMC [20.210.050](#).
- 12** Except bus, trolley and streetcar stops, including bus shelters, which are allowed by right.
- 13** One- and two-bedroom bed-and-breakfast facilities are permitted outright and three- to six-bedroom bed-and-breakfast facilities are allowed as conditional uses, with all bed-and-breakfast facilities subject to provisions of Chapter [20.830](#) VMC, Bed and Breakfast Establishments. No more than six bedrooms are allowed under any circumstances. All other commercial lodging is prohibited.
- 14** Retail commercial uses limited to 1,500 gsf per use to a maximum of 5,000 square feet in planned developments of 150 units or more. See VMC [20.260.020\(B\)\(1\)\(b\)\(2\)](#).
- 15** Subject to provisions in VMC [20.895.030](#).
- 16** Subject to provisions in Chapter [20.885](#) VMC, except sales of fireworks which are prohibited in residential zones.
- 17** Building-mounted antennas are allowed by conditional use on nonresidential buildings in single-family residential zones subject to requirements contained in Chapter [20.890](#) VMC, Wireless Communication Facilities.
- 18** Subject to VMC [20.260.020\(B\)\(1\)\(a\)\(2\)](#), planned development, VMC [20.910.050](#), Zero Lot Line Developments, and Chapter [20.920](#) VMC, Infill Development Standards.
- 19** A “designated manufactured home” is exempt from the development standards of VMC [20.410.050\(F\)](#) and may continue to exist and expand. An existing unit may be replaced or may be relocated either to an approved manufactured home development or an approved manufactured home subdivision. After July 1, 2005, only “new manufactured homes” that also meet the “designated manufactured home” criteria will be permitted on individual lots not part of an existing approved manufactured home development or manufactured home subdivision, except that a new manufactured home placed on an individual lot after July 1, 2005, may be relocated as permitted by this title if within five years of the date of the original placement.
- 20** Subject to VMC [20.410.050\(F\)](#), Development Standards – Criteria for Placement of Manufactured Homes.
- 21** Subject to Chapter [20.920](#) VMC, Infill Development Standards.
- 22** Existing duplexes built on lots meeting the minimum infill lot size standards of Table [20.920.060-1](#) shall be

considered conforming uses even if not part of an infill development.

23 Medical center residential uses, as defined in VMC [20.160.020](#), are permitted outright if approved through a public facilities master plan per VMC [20.680.040](#).

24 Two-family dwellings (duplexes), three-family, or four-family dwellings are permitted subject to density and development standards of the R-17 district.

25 Pursuant to Chapter [20.950](#) VMC, Cottage Cluster Housing.

26 Subject to the provisions in Chapter 20.835 VMC, Short-Term Rentals

20.420.030 Uses.

A. *Types of uses.* For the purposes of this chapter, there are four kinds of use:

1. A permitted (P) use is one that is permitted outright, subject to all of the applicable provisions of this title.
2. A limited (L) use is permitted outright providing it is in compliance with special requirements, exceptions or restrictions.
3. A conditional use (C) is a discretionary use reviewed through the process set forth in Chapters [20.245](#) and [20.210](#) VMC, governing conditional uses and decision-making procedures, respectively.
4. A prohibited use (X) is one that is not permitted in a zoning district under any circumstances.

B. *Use table.* A list of permitted, limited, conditional, and prohibited uses in higher-density residential zones is presented in Table 20.420.030-1.

Table 20.420.030-1. Higher-Density Districts Use Table

USE	R-18	R-22	R-30	R-35	R-50
RESIDENTIAL					
Household Living	P	P	P	P	P
Group Living	P	P	P	P	P
Home Occupations	L ³	L ³	L ³	L ³	L ³

USE	R-18	R-22	R-30	R-35	R-50
Short-term rentals	L ²⁶	L ²⁶	L ²⁶	L ²⁶	L ²⁶
HOUSING TYPES					
Single Dwelling Units, Attached	p ^{4, 25}	p ^{4, 25}	p ^{4, 25}	X	X
Single Dwelling Units, Detached	p ^{4, 25}	p ^{4, 25}	p ^{4, 25}	X ⁵	X ⁵
Accessory Dwelling Units	p ¹	p ¹	p ¹	p ¹	p ^{1, 24}
Duplexes	p ⁴	p ⁴	p ⁴	p ⁴	p ⁴
Multi-Dwelling Units	p ⁴	p ⁴	p ⁴	p ⁴	p ⁴
Manufactured Home Developments	L ⁷	L ⁷ /X	L ⁷ /X	L ⁷ /X	L ⁷ /X
Designated Manufactured Homes	L/X ²³	X	X	X	X
New Manufactured Homes	L ²³	X	X	X	X
CIVIC (Institutional)					
Basic Utilities	C	C	C	C	C
Colleges	C	C	C	C	C
Community Centers	C	C	C	C	C
Community Recreation	C ⁸	C ⁸	C ⁸	C ⁸	C ⁸
Cultural Institutions	P/C ⁹	P/C ⁹	P/C ⁹	P	P
Day Care					
- Family Day Care Homes	P/C ¹⁰	P/C ¹⁰	P/C ¹⁰	P/C ¹⁰	P/C ¹⁰
- Child Care Centers	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴
- Adult Day Care	P/C ¹¹	P/C ¹¹	P/C ¹¹	P/C ¹¹	P/C ¹¹
Emergency Services	C ¹²	C ¹²	C ¹²	C ¹²	C ¹²

USE	R-18	R-22	R-30	R-35	R-50
(except ambulance services)					
Medical Centers	C	C	C	C	C
Parks/Open Space					
- Neighborhood Parks	P	P	P	P	P
- Community Parks	P	P	P	P	P
- Regional Parks	C	P	P	P	P
- Trails	P	P	P	P	P
Postal Service	C	C	C	C	C
Religious Institutions	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴
Schools	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴
Social/Fraternal Clubs	C ⁶	C ⁶	C ⁶	C ⁶	C ⁶
Transportation Facilities	P/C ¹⁵	P/C ¹⁵	P/C ¹⁵	P/C ¹⁵	P/C ¹⁵
COMMERCIAL					
Commercial and Transient Lodging	L/X ¹⁶	L/X ¹⁶	L/X ¹⁶	L/X ¹⁶	L/X ¹⁶
Eating/Drinking Establishments	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X
Entertainment-Oriented					
- Adult Entertainment	X	X	X	X	X
- Indoor Entertainment	X	X	X	X	X
- Major Event Entertainment	X	X	X	X	X
General Retail					
- Sales-Oriented	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X
- Personal Services	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X

USE	R-18	R-22	R-30	R-35	R-50
- Repair-Oriented	X	X	X	X	X
- Bulk Sales	X	X	X	X	X
- Outdoor Sales	X	X	X	X	X
Motor Vehicle Related					
- Motor Vehicle Sales/Rental	X	X	X	X	X
- Motor Vehicle Servicing/Repair	X	X	X	X	X
- Vehicle Fuel Sales	X	X	X	X	X
- EV Basic Charging Stations (accessory only)	P	P	P	P	P
- EV Rapid Charging Stations (accessory only)	P	P	P	P	P
- EV Battery Exchange Stations	X	X	X	X	X
Offices					
- General	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X
- Medical	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X
- Extended	X	X	X	X	X
Self-Service Storage	X	X	X	X	X
Nonaccessory Parking	X	X	X	X	X
INDUSTRIAL					
Industrial Services	X	X	X	X	X
Manufacturing and Production	X	X	X	X	X
Railroad Yards	X	X	X	X	X

USE	R-18	R-22	R-30	R-35	R-50
Research and Development	X	X	X	X	X
Warehouses/Freight Movement	X	X	X	X	X
Wholesale Sales	X	X	X	X	X
Waste-Related	X	X	X	X	X
Major Utility Facilities	X	X	X	X	X
OTHER					
Agriculture/Horticulture	P	P	P	P	P
Airports/Airparks	X	X	X	X	X
Animal Kennels/Shelters	X	X	X	X	X
Cemeteries	C ¹⁸	C ¹⁸	C ¹⁸	C ¹⁸	C ¹⁸
Detention & Post Detention Facilities	X	X	X	X	X
Dog Day Care	C ¹⁹	C ¹⁹	C ¹⁹	C ¹⁹	C ¹⁹
Heliports	X ²⁰	X ²⁰	X ²⁰	X ²⁰	X ²⁰
Recreational or Medical Marijuana Facilities	X	X	X	X	X
Medical Marijuana Cooperatives	X	X	X	X	X
Mining	X	X	X	X	X
Rail Lines/Utility Corridors	C	C	C	C	C
Basic Utilities	P	P	P	P	P
Temporary Uses	L ²¹	L ²¹	L ²¹	L ²¹	L ²¹
Wireless Communication Facilities	L/C/X ²²	L/C/X ²²	L/C/X ²²	L/C/X ²²	L/C/X ²²

- 1** Subject to the provisions of Chapter [20.810](#) VMC, Accessory Dwelling Units.
- 2** *The language for this footnote has been deleted.*
- 3** Subject to the provisions of Chapter [20.860](#) VMC, Home Occupations.
- 4** Provided the minimum required residential density is met, on an overall project basis.
- 5** Single-family dwelling units legally established prior to March 11, 2004, shall be considered permitted uses.
- 6** Subject to the provisions of VMC [20.895.040](#), Community Recreation and Related Facilities.
- 7** Subject to the provisions of Chapter [20.880](#) VMC, Manufactured Home Parks. Manufactured home developments established prior to July 1, 2005, are exempt from the standards of VMC [20.420.050\(G\)](#), Criteria for Placement of Manufactured Homes, and may continue to exist and expand within existing previously approved boundaries. An existing manufactured home in a development or subdivision may be replaced or may be relocated either to an approved manufactured home development or an approved manufactured home subdivision. Manufactured home developments in the R-22, R-30, R-35 zones are allowed as a limited use (L) only as part of a Chapter [20.260](#) VMC planned development that meets overall minimum density standards for the applicable zone.
- 8** Subject to the additional provisions in VMC [20.895.040](#).
- 9** Libraries permitted only; all other cultural institutions are conditional uses.
- 10** Family day care homes for no more than 12 children are permitted when licensed by the state. Child care centers are permitted as conditional uses, subject to the provisions of Chapter [20.840](#) VMC, Child Care Centers, unless part of a planned development, in which case they are approved subject to Chapter [20.260](#) VMC. All child care facilities must be licensed by the state.
- 11** Adult day care facilities with 12 or fewer clients are permitted outright; larger facilities are permitted as conditional uses.
- 12** *The language for this footnote has been deleted.*
- 13** *Repealed by M-4289.*
- 14** Schools, child care centers, and religious institutions that meet all of the locational criteria contained in VMC [20.420.050\(F\)](#) are permitted by right; all others require conditional use approval. Child care centers permitted by right shall be consistent with Chapter [20.840](#) VMC, Child Care Centers, and be subject to Type II review pursuant to VMC [20.210.050](#).
- 15** Except bus, trolley and streetcar stops, including bus shelters, which are allowed by right.
- 16** Bed-and-breakfast establishments as limited uses subject to provisions of Chapter [20.830](#) VMC, Bed and Breakfast Establishments; all other commercial and transient lodging prohibited.
- 17** New commercial uses allowed as limited uses subject to special development restrictions in VMC [20.420.060](#). Existing commercial uses permitted if legally established prior to code effective date. However,

alterations and expansions shall be subject to Chapter [20.245](#) VMC, Conditional Use Permits.

18 Subject to the provisions in VMC [20.895.030](#).

19 Subject to the provisions of Chapter [20.850](#) VMC, Dog Day Care.

20 Except as an accessory to a medical center.

21 Subject to provisions of Chapter [20.885](#) VMC, except sale of fireworks prohibited in residential zones.

22 Subject to the provisions of Chapter [20.890](#) VMC, Wireless Communication Facilities.

23 A “designated manufactured home” is exempt from the development standards of VMC [20.420.050\(G\)](#) and may continue to exist and expand. An existing unit may be replaced or may be relocated either to an approved manufactured home development or an approved manufactured home subdivision. After July 1, 2005, only “new manufactured homes” that also meet the “designated manufactured home” criteria will be permitted on individual lots not part of an existing approved manufacturing home development or manufactured home subdivision, except that a new manufactured home placed on an individual lot after July 1, 2005, may be relocated as permitted by this title if within five years of the date of the original placement.

24 Permitted only as existing nonconforming uses.

25 Subject to provisions in Chapter [20.410](#) VMC applying to the R-17 zoning district.

26 Subject to the provisions in Chapter [20.835](#) Short-Term Rentals

20.430.030 Uses.

A. *Types of uses.* For the purposes of this chapter, there are four kinds of use:

1. A permitted (P) use is one that is permitted outright, subject to all of the applicable provisions of this title.
2. A limited (L) use is permitted outright providing it is in compliance with special requirements, exceptions or restrictions.
3. A conditional use (C) is a discretionary use reviewed through the process set forth in Chapters [20.245](#) and [20.210](#) VMC, governing conditional uses and decision-making procedures, respectively.
4. A prohibited use (X) is one that is not permitted in a zoning district under any circumstances.

B. *Use table.* A list of permitted, limited, conditional, and prohibited uses in the commercial and mixed use zones is presented in Table 20.430.030-1.

Table 20.430.030-1. Commercial and Mixed-Use Districts Use Table

USE	CN	CC	CG	CX	WX	CPX ¹	MX ²	RGX ⁴⁴	HX ⁵¹
RESIDENTIAL									
Household Living	L ⁴	L ^{4,8}	L ^{4,8}	L ^{42,8}	L ^{5,8}		P ^{6,8}	P ⁸	P ⁸
Group Living	P/C ⁷	P/C ⁷	P/C ⁷	P/C ⁷	P/C ⁷		P ⁶	P	P
Home Occupation	L ¹⁰	L ¹⁰	L ¹⁰	L ¹⁰	L ¹⁰		L ¹⁰	L ¹⁰	L ¹⁰
<u>Short-Term Rentals</u>	<u>L⁵⁵</u>	<u>L⁵⁵</u>	<u>L⁵⁵</u>	<u>L⁵⁵</u>	<u>L⁵⁵</u>		<u>L⁵⁵</u>	<u>L⁵⁵</u>	<u>L⁵⁵</u>
HOUSING TYPES									
Single Dwelling Units, Attached	L ⁴	L ⁴	L ⁴	L ⁴²	L ⁴		P ⁶	P	L ⁴
Single Dwelling Units, Detached	X	X	X	X	X		P ⁶	P	X
Accessory Dwelling Units	X	X	X	X	X		P ⁶	P	P
Duplexes	L ⁴	L ⁴	L ⁴	L ⁴²	L ⁴		P ⁶	P	X
Multi-Dwelling Units	L ⁴	L ⁴	L ⁴	L ⁴²	L ⁴		P ⁶	P	L ⁴
Existing Manufactured Home Development	X	X	X	X	X		X	X	X
Designated Manufactured Home	X	X	X	X	X		X	X	X
New Manufactured Home	X	X	X	X	X		X	X	X
Affordable Housing Projects	X	L ⁸	L ⁸	L ⁸	L ⁸	L ⁸	L ⁸	L ⁸	P
CIVIC (Institutional)									
Basic Utilities	C	C	C	P	C		C	C	C
Colleges	X	C	C	P	C		P	P	P

USE	CN	CC	CG	CX	WX	CPX ¹	MX ²	RGX ⁴⁴	HX ⁵¹
Community Centers	X	C	C	C	C		C	C	C
Community Recreation	X	L ¹¹	L ¹¹	L ¹¹	L ¹¹		L ¹¹	L ¹¹	L ¹¹
Cultural Institutions	L ¹⁹	P	P	P	P		P	P	P
Day Care									
- Family Day Care Home	P/L ¹³	P/L ¹³	P/L ¹³	P/L ¹³	P/L ¹³		P/L ¹³	P/L ¹³	P/L ¹³
- Child Care Center	L ¹³	L ¹³	L ¹³	L ¹³	L ¹³		P/L ¹³	P/L ¹³	P/L ¹³
- Adult Day Care	P/C ¹⁴	P	P	P	P		P	P	P
Emergency Services	X	C	P	P	C		P	P	P
Medical Centers	X	C	C	P	C		C	P	C
Parks/Open Space									
- Neighborhood Parks	P	P	P	P	P		P	P	P
- Community Parks	P	P	P	P	P		P	P	P
- Regional Parks	X	P	P	P	P		P	P	P
- Trails	P	P	P	P	P		P	P	P
Postal Service	L ¹⁹	P	P	P	P		P	P	P
Religious Institutions	X	P	P	P	C		P	P	P
Schools (not truck driving schools)	C	P	P	P	P		P	P	P
Social/Fraternal Clubs	C	L ¹¹	L ¹¹	L ¹¹	L ¹¹		L ¹¹	L ¹¹	L ¹¹
Transportation Facility	P	P	P	P	P		P	P	P
Park & Ride Facilities									
- Surface	X	L ⁴⁸	L ⁴⁸	X	X	X	X	X	X
- Structure	X	L ⁴⁸	L ⁴⁸	L ⁴⁸	L ⁴⁸	L ⁴⁸	L ⁴⁸	X	L ⁴⁸

USE	CN	CC	CG	CX	WX	CPX ¹	MX ²	RGX ⁴⁴	HX ⁵¹
COMMERCIAL									
Commercial and Transient Lodging	X	C	P	P	L ¹⁸ /C		L ¹⁸ /C	P	L ¹⁸ /C
Eating/Drinking Establishments	L ^{19/20}	P	P	P	P		P	P	P
Entertainment-Oriented									
- Adult Entertainment	X	X	L ²³	X	X		X	X	X
- Indoor Entertainment	X	P/L ²⁴	P/L ²⁴	P/L ²⁴	P/L ²⁴		P/L ²⁴	P/L ²⁴	P/L ²⁴
- Major Event Entertainment	X	X	P	P	C		C	X	C
General Retail									
- Sales-Oriented	L ¹⁹	P	P	P ²⁵	P		P	P ^{25, 46}	P
- Personal Services	L ¹⁹	P	P	P	P		P	P	P
- Repair-Oriented	X	P	P	P	X		P	P	P
- Bulk Sales	X	P	P	P	X		P	C/P ⁵³	P
- Outdoor Sales	X	C	P/L ²⁶	P/L ²⁶	X		P/L ²⁶	X	P/L ²⁶
Artisan and Specialty Goods Production	X	L ⁴⁰	L ⁴⁰	L ⁴⁰	X		X	X	L ^{40,52}
Motor Vehicle Related									
- Motor Vehicle Sales/Rental	X	L ²⁷	P	P	X		C ²⁷	X, L ⁴⁵	X
- Motor Vehicle Servicing/Repair (entirely indoors)	X	L ²⁸	L ²⁸	L ²⁸	X		C ²⁸	X	X
- Vehicle Fuel Sales	X	L ²⁸	L ²⁸	L ²⁸	C		C ²⁸	X	X

USE	CN	CC	CG	CX	WX	CPX ¹	MX ²	RGX ⁴⁴	HX ⁵¹
- EV Basic Charging Stations (accessory and standalone)	P	P	P	P	P		P	P	P
- EV Rapid Charging Stations (accessory and standalone)	P	P	P	P	P		P	P	P
-EV Battery Exchange Stations	X	P	P	P	X		X	P	X
Office									
- General	L ¹⁹	P	P	P	P		P	P	P
- Medical	L ¹⁹	P	P	P	P		P	P	P
- Extended	X	P	P	P	X		X	P	X
Marina (See also Chapter 20.760 VMC)	X	P	P	P	P		P	X	P
Non-Accessory Parking	X	C	C	C ⁴³	C		C	C ⁴³	X
Self-Service Storage	X	P ^{3, 50}	P ⁵⁰	X	X		X	X	X
INDUSTRIAL									
Industrial Services	X	C	C	X	X		X	C/P ⁵⁴	X
Manufacturing and Production	X	C/X ³⁰	P/X ³¹	P/X ⁴¹	X		C/X ³²	P ⁴¹	C/X ³²
Railroad Yards	X	X	X	X	X	X	X	X	X
Research and Development	X	X	P	C	C		C	P	C
Warehouse/Freight Movement	X	X	X	X	X		X	X	X
Waste-Related	X	X	P ⁴⁷	X	X		X	X	X
Wholesale Sales	X	X	C	C	X		X	X	X

USE	CN	CC	CG	CX	WX	CPX ¹	MX ²	RGX ⁴⁴	HX ⁵¹
Major Utility Facilities	X	X	X	X	X		X	X	X
OTHER									
Agriculture/Horticulture	X	X	X	X	X		X	X	X
Airport/Airpark	X	X	X	X	X		X	X	X
Animal Kennel/Shelters	X	L ³³	L ³³	X	X		X	X	X
Cemeteries	X	C ³⁴	P ³⁴	C ³⁴	X		C ³⁴	X	C ³⁴
Detention & Post Detention Facilities	X	X	C/X ³⁵	C/X ³⁵	X		X	X	X
Dog Day Care	L ³⁶	L ³⁶	L ³⁶	L ³⁶	L ³⁶		L ³⁶	L ³⁶	L ³⁶
Heliports	X	X	X	C ³⁷	C ³⁷		C ³⁷	C ³⁷	C ³⁷
Medical Marijuana Cooperatives	X	X	X	X	X		X	X	X
Recreational Marijuana, Production or Processing	X	X	X	X	X		X	X	X
Recreational Marijuana Retail	X	L ⁴⁹	L ⁴⁹	X	X		X	X	L ⁴⁹
Mining	X	X	X	X	X		X	C	X
Rail Lines/Utility Corridors	C	P	P	P	C		C	P	C
Temporary Uses	L ²⁶	L ²⁶	L ²⁶	L ²⁶	L ²⁶		L ²⁶	L ²⁶	L ²⁶
Wireless Communication Facilities	X	L/C/X ³⁹	L/C/X ³⁹	L/C/X ³⁹	L/C/X ³⁹		L/C/X ³⁹	L/C/X ³⁹	L/C/X ³⁹

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\(C\)\(10\)](#).

- 41** Printing, 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.
- 42** Ground floor residential is allowed within the CX zone with the exception of properties fronting Main Street between Sixth Street and Mill Plain.
- 43** Parking structures are permitted outright.
- 44** Allowed subject to provisions of Riverview Gateway Plan District Standards, Chapter [20.680](#) VMC, and associated Master Plan adopted for the area of proposed development.
- 45** Motor vehicle rental permitted where ancillary to another use.
- 46** Retail 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.
- 47** Neighborhood 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.
- 48** See VMC [20.430.040\(E\)](#), Park and Ride Facility Development Standards.
- 49** Subject to Chapter [20.884](#) VMC.
- 50** Subject to requirements and standards within the Miscellaneous Special Use Standards for Self-Service Storage, pursuant to VMC [20.895.100](#).
- 51** Allowed subject to the provisions of the Heights District Plan standards, Chapter [20.670](#) VMC.
- 52** Permitted in the HX Plan district where commercial uses are permitted.
- 53** Bulk 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.
- 54** Building, 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).
- 55** Subject to the provisions in Chapter 20.835 Short-Term Rentals

20.440.030 Uses.

A. *Types of uses.* For the purposes of this chapter, there are four kinds of use:

1. A permitted (P) use is one that is permitted outright, subject to all of the applicable provisions of this title.
2. A limited (L) use is permitted outright providing it is in compliance with special requirements, exceptions or restrictions.
3. A conditional use (C) is a discretionary use reviewed through the process set forth in Chapters [20.245](#) and [20.210](#) VMC, governing conditional uses and decision-making procedures, respectively.
4. A prohibited use (X) is one that is not permitted in a zoning district under any circumstances.
5. Uses may also be subject to restrictions and standards set forth in the Water Resource Protection Ordinance (VMC Title [14](#)).

B. *Use table.* A list of permitted, limited, conditional, and prohibited uses in the industrial zoning districts is shown in Table 20.440.030-1.

Table 20.440.030-1. Industrial Zoning Districts Use Table

USE	OCI ²⁰	IL ¹	IH	ECX ²⁷
RESIDENTIAL				
Household Living	L ²	L ²	L ²	L ²⁸
Group Living	P ²¹ /X	X	X	P ²¹ /X
Home Occupation	L ³	L ³	L ³	L ³
<u>Short-Term Rentals</u>	<u>L³⁷</u>	<u>X</u>	<u>X</u>	<u>L³⁷</u>
HOUSING TYPES				
Single Dwelling, Attached	L ²	X	X	L ²⁸
Single Dwelling, Detached	X	X	X	X
Accessory Dwelling Units	X	X	X	X
Duplexes	L ²	X	X	L ²⁸

USE	OCI ²⁰	IL ¹	IH	ECX ²⁷
Multi-Dwelling Units	L ²	X	X	L ²⁸
Existing Manufactured Home Developments	X	X	X	X
Designated Manufactured	X	X	X	X
New Manufactured Homes	X	X	X	X
CIVIC (Institutional)				
Basic Utilities	P	P	P	P
Colleges	X	X	X	C
Community Centers	P	X	P	P
Community Recreation	L ²⁴	P	X	L ²⁴
Cultural Institutions	X	P	X	P
Day Care				
- Child Care Center	L ⁴	L ⁴	X	L ⁴
- Adult Day Care	P	P	X	P
Emergency Services (except ambulance services)	P	P	P	P
Medical Centers	C	X	X	P
Parks/Open Space				
- Neighborhood Parks	P	P	P	P
- Community Parks	P	P	P	P
- Regional Parks	C	C	C	C
- Trails	P	P	P	P
Postal Service	X	P	P	X
Religious Institutions	X	X	X	X

USE	OCI ²⁰	IL ¹	IH	ECX ²⁷
Schools	X	X	X	X
Social/Fraternal Clubs	X	X	X	X
Transportation Facility	P/X ²⁶	P	P	P/X ²⁶
Park and Ride Facilities				
Surface	X	L ³¹	L ³¹	X
Structure	L ³¹	L ³¹	L ³¹	L ³¹
COMMERCIAL				
Commercial and Transient Lodging	X	X	X	P
Eating/Drinking Establishments	L	L ⁵	L ⁵	L ⁶
Entertainment-Oriented				
- Adult Entertainment	X	L ⁷	L ⁷	X
- Indoor Entertainment	X	X	X	X
- Major Event Entertainment	X	X	X	X
Artisan Small Scale Manufacturing	X	X	X	P
General Retail				
- Sales-Oriented	L	L ⁶	L/C ⁶	L ⁶
- Personal Services	L	L ⁶	X	L ⁶
- Repair-Oriented	L	L ⁶	X	L ⁶
- Bulk Sales	X	X	X	X
- Outdoor Sales	X	X	P	X
Motor Vehicle Related				
- Motor Vehicle Sales/Rental	X	X	X	X

USE	OCI ²⁰	IL ¹	IH	ECX ²⁷
- Motor Vehicle Servicing/Repair	X	L ⁸	L ⁸	X
- Vehicle Fuel Sales	X	X	L ⁸	L ^{8, 29}
- EV Basic Charging Stations (accessory and stand-alone)	P	P	P	P
- EV Rapid Charging Stations (accessory and stand-alone)	P	P	P	P
- EV Battery Exchange Stations	P	P	X	P
Office				
- General	P	P	L/C ⁹	P
- Medical	P	P	X	P
- Extended	P	P	X	P
Marina (See also Chapter 20.760 VMC)	X	C	X	X
Nonaccessory Parking	C ¹⁰	L ¹⁰ /X	X	L ³⁰
Self-Service Storage	P ³⁵	P ³⁵	X	X
INDUSTRIAL				
Industrial Services	P	P	P	P
Manufacturing and Production	P	P ¹¹	P ¹¹	P
Railroad Yards	X	X	P	X
Bulk Crude Oil Storage and Handling Facilities	X ³⁴	X ³⁴	X ³⁴	X ³⁴
Petroleum/Oil Refineries	X	X	X	X
Research and Development	P	P	C	P
Warehouse/Freight Movement	X	L ¹²	P	X
Waste-Related	X	X	P ²² /X	X

USE	OCI ²⁰	IL ¹	IH	ECX ²⁷
Wholesale Sales	P	L ¹²	X	X
Major Utility Facilities	X	X/P ³²	L ³³	X
OTHER				
Agriculture/Horticulture	X	P	P	X
Airport/Airpark	X	L ¹⁹	P	X
Animal Kennel/Shelters	X	L ¹⁷	L ¹⁷	X
Cemeteries	X	X	C	X
Detention and Post Detention Facilities	X	C/X ¹³	C ¹⁴	X
Dog Day Care	L ¹⁵	L ¹⁵	L ¹⁵	L ¹⁵
Heliports	C	C	C	C
Medical Marijuana Cooperatives	X	X	X	X
Recreational Marijuana Retail	X	X	X	X
Recreational Marijuana Growing or Processing	X	L ³⁶	L ³⁶	X
Mining	C ¹⁸	C ¹⁸	C ¹⁸	C ¹⁸
Rail Lines/Utility Corridors	P/X ²³	P	P	P/X ²³
Wireless Communication Facilities	L ¹⁶	L ¹⁶	L ¹⁶	L ¹⁶

1 Due to the unique character and combination of uses in the Columbia Business Center area, uses existing prior to March 11, 2004, on parcels zoned IL in the Columbia Business Center may be altered, expanded or replaced regardless of use limitations in Table 20.440.030-1.

2 In the OCI zone, multifamily housing allowed above ground floor only as specified by VMC [20.430.060\(B\)\(2\)](#). In all industrial zones, one caretaker residence permitted per use.

3 Subject to the conditions in Chapter [20.860](#) VMC, Home Occupations.

- 4** Child care centers allowed as a Limited (L) use, subject to a Type II procedure. Child care centers are permitted in order to provide service for those employees working in the IL district, subject to provisions in Chapter [20.840](#) VMC, Child Care Centers.
- 5** If within an industrial building, these uses shall consume no more than 10 percent of the building's total gross square footage. If freestanding, they shall be considered together with the rest of the project and shall consume no more than 10 percent of the site's total gross square footage.
- 6** These limited uses, separately or in combination, may not exceed 20 percent of the entire building square footage within a development complex. No retail uses shall exceed 40,000 gross square feet (gsf) per building or business; retail uses greater than 40,000 gsf but less than 60,000 gsf require conditional use review.
- 7** Subject to provisions in Chapter [20.820](#) VMC, Adult Entertainment.
- 8** Subject to provisions in VMC [20.895.070](#), Motor Vehicle Fuel Sales and Repair.
- 9** Offices not accessory to a permitted use may not exceed 40,000 gsf; offices greater than 40,000 gsf but less than 60,000 gsf require conditional use review.
- 10** In the OCI zone, nonaccessory surface parking is conditionally permitted on brownfields where subsurface environmental constraints effectively preclude other uses, provided such development complies with applicable local, state and federal environmental standards. In the IL zone, nonaccessory surface parking is permitted, and nonaccessory structured parking is prohibited. In the ECX zone, nonaccessory structural parking only shall be permitted.
- 11** Electroplating and related uses not permitted.
- 12** Permitted as limited use provided all activities, except outdoor storage of materials, are wholly contained within building(s).
- 13** Secure Community Transition Facilities as per Chapter [20.150](#) VMC are prohibited.
- 14** In addition to other detention and post-detention facilities, Secure Community Transition Facilities are allowed by conditional use permit, subject to criteria set forth in VMC [20.855.020\(B\)\(6\)\(a\)](#).
- 15** Subject to provisions in Chapter [20.850](#) VMC, Dog Day Care.
- 16** Subject to requirements in Chapter [20.890](#) VMC, Wireless Telecommunications Facilities.
- 17** Subject to provisions in VMC [20.895.020](#), Kennels/Shelters.
- 18** Surface mining is only allowed by conditional use on sites of 20 acres or larger which are adjacent to existing mining operations. Reclamation activity for existing mining operations approved by the Washington State Department of Natural Resources is a permitted use in any nonresidential zoning district.
- 19** Allow airport/airpark related activities such as hangars, air cargo, and warehousing, pilot schools, aircraft sales and repairs, aviation clubs, and museum in the Light Industrial District (IL). New airports/airparks are prohibited.

20 All uses locating the OCI zone shall comply with the special use limitations of VMC [20.440.040\(C\)](#) and [20.440.050\(A\)](#). Development agreements in existence on the effective date of the ordinance codified in this section shall control the uses and development standards of the affected properties. In order to protect the investments made in reliance upon such agreements, improvements made or site plans approved consistent with these agreements shall not be deemed nonconforming.

21 Existing legally established group living uses are permitted. New group living is prohibited.

22 Ten-day hazardous waste handling and transfer facilities, excluding facilities handling radioactive or high explosive materials, are allowed, provided such facilities: (a) do not repackage waste (except as necessary to address damaged or improper packaging); (b) are located at least 200 feet from any residential zoning district; and (c) do not store hazardous wastes (except for "universal wastes," as that term is defined in Code of Federal Regulations, Title [40](#), Part 273) for more than 10 days.

23 Prohibited within 200 feet of a residential zone.

24 Subject to provisions of VMC [20.895.040](#), Community Recreation and Related Facilities.

25 The language for this footnote has been deleted.

26 Transportation facilities are permitted except for large or land-intensive facilities such as water taxi and ferry stations.

27 All uses locating in the ECX zone shall comply with Chapter [20.690](#) VMC, Section 30 Employment Center Plan District. Development agreements in existence on the effective date of this ordinance shall control the uses and development standards of the affected properties, unless property owners choose differently as provided under VMC [20.690.030](#). In order to protect the investments made in reliance upon such agreements, improvements made or site plans approved consistent with these agreements shall not be deemed nonconforming.

28 In the ECX zone, multi-family housing is allowed above ground floor only; and one caretaker residence permitted per use.

29 Vehicle fuel sales is limited to one operation within the Section 30 Plan District

30 The language for this footnote has been deleted.

31 See VMC [20.430.040\(E\)](#), Park and Ride Facility Development Standards.

32 Major Utility Facilities are prohibited with the exception that sewer treatment plants and lagoons are allowed outright.

33 Biomass and coal energy generating plants are prohibited on Heavy Industrial zoned properties within the Vancouver City Center Subarea and Hough Neighborhood Association boundaries located west of Lincoln Street and east of the Burlington Northern Santa Fe Railroad tracks.

34 Existing bulk crude oil storage facilities including vested projects as of July 18, 2016, are prohibited to expand the amount of crude oil storage.

35 Subject to requirements and standards within the Miscellaneous Special Use Standards for Self-Service Storage, pursuant to VMC [20.895.100](#).

36 Subject to compliance with Chapter [20.884](#) VMC, Marijuana Businesses.

37 Subject to the provisions contained in Chapter 20.835 VMC, Short Term Rentals

Chapter 20.835 SHORT-TERM RENTALS

20.835.010 Purpose

This chapter provides the requirements and standards under which residential dwelling units may be used for short-term rental use for stays fewer than thirty consecutive days. The regulations are intended to allow for a more efficient use of certain types of residential structures, while keeping them primarily in residential use and retaining neighborhood character. The regulations also provide an alternative form of lodging for visitors who prefer a residential setting.

20.835.020 Applicability

A Short-Term Rental, as defined in RCW 64.37.010(9), shall be a limited use in certain zoning districts within legally established dwelling units.

20.835.030 Licenses Required & Permit Approval

Short-Term Rental use is a business that requires the operator to register with the Washington State Department of Revenue and obtain a City of Vancouver business license.

Short-Term Rental operations are regulated through a Short-Term Rental permit application, subject to the development standards listed below. Short-Term Rental permits are non-transferable business operation permits and do not run with the land. Short-Term Rental permits automatically expire when property ownership changes.

20.835.040 Standards

The following standards are required for the operation of a Short-Term Rental. Failure to comply with any or all the following development standards will result in the revocation of a Short-Term Rental permit.

- A. Regulations.* A Short-Term Rental must meet all applicable state and local health, safety and building code regulations such as fire and smoke protections, egress and accessibility, and structural design, as well as applicable provisions of the Washington Administrative Code (WAC) and the Revised Code of Washington (RCW).
- B. Off-Site Impacts.* A Short-Term Rental must not generate measurable levels at the property line of dust, smoke, odor, glare, or noise beyond those associated with a residential use. The Short-Term Rental must not generate solid waste in volume or type not normally associated with a residential use.
- C. Limitations.*
 1. Short-Term Rentals are only permitted within a legally established dwelling unit. Short Term Rentals may not be operated outdoors, in an accessory structure, in a recreational vehicle, or in any other non-residential structure.
 2. Short-Term Rentals are not permitted in any dwelling unit or building that has received approval under the City's Multi-Family Tax Exemption (MFTE) program ([Chapter 3.22 VMC, as now existing or hereafter amended](#)). This

limitation does not apply after the MFTE program exemption period has ended.

3. To limit the impact of Short-Term Rentals on the available long-term housing supply, the City may issue no more than 800 active Short-Term Rental permits at any given time. Permits will be approved on a first-come, first-served basis.

D. Liability Insurance. Short-Term Rental operators must have current, valid liability insurance coverage for any Short-Term Rental unit that complies with the requirements of RCW 64.37.050, as now existing or hereafter amended.

E. Notification. Prior to the City application process for a Short-Term Rental permit, the property owner must provide a courtesy notice regarding the Short-Term Rental to all property owners abutting or adjacent to the proposed Short-Term Rental location. This notification must include a description of the operation, number of bedrooms to be rented to overnight guests, and contact information for the owner or operator by phone.

20.835.050 Submission Requirements

A. Application – Fees. The Short-Term Rental applicant must submit a completed Short-Term Rental permit application form as prescribed by the City’s planning official with the applicable fee per Chapter 20.180 VMC.

B. Required Permit Application Information.

1. Affidavit of mailing showing proof of mailing of Notification to property owners abutting and adjacent to the proposed Short-Term Rental.
2. Copy of Liability Insurance for the Short-Term Rental.
3. Acknowledgment by the property owner attesting that the Short-Term Rental will continuously comply with the required standards in 20.835.050 VMC and allowing the City to inspect the premises in accordance with VMC 17.08.

20.835.60 Violations

A. It is unlawful to rent, offer for rent, or advertise for rent a dwelling unit located on any property with the City as a Short-Term Rental without a permit and license authorizing such use issued and approved in the manner required by this chapter.

B. Failure of the property owner or authorized agent or local contact of a Short-Term Rental to meet the standards contained herein is subject to the enforcement provisions contained in 22.02.020 VMC.

20.150.040E Meanings of Specific Words and Terms Q through T.

Qualified Professional. A person with experience and training in the pertinent scientific discipline, and who is a qualified scientific expert with expertise appropriate for the relevant critical area subject in accordance with WAC [365-195-905\(4\)](#).

A. *Urban Forestry.* Qualified professionals in urban forestry must have academic and field experience that makes them competent in urban forestry. This may include arborists certified by the International Society of Arboriculture or foresters certified by the Society of American Foresters. Qualified professionals in urban forestry must possess the ability to evaluate the health and hazard potential of existing trees, and the ability to prescribe appropriate measures necessary for the preservation of trees during land development.

B. *Critical Areas.* Qualified professionals in critical areas must have obtained a BS or BA or equivalent degree in biology, engineering, environmental studies, fisheries, geomorphology or a related field, and two years of related work experience. In addition:

1. A qualified professional for frequently flooded areas or a geologic hazard must be a registered professional engineer, geologist, engineering geologist or hydrogeologist licensed in the State of Washington with experience in the analyses required for the relevant hazard(s). For frequently flooded areas, a qualified professional may also be an architect where provided by state or federal law.
2. A qualified professional for wetlands must have a minimum of five years experience in wetland science including experience preparing wetland reports for review by regulatory agencies.

Reasonably Funded. A mitigation measure or other transportation system improvement scheduled for completion and designated as funded upon adoption of the most recent version of the Six-Year Street Plan.

Reasonably Safe from Flooding. Development that is designed and built to be safe from flooding based on consideration of current flood elevation studies, historical data, high water marks and other reliable data known to the community. In unnumbered A zones where flood elevation information is not available and cannot be obtained by practicable means, “reasonably safe from flooding” means that the lowest floor is at least two feet above the highest adjacent grade.

Recreational Vehicle. A vehicle which is built on a single chassis, 400 square feet or less when measured at the largest horizontal projection, designed to be self-propelled or permanently towable by a light-duty truck, and designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regional Industry. An industrial or commercial land use which provides significant community-wide or regional economic benefit through the creation of new economic growth and employment opportunity.

Regional Public Facility. A land use which is designed to serve the needs of the community or region affected by the impact(s) of development. Regional Public Facilities include: airports, colleges, hospitals, regional parks or community centers.

Regulatory Flood. The flood used to define the outer boundary lines of the Flood Fringe. The 100-year flood will be the regulatory flood for the purposes of regulations contained in this title, but a lesser or greater flood limit may be set in any ordinance applying FF (Flood Fringe) or FW (Floodway) zoning to any land. The regulatory flood shall be based upon Flood Insurance Rate Maps (FIRMs) provided by the Federal Insurance Administration (FIA).

Remodel. An internal or external modification to an existing building or structure that does not increase the site coverage.

Remove or Removal. The act of removing a tree by digging up, cutting down or any act which causes a tree to die, significantly impacts its natural growing condition and/or results in diminished environmental benefits or a hazard tree: including but not limited to, damage inflicted on the root system by machinery, storage of material or soil compaction, changing the ground level in the area of the tree's root system, damage inflicted on the tree permitting infections or infestation, excessive pruning, paving with concrete, asphalt or other impervious material within the drip-line or any other action deemed harmful to the tree.

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 or fewer residents.

Residential Care Center. Any state or federally approved facility, other than a clinic, used as a residence for the care or rehabilitation of dependent children, the elderly, and the physically

and/or mentally handicapped. Residential care centers shall provide care to seven or more residents.

Restoration. Measures taken to restore an altered or damaged natural feature including:

- A. Active steps taken to restore damaged critical areas or their buffers to the functioning condition that existed prior to an unauthorized alteration; and
- B. Actions performed to reestablish structural and functional characteristics of the critical area that have been lost by alteration, past management activities, or catastrophic events. See also wetland creation, re-establishment, and rehabilitation.

Right-of-Way, Public. The property held by the city or other governmental jurisdiction for existing and/or future public access including land occupied or intended to be occupied by a street, crosswalk, pedestrian and bike paths, railroad, road, electric transmission line, oil or gas pipeline, water main, sanitary or storm sewer main, street trees or other special use. The usage of the term right-of-way for land division purposes shall mean that every right-of-way hereafter established and shown on a plat or map is to be separate and distinct from the lots or parcels adjoining such right-of-way and not included within the dimensions or areas of such lots or parcels.

Riparian area. The area adjacent to aquatic systems with flowing water (e.g., rivers, perennial or intermittent streams, seeps, springs) that contains elements of both aquatic and terrestrial ecosystems which mutually influence each other. Riparian areas are defined differently in and for the purposes of the Vancouver Shoreline Management Master Program.

Riparian Management Area and Riparian Buffer. The regulated areas that include the land from the ordinary high water mark to a specified distance as measured horizontally in each direction. The Riparian Management Area is adjacent to the lake, stream or river, and the Riparian Buffer is adjacent to the Riparian Management Area. See Figure 20.740-1 at VMC [20.740.110\(A\)](#) or Figure 20.170.030-6 at VMC [20.170.030\(I\)](#).

Road. Means the same as street.

Roof. The exterior surface and its supporting structure on the top of a building.

Roof Line. The uppermost line of the roof of a building or, in the case of an extended facade, the uppermost height of said facade.

Runway. A defined area at an airport designed and constructed to accommodate the landing and takeoff of aircraft along its length.

Satellite Earth Station. The facilities used for reception and processing of programming services from a satellite prior to transfer to terrestrial distribution systems or for processing of programming and services from a terrestrial source before transmission via satellite.

School. An institution primarily engaged in academic instruction for all or part of the K through 12 educational program, public, parochial or private, and recognized or approved as such by the state. A school may also include the following uses: common accessory uses such as associated meeting rooms, auditoriums, athletic facilities and support facilities related to school district operations (e.g., offices, kitchens, counseling centers, head start, childcare, adult education, and family support centers) except for transportation, warehouse/storage, and maintenance facilities.

School, Pre. An institution primarily in child training and academic instruction prior to the mandatory first grade.

School, Specialized Instructional. An institution providing instruction and training in a specific service, art, dance, driving, and music. Includes vocation or trade such as business, real estate, travel, auto machinery repair, welding, and skill center.

Search Ring. Regarding wireless communications facilities, a geographic area identified by the communications service provider as necessary within which to locate a wireless facility or to enhance or expand its service.

Secure Community Transition Facility. A residential facility for persons civilly committed and conditionally released from a total confinement facility, operated by the Secretary of Washington Social and Health Services or under contract with the secretary pursuant to RCW [71.09.020\(10\)](#) as described in RCW [71.09.250](#) or as amended.

Sensitive Areas. For the purposes of Chapter [20.770](#) VMC Tree, Vegetation, and Soil Conservation, this includes streams, geologically hazardous areas, fish and wildlife habitat areas, wetlands, and their associated buffers.

Sensitive Resources. Any of the following types of sensitive areas and resources or cultural resources, when properly identified, designated or recorded as such by the applicable local, state or federal regulations:

1. Known archaeological and historical sites (to be recorded with the state);
2. Fish and Wildlife Habitat Conservation Areas (as identified in VMC [20.740.110](#));
3. Frequently Flooded Areas (as identified in VMC [20.740.120](#));
4. Geological Hazard Areas (as identified in VMC [20.740.130](#));
5. Wetlands (as identified in VMC [20.740.140](#)); and
6. Tree tracts, set aside for the preservation of tree groves, as defined in VMC [20.770](#) and approved by the city's Urban Forester; and
7. Riparian areas, as identified in the Vancouver Shoreline Management Master Program.
8. Natural soils and native vegetation preserved as part of a low impact development.

SEPA. State Environmental Policy Act, as amended.

SEPA Rules. Chapter [197-11](#) WAC, as adopted, revised, and amended by Ecology.

Service Area. A geographic area described in the city capital facilities plan in which a defined set of public facilities provides service to development within the area, provided, that the service area for schools shall be the applicable school district. Service areas may be separately described for each type of public facility.

Serviceable. For the purposes of 20.775 VMC, Wetland and Water Bodies Protection, serviceable means presently usable.

Setback. The minimum allowable horizontal distance from a given point or line of reference, such as a property line, to the nearest vertical wall or other element of a building or structure or edge of vehicle parking area as defined herein. Where a sidewalk or private roadway is placed in an easement, the setback shall be measured from the back of sidewalk or edge of easement if there is no sidewalk.

Sexually-Oriented Adult Arcade and Sexually Oriented Adult Arcade Premises. Any premises on which any sexually-oriented adult arcade device is located and to which patrons, customers, and/or members of the public are admitted.

Sexually-Oriented Adult Arcade Device. Also known as panorama, preview, picture arcade, or peep show, any device which, for payment of a fee, membership fee or other charge, is used to

exhibit or display a picture, view, film, videotape or videodisc, live show or other graphic display of specified anatomical areas. All such devices are denominated under this ordinance by the term sexually-oriented adult arcade device.

Sexually-Oriented Adult Entertainment. Any entertainment conducted in a public place of amusement where such entertainment involves a person appearing or performing in a state of nudity, as defined herein.

Sexually-Oriented Adult Entertainment Premises. Any premises to which the public, patrons or members are invited or admitted and wherein an entertainer provides sexually-oriented adult entertainment on a regular basis and as a substantial part of the business operation.

Shorelines of the State. Shorelines as defined in the Shoreline Management Master Program.

Short Plat. A map or representation of a short subdivision.

Short-Term Rental. A dwelling unit or individual rooms within a dwelling unit that are rented to a guest(s) by a short-term rental operator for fewer than 30 consecutive days. A short-term rental is not considered a hotel, motel or bed and breakfast.

Short-Term Rental Operator. Any person who receives payment for owning or operating a dwelling unit, or portion thereof, as a short-term rental unit.

Sidewalk. A facility made of concrete or other approved material for the conveyance of pedestrians usually adjacent to a street or between streets.

Sign. Any structure, device, advertisement, advertising device or visual representation intended to advertise, identify or communicate information to attract the attention of the public for any reason.

Sign Area. Means the entire area of a sign on which graphics, letters, figures, symbols, trademarks and/or text is to be placed, excluding sign structure, architectural embellishments and framework. Sign area is calculated by measuring the perimeter enclosing the extreme limits of the module or sign face containing the graphics, letters, figures, symbols, trademarks, and/or text; provided, however, the area of any sign using individual letters, numbers or symbols with a canopy, awning or wall as the background, without added decoration or change in the canopy, awning or wall, shall be the area within the shortest line drawn to include all letters, design and tubing which are a part of the sign or structure. For illuminated awnings the

area shall be limited to the area within the shortest line drawn to include all copy and graphics, excluding illuminated areas outside of these lines.

Sign, Awning. A sign attached to or incorporated into an awning.

Sign, Billboard. An outdoor advertising structure, 12 foot by 25 foot or larger, designed and constructed to carry posters.

Sign, Business Complex. A sign which is typically free-standing and is designed to identify multiple businesses in a business complex.

Sign, Canopy. A sign attached to or incorporated into a canopy.

Sign, Commercial. Any sign that advertises a product, service, entertainment or commodity sold or offered on the premises where it is located.

Sign, Complex. (Auto Dealership Plan District). A sign with the purpose of identifying the area and/or containing more than one manufacturers brand.

Sign, Construction. A temporary sign giving the name or names of principal contractors, architects, lending institutions, or other persons or firms responsible for construction on the site where the sign is located, together with other related information.

Sign, Directional. A sign designed and erected solely for the purpose of traffic or pedestrian direction, and which is placed on the property to which or on which the public is directed.

Sign, Electronic Message Center (EMC). Electronic message center (EMC) means an electrically activated sign whose message content, either in whole or in part, may be changed by means of electronic programming.

Sign, Elevation. Regarding sign regulations, the portion of any building exterior enclosing the applicant's place of business, measured horizontally by width of occupancy and vertically by height of occupancy on the street building frontage. In the case of a single-story building, vertical height of occupancy is measured to the eave or parapet line. For partial occupancy in a multi-story building, vertical height of occupancy is measured from floor line to floor line.

Sign Face. Means the portion of the sign on which the graphics, letters, figures, symbols, trademark or text is placed.

Sign, Fascia. A flat sign which projects less than one foot from the face or wall of the building, including parapet, upon which it is affixed, painted or attached, running parallel for its whole length to the face or wall of the building, and which does not extend beyond the horizontal width of such building.

Sign, Flashing. Any sign which contains an intermittent or flashing light source or which includes the illusion of intermittent or flashing light by means of animation or an externally-mounted intermittent light source. Time and temperature signs are excluded from this definition. For the purpose of this Title, EMC's (consistent with the standards of VMC Section [20.960.060](#) I and Section [20.960.070](#) I) shall not be considered flashing signs.

Sign, Franchise. (Auto Dealership Plan District). A sign that identifies the manufacturers brand and/or name.

Sign, Free Standing. (Pole Signs and Monument Signs). A sign that is not attached to a building and is erected on a frame connected to the ground. Pole signs and monument signs are specific types of freestanding signs. A freestanding sign does not include a portable sign.

Sign Height. The vertical distance measured from grade at the point of support to the top of the sign or the sign's structure.

Sign Maintenance. The repair or refurbishment of a sign, sign structure or any part of each.

Sign, Marquee. A sign attached to or incorporated into a marquee.

Sign, Messages Without a Cabinet, Area of. The area of any single geometric shape which encompasses all lettering and/or graphic message.

Sign, Monument. Means a sign and supporting structure which is attached to the ground and has similar top and bottom dimensions and is constructed as a solid structure or one which gives the appearance of a continuous and unbroken mass, with no separations between the sign and the base.

Sign, Multi-faced. A sign with more than one face. These types of signs shall be considered one (1) sign for the purpose of determining the number of signs allowed.

Sign, NIT. A measurement of brightness used to rate luminous displays. NIT is expressed in "candelas per square meter".

Sign, Official. Means the same as Public-Sector Sign.

Sign, Off-Premises. A third-party sign that advertises goods, products, services or facilities or directs persons to a location different from where the sign is installed.

Sign, On-Premises. A sign which carries only advertisement strictly incidental to a lawful use of the premises on which it is located, including signs or sign devices indicating the business transacted, services rendered, goods sold or produced on the premises, name of the business, and name of the person, firm or corporation occupying the premises.

Sign, Pole. A sign that is supported permanently upon the ground by poles or braces and not attached to any building.

Sign, Political Campaign. Any temporary sign which displays the name and/or picture of an individual seeking election or appointment to a public office or which pertains to a forthcoming public election or referendum or which advocates political views or policies.

Sign, Portable – Permanent. Permanent portable signs shall be defined as “onsite” signs placed in the right-of-way along the business frontage and on the same side of the street of the building or establishment which it advertises. Permanent portable signs shall be meant for continuous display during the hours the business is open and shall have the primary purpose of identifying the business.

Sign, Portable – Temporary. Temporary portable signs shall be defined as “off-site” signs placed in the right-of-way advertising an approved business or use. Temporary portable signs shall be displayed during the hours the business is open and shall have the sole purpose of identifying the business or providing directions.

Sign, Private Non-Commercial. Any sign under 6 square feet that does not advertise a product, service, entertainment, or commodity sold or offered on the premises where it is located.

Sign, Projecting. Shall mean any sign other than a wall sign, which is attached to or projects 12 inches or more from a structure or building face or wall.

Sign, Public-Sector. Any sign erected by any federal, state, county or city governmental agency or at the direction of any such governmental agency or court.

Sign, Public Service Information. A sign that provides general public service information to the public such as time, date, temperature, weather or directional information.

Sign, Reader Board. A sign constructed for the placing of advertising messages, which messages are changeable by use of manually removable or electrically changeable letters.

Sign, Rooftop. A sign erected upon the roof of a building, the entire face of which is situated above the roof line of the building to which it is attached, and which is wholly or partially supported by said building.

Sign, Rotating. A sign, any portion of which moves or is movable by any mechanical manner.

Sign, Secondary. A second free-standing sign on a given frontage in excess of 300 linear feet.

Sign, Sidewalk. A portable sign, typically in the shape of an inverted V, with two sign boards attached to each other at the top of the sign; also known as a sandwich board or A-frame sign. Each board shall be considered a separate sign face for purposes of determining allowable area of sign.

Sign, Temporary. Any sign that is not permanently installed or affixed to any sign structure or building, and not displayed for longer than 30 consecutive calendar days. In the case of construction project signs, they may be maintained for the duration of construction.

Sign, Time and Temperature. Means the same as Public Service Information Sign.

Sign, Vehicle. Any sign attached to or placed on a parked vehicle or trailer used principally for advertising purposes, rather than transportation, but excluding signs relating to the sale, lease, or rental of the vehicle or trailer and excluding signs which identify a firm or its product on a vehicle operated during the normal course of business.

Sign, Video. A sign providing information in both a horizontal and vertical format (as opposed to linear), through use of pixel and sub-pixel technology having the capacity to create continuously changing sign copy in a full spectrum of colors and light intensities.

Sign, Wall. Means the same as Painted Wall or Wall Graphic.

Sign, Window. Any sign affixed to (or painted on) the inside or outside of a window and intended to be viewed from the exterior of the structure.

Single Impact. An individual incidence of noise, actually measured in decibels, which may be heard on a property and which may be greater or lesser than the Ldn value, which is derived from the logarithmic averaging of single impacts within a period of time.

Significance. A quality of a property which helps one understand the history of the local area, state or nation by illuminating the local, statewide or nationwide impact of the events or persons associated with the property or its architectural type or style in information potential. The local area may be as large as Clark County or Southwest Washington or as small as a neighborhood. Local significance may apply to a property that illustrates a theme that is important to one or more localities; state significance to a theme important to the history of the state; and national significance to property of exceptional value in representing or illustrating an important theme in the history of the nation.

Single Room Occupancy (SRO). Occupancy by a single individual of a unit that contains no sanitary facilities or food preparation facilities or contains either but not both types of facilities.

Site. Any plot or parcel of land or combination of contiguous lots or parcels of land.

Six-Year Street Plan. That portion of the city's Capital Facilities Plan which inventories planned street and road construction and improvement, and which designates such construction projects and improvements as funded or nonfunded.

Slope. The deviation of a surface from horizontal, usually expressed in percent or degrees.

SMA. The State Shoreline Management Act of 1971, as amended.

Soft Armoring Techniques. Techniques that apply the principles of the biological, ecological, and soils sciences and structural engineering to build structures which, using live plant materials as a main structural component, stabilize the soil against erosion, sedimentation, and flooding. Also referred to as "bioengineering techniques."

Sound Transmission Reduction. Reduction of sound or noise from unit to unit utilizing the standards of the City Adopted Building Code(s).

Special Provisions. Street construction requirements peculiar to a special project that are not otherwise thoroughly or satisfactorily detailed and set forth in the standard specifications or standard plans.

Special Valuation Tax Incentive Program. The local option program that makes available to property owners a special tax valuation for rehabilitation of historic register properties under which the assessed value of an eligible historic property is determined at a rate that excludes, for up to ten years, the actual cost of the rehabilitation.

Specified Anatomical Areas. Regarding Adult Businesses, less than completely and opaquely covered: human genitals, pubic region, buttock and female breast below a point immediately above the top of the areola; and human male genitals in a discernibly turgid state even if completely and opaquely covered.

Specified Sexual Activities. Regarding Adult Businesses, human genitals in a state of sexual stimulation or arousal; acts of human masturbation, sexual intercourse or sodomy; and fondling or other erotic touching of human genitals, pubic region, buttock or female breast.

Standard Industrial Classification (SIC). A classification pursuant to the Standard Industrial Classification Manual issued by the United States Office of Management and Budget. This system was replaced by the North American Industrial Classification System (NAICS).

Start of Construction. The start of permanent construction or substantial improvement activity on a site within 180 days of the issuance of a building permit. Permanent construction activities include the pouring of slab or footings, the installation of pilings, construction of columns or any work beyond site preparation, excavation, setting of temporary forms or the placement of accessory buildings; or the placement of a manufactured home on a foundation. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

Stealth Design. A wireless communications facility's support structure, antennae or accessory equipment structure that is designed to blend in with the existing physical environment, and reduce visual impacts to the extent possible.

Storage, Open. Storage of property outside of a fully enclosed building.

Storage Space. Sufficient space, either in individual dwelling units or common storage rooms, to provide adequate, secure, and convenient storage for items owned by building tenants.

Stormwater. Stormwater is that portion of precipitation that does not naturally percolate into the ground or evaporate, but flows via overland flow, interflow, pipes and other features of a

stormwater drainage system into a defined surface waterbody or a constructed infiltration facility.

Stormwater Conveyance. Parts of a stormwater facility (such as pipes, culverts, swales, etc.) that are constructed specifically to transport water from one point to another. See Stormwater Facility.

Stormwater Facility. A constructed component of a stormwater drainage system, designed or constructed to perform a particular function or multiple functions. Stormwater facilities include, but are not limited to, pipes, swales, ditches, culverts, street gutters, detention ponds, retention ponds, constructed wetlands, infiltration devices, catch basins, oil/water separators, biofiltration swales, bioretention, permeable pavement, and vegetated roofs.

Stormwater Manual. Stormwater Manual means the Stormwater Management Manual for Western Washington, which is the 5-volume technical manual prepared by the Washington State Department of Ecology Water Quality Program, December 2014, Publication No. 14-10-055 (a revision of Publication No. 12-10-030), 5 volumes, and as hereafter amended.

Stormwater Permit. Stormwater Permit means the City of Vancouver's National Pollutant Discharge Elimination System (NPDES) Western Washington Phase II Municipal Stormwater Permit issued August 1, 2013, which was modified, Effective January 16, 2014, by the Washington State Department of Ecology, and as hereafter amended or reissued.

Story. That portion of a building between the surface of any floor and the surface of the next floor above it; or, if there is no floor above it, the space between such floor and ceiling.

Stream. Water contained within a channel, either perennial or intermittent, and classified according to WAC [222-16-030](#) or WAC [222-16-031](#). Streams also include natural watercourses modified by humans. Streams do not include drainage ditches which are not modifications of natural watercourses.

Street. A private or public way designed primarily for vehicular traffic. It includes the terms road, highway, avenue, boulevard, thoroughfare, or other traffic way, and usually includes improvements, including curbs, sidewalks, and street pavement within the right-of-way.

Street Frontage. The linear frontage of a parcel of property abutting a single public street.

Street Functional Classification System. The adopted hierarchy of street use as it relates to volume, speed, regional, area-wide, and local characteristics.

Street, Private. A thoroughfare that is privately owned providing a means of access to a property or properties.

Street, Public. A thoroughfare or right-of-way dedicated, deeded, condemned or otherwise acquired by the public for use as such, other than an alley, which affords the principal means of access to abutting property including avenue, place, way, drive, lane, boulevard, highway, road, and any other thoroughfare.

Structure. Anything constructed or built, any edifice, building of any kind or any piece of work artificially built-up or composed of parts joined together in some definite manner, which requires location on the ground or is attached to something having a location on the ground, including swimming pools, wading pools and covered patios, excepting outdoor areas such as paved areas, walks, tennis courts and similar recreation areas. For the purposes of VMC [20.740.120](#), Frequently Flooded Areas, a structure is a walled and roofed building, or a gas or liquid storage tank that is principally above ground.

Subdivision. The division or re-division of land into ten or more lots for the purpose of sale, lease or transfer of ownership. The term subdivision also applies to an area or tract of land that has been subdivided.

Subdivision, Short. The division, re-division or partition of land into nine or fewer lots, tracts, parcels, sites or divisions for the purpose of sale, lease or transfer of ownership.

Substantial Damage. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its pre-damaged condition would equal or exceed 50% of the market value of the structure before the damage occurred.

Substantial Disturbance. Disturbance such that little or no useful archaeological data could be obtained.

Substantial Improvement. Any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure either:

1. Before the improvement or repair is started; or
2. If the structure has been damaged and is being restored, before the damage occurred.

“Substantial improvement” is considered to occur at the start of construction. “Substantial improvement” does not include either:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
2. Any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.

Substantial Noise Impact. Exterior noise levels greater than Ldn 65, which impact necessitates special sound insulation to produce noise levels of 45 Ldn or less within the interior of a residential structure.

Survey, Archaeological. Regarding archaeological resource protection, a procedure by which an archaeologist makes a determination of the presence or absence of an archaeological site in a disturbance area, a preliminary assessment of the site’s potential significance, and a recommendation for further evaluation, avoidance, mitigation or recovery of resources in compliance with the provisions of [20.710](#) VMC.

System Development Charge (SDC). The connection fee charged so that the property upon which it is imposed will pay its equitable share of the costs of water-sewer system facilities which are system-wide in nature and are not site-specific needs, including such property’s equitable share of the amount required to upgrade such system to meet the demands imposed by the development.

System Improvements. Public facilities that are included in the capital facilities plan and are designed to provide service areas within the community at large, in contrast to project improvements.

Telecommuting. The use of telephones, computers or other similar technology to permit an affected employee to work at home or at a location closer to home than the affected employer’s principal worksite.

Temporary. A period not to exceed one year except as otherwise provided in this title.

Tenant Improvements. Construction improvements typically made to the interior of a nonresidential building to fit the building to a particular tenant's needs, or to create separate tenant spaces. Typically it involves such things as adding or removing walls, ceilings and doors; re-wiring for electrical outlets and lighting; and providing plumbing, sprinklers, counters and walk-in coolers, often as part of a separate lease space in a building.

Through-Ventilation. The encouragement of natural cross-ventilation.

Total Developable Land (TDL). That portion of the subject property remaining once sensitive areas are subtracted from the total acreage of a property or collection of properties proposed for development.

Tract. A piece of land set aside in a separate area for dedication to the public, a homeowner's association, or other entity, (e.g., open space, recreational facilities, and tree preservation) wetland or other sensitive lands.

Traffic Study. A study of traffic behavior by a licensed engineer.

Transit. A multiple-occupant vehicle operated on a for-hire, shared-ride basis, including bus, ferry, rail, shared-ride taxi, shuttle bus or vanpool.

Transit Facility. A development provided by a public transportation provider, which is designed to aid or encourage community use or multi-modal public transportation system, such as bus and van/carpools.

Transitional Surfaces. An area extending outward at 90 degree angles to an airport's runway centerline at a slope of seven feet horizontally for each foot vertically.

Transitional Zone. The areas beneath the transitional surfaces.

Transplant. The relocation of a tree from one place to another on the same property.

Tree. Any self-supporting perennial woody plant that matures at a height greater than 26 feet and is generally referred to in the nursery and landscape industry as a tree.

Tree Farm. See Commercial Nursery.

Tree, Hazard. Any tree with a combination of structural defect and/or disease and a proximity to persons or property which makes it subject to a high probability of failure, as recommended by a qualified arborist.

Tree, Mitigation. A tree planted and retained to achieve the required tree density for a parcel or to replace a tree removed in violation of city ordinance.

Tree, Nuisance. A tree that is causing physical damage to property or has been damaged by past maintenance practices, and for which horticultural practices cannot correct the problem.

Tree Preservation. The retention of a tree or trees during and after construction.

Tree, Specimen. A tree that has been given greater than standard tree density value by the planning official through the evaluation process.

Tree, Street. A tree located within a street right-of-way or street tree easement, adjacent to public or private streets, including undeveloped areas.

Tree Tract. A separate deeded tract of land, specifically set aside for the preservation and/or planting of trees. Stormwater retention/detention facilities, sensitive areas, and other common areas may be considered tree tracts if they currently support the growth of trees.

Tree Unit. A unit of measurement based upon the size of the tree as set forth in Chapter [20.770](#) VMC, Tree, Vegetation, and Soil Conservation.

Tree, Vegetation and Soil Plan. A plan that contains specific information pertaining to the protection of healthy soil, and the preservation, and planting of trees and native vegetation pursuant to Chapter [20.770](#) VMC, Tree, Vegetation, and Soil Conservation.

Tree, Vegetation and Soil Protection Area (TVSPA). A separate tract of land, which may or may not be deeded as such, specifically set aside for the preservation of healthy soils and the preservation or planting of existing and/or native vegetation and trees. Stormwater retention/detention facilities, critical area buffers and other common areas may be considered TVSPA if they currently or are improved to an extent where they can support healthy soils and the growth of native vegetation and trees. The purpose of these areas for preserving healthy soils, preserving and/or planting native vegetation and trees is stated on the face of the plat when applicable.

Tribe or Tribes. Regarding Archaeological Preservation, any federally-recognized or other local Native American government organization which may consider the site to be of historic or cultural significance.

Truck, Heavy. Trucks, including truck tractors and similar vehicles, with two or more rear axles.

Truck, Light. Trucks and similar vehicles with single rear axles and single rear wheels.

Truck, Medium. Trucks and similar vehicles other than truck tractors with single rear axles and dual rear wheels. Truck tractors are in the Heavy Truck category. (Ord. M-4325 § 3, 2020; Ord. M-4179 § 65, 2016; Ord. M-4034 § 2, 2012)

The Vancouver Municipal Code is current through Ordinance M-4392, passed November 21, 2022.

Disclaimer: The city clerk's office has the official version of the Vancouver Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

[City Website: www.cityofvancouver.us](http://www.cityofvancouver.us)

City Telephone: (360) 487-8711

[Code Publishing Company](#)

20.160.020 Listing of Use Classifications.

A. Residential use types.

1. *Household Living.* Living facilities for small groups (households) of people who are related or unrelated, featuring self-contained units including facilities for cooking, eating, sleeping, and hygiene. Tenancy is longer than 30 calendar days. Household structures include single-family detached and attached dwellings; duplexes; multi-family dwellings; and modular and manufactured housing units. Most types of senior housing, (e.g., congregate care or assisted living) are considered to be household living if residents live in self-contained units, even if there are also shared facilities within the building. The maximum number of people who may reside in any given dwelling unit shall be determined by the city adopted building code.
2. *Group Living.* Living facilities for groups of individuals that include at least one person residing on the site who is responsible for supervising, managing, monitoring and/or providing care, training or treatment of residents. Larger group living facilities may also be characterized by shared facilities for eating, hygiene and/or recreation. Examples include nursing/convalescent homes, residential care homes or centers; single-room occupancy (SROs) facilities; sororities/fraternities and convents/monasteries. Tenancy is typically 30 days or more. Excludes detention and post-detention facilities (see subsection [\(E\)\(5\)](#) of this section, Detention and Post-Detention Facilities).
3. *Home Occupation.* Commercial, office or other economic activity wholly contained within the residence or accessory building within which it is located, and is clearly subordinate to the primary residential use.
4. *Medical Center Residential.* Extended stay facilities and medical center uses that typically occur in a residential setting, if approved through a Public Facilities Master Plan pursuant to Chapter [20.268](#) VMC. Examples include extended stay housing for employees and patient families and midwifery practices that occur in a single-family residential scaled structure. Maximum occupancy and other parameters may be determined through the master plan review process.
5. *Short-Term Rental.* A dwelling unit or individual rooms within a dwelling unit that are rented to a guest(s) by a short-term rental operator for fewer than thirty consecutive days.

B. *Civic use types.*

1. *Basic Utilities.* Unstaffed community infrastructure, including but not limited to water tanks, sewer pump stations, telephone exchanges, and electric power substations. Excludes facilities that include offices, service centers and/or material storage (See subsection [\(C\)\(6\)](#) of this section, Office, and subsection [\(D\)\(1\)](#) of this section, Industrial Services).
2. *Colleges.* Institutions of higher education. Accessory uses may include classrooms, laboratories, theaters, auditoriums, libraries, dormitories, eating facilities, bookstores, other small-scale retail, general offices, and parking. Excludes private, profit-making trade, and vocational schools (see subsection [\(C\)\(4\)\(b\)](#) of this section, Personal Services). Such a facility that has regional or state-wide significance is classified as an Essential Public Facility by the provisions of the Growth Management Act.
3. *Community Centers.* Public, private, and nonprofit social, resource and multi-purpose facilities that are open to the public for free or fee (including membership fees). Examples include: community centers; senior centers; homeless day centers. Accessory uses may include offices, food preparation and service, child care, laundry facilities, showers, health assessments, classrooms and related activities.
4. *Community Recreation.* Public, private, and nonprofit recreational, social and multi-purpose facilities that are open to the public for free or fee (including membership fees). Examples include: health/fitness clubs; indoor or outdoor tennis/racquetball and soccer clubs and other sports fields; indoor/outdoor swimming pools; boat launches; golf courses, and shooting ranges. Accessory uses may include clubhouses, pro shops, offices, locker rooms, restaurants/delis/concession stands, child care facilities, restrooms, maintenance facilities, and parking. Excludes such facilities when collocated in a public park (see subsection [\(B\)\(9\)](#) of this section, Parks/Open Space); and certain types of indoor recreational facilities (see subsection [\(C\)\(3\)\(b\)](#) of this section, Indoor Entertainment).
5. *Cultural Institutions.* Public or nonprofit cultural facilities including libraries, museums, historic sites, and galleries.
6. *Day Care.*
 - a. *Child Care.* As defined by the Revised Code of Washington (RCW) State Statute:

i. *Family Child Day Care Home*. A facility where a person regularly providing care during part of the 24-hour day to 12 or fewer children in the family abode of the person or persons under whose direct care the children are placed.

ii. *Child Care Center*. A person or agency that provides care for 13 or more children during part of the 24-hour day.

b. *Adult Day Care*. Provision of daytime services, including respite, recreational, social and therapeutic activities, to disabled and/or elderly adults in a group setting.

Categories include:

i. *Residential Adult Day Care*. Provision of adult day care services for six or fewer handicapped and/or elderly adults, with or without compensation, in the home of the provider.

ii. *Institutional Adult Day Care*. Provision of adult day care services for seven or more handicapped and/or elderly adults either in a residential or institutional, e.g., nursing home, setting.

7. *Emergency Services*. Public safety facilities including police and fire stations, and emergency communications, but not including ambulance services.

8. *Medical Centers*. Facilities providing inpatient, outpatient, emergency, and related ancillary services to the sick and infirm, including drug and alcohol treatment. Usually developed in campus setting. Accessory uses may include diagnostic and treatment facilities; laboratories; surgical suites; kitchen/food service facilities; laundry; housekeeping and maintenance facilities; administrative offices; and parking. Medical centers may also include free-standing offices for hospital-based and/or private-practice physicians and other allied health care professionals; these medical office buildings are regulated as offices. (see subsection [\(C\)\(6\)\(b\)](#) of this section) Such a facility that has regional or state-wide significance is classified as an Essential Public Facility by the provisions of the Growth Management Act.

9. *Parks/Open Space*. Lands that are maintained in a natural state and/or developed that are designed for public active and passive recreation. Examples include parks, public squares, recreational trails and nature preserves. Does not include areas in active

cultivation (see subsection [\(E\)\(1\)](#) of this section, Agriculture/Horticulture); or cemeteries (subsection [\(E\)\(4\)](#) of this section, Cemeteries).

a. *Neighborhood parks.* Small parks usually no greater than five acres designed to serve the immediate neighborhood. Access is on foot or bicycle with little or no on-site parking provided. Accessory uses may include low-impact outdoor playing/practice fields (without associated parking), playgrounds, sports courts, picnic areas, educational/interpretive facilities, walking/jogging paths, restrooms, and seating areas. May collocate with schools.

b. *Community parks.* Larger parks typically 15 acres or larger designed to serve a larger geographic area than a neighborhood park. Access is on foot and by bicycle, transit, and vehicle. May contain one or more Community Recreation uses as defined in subsection [\(B\)\(4\)](#) of this section. Other accessory uses may include walking/jogging trails; picnic shelters; outdoor performance facilities; off-leash dog, bicycle, and skateboard parks; sports courts, community gardens; bicycle, pedestrian, and transit amenities; educational/interpretive facilities; viewpoints; concessions; restrooms; caretaker and maintenance facilities; and parking. May collocate with schools.

c. *Regional parks.* Any park greater than 100 acres designed to serve regional needs. Accessory uses include any of the facilities found in neighborhood and community parks.

d. *Trails.* Publicly accessible walking, jogging or bike trails that extend beyond the boundaries of a single subdivision or development project. Accessory uses may include signage/maps; interpretive centers; viewpoints; and trailhead facility, restrooms, and parking. Does not include trails or portions of trails created as part of Neighborhood, Community and Regional Parks.

10. *Postal Service.* Refers to postal services and processing as traditionally operated by the U.S. Postal Service. Such facilities include customer sales, mail sorting, and fleet truck storage. Excludes profit-making parcel post or mail services (see subsection [\(C\)\(4\)\(b\)](#) of this section, General Retail, Personal Services).

11. *Religious Institutions.* Permanent places of religious worship that may include related accessory uses that are clearly incidental and secondary to religious worship, congregation, and teaching such as administrative offices; child care centers/pre-schools; classrooms for

religious instruction; auditoriums; social halls; rectories; and gymnasiums, playgrounds and other recreational facilities. May include on-site functions related to ministry to the poor such as emergency overnight shelter, food service, group meals and food and clothing pantries.

12. *Schools*. Public and private pre-school, kindergarten, elementary, middle, and high schools. Accessory uses include administrative offices; classrooms and laboratories; kitchen/cafeterias; auditoriums; gymnasium, swimming pools; playing fields and related indoor and outdoor physical education facilities; and storage and maintenance facilities. The programs and activities of other public and nonprofit organizations including those associated with adult education, after-school care, recreation and social services may collocate in a school facility. Such a facility that has regional or state-wide significance is classified as an Essential Public Facility by the provisions of the Growth Management Act.

13. *Social/Fraternal and Clubs/Lodges*. Nonprofit organizations with social, philanthropic and/or recreational functions and activities.

14. *Transportation Facilities*. Bus, trolley, street car; light and heavy rail transit stops and stations; water taxi and ferry stations; and accessory bicycle parking. Excludes airports (see subsection [\(E\)\(2\)](#) of this section, Airports/Airparks); public streets and sidewalks; and heavy and light rail maintenance/switching yards (see subsection [\(D\)\(3\)](#) of this section, Railroad Yards); and heliports (see subsection [\(E\)\(7\)](#) of this section, Heliports). Such a facility that has regional or state-wide significance is classified as an Essential Public Facility by the provisions of the Growth Management Act.

15. *Park & Ride Facilities*. Park & Ride facilities means parking facilities that serve motorists transferring to or from urban public transportation vehicles or private car-pool vehicles.

C. *Commercial use types*.

1. *Commercial and Transient Lodging*. Residential facilities such as hotels, motels, rooming houses, bed-and-breakfast establishments, and homeless shelters where tenancy is typically less than one month. May include accessory meeting, convention facilities, and food preparation and service.

2. *Eating and Drinking Establishments.* Establishments that sell prepared food and beverages for consumption on site or take-away including restaurants, delicatessens, bars, taverns, brew pubs, espresso bars, and group meal service.

3. *Entertainment-Oriented.*

a. *Adult Entertainment.* Facilities including adult motion picture theaters; adult video/book stores; and topless, bottomless, and nude dance halls which include materials and activities characterized or distinguished by an emphasis on matters depicting specified sexual activities or anatomical areas.

b. *Indoor Entertainment.* Commercial indoor facilities such as bowling alleys, arcades, trampoline or bounce house facilities, shooting ranges, movie, and live performance theaters.

c. *Major Event Entertainment.* Facilities such as auditoriums, stadiums, arenas, amphitheaters, convention centers, and race tracks which provide athletic, cultural or entertainment events and exhibits for large groups generally exceeding 1,000 spectators.

4. *General Retail.*

a. *Sales-Oriented.* Establishments which provide consumer-oriented sales, leasing and rental of consumer, home and business goods including art; art supplies; bicycles; clothing; dry goods; electronic equipment; fabric; gifts; groceries; hardware; household products; jewelry; pets and pet products; pharmaceuticals; plant; printed materials; stationery; videos; and clothing and food pantries. Excludes large-scale consumer products (see subsection [\(C\)\(4\)\(d\)](#) of this section, Bulk Sales); and those sold primarily outdoors (see subsection [\(C\)\(4\)\(e\)](#) of this section, Outdoor Sales).

b. *Personal Services.* Establishments which provide consumer services such as banks and credit unions; barber and beauty shops; automated teller machines (ATMs) and related automated vending facilities; pet grooming; laundromats and dry cleaners; copy centers; photographic studios; specialized instructional schools; trade/vocational schools; massage therapy; acupuncture; and mortuaries.

c. *Repair-Oriented.* Establishments which engage in the repair of consumer and business goods including television and radios; bicycles; clocks; jewelry; guns; small

appliances and office equipment; tailors and seamstresses; shoe repair; locksmiths; and upholsterers.

d. *Bulk Sales*. Establishments which engage in the sales, leasing and rental of bulky items requiring extensive interior space for display including furniture, large appliances, and home improvement sales.

e. *Outdoor Sales*. Establishments that engage in sales requiring outdoor display and/or storage including lumberyards and nurseries.

5. *Motor Vehicle Related*.

a. *Motor Vehicle Sales/Rental*. Includes car, light and heavy truck, mobile home, boat and recreational vehicle sales, rental and service.

b. *Motor Vehicle Servicing/Repair*. Free-standing vehicle servicing and repair establishments including quick and general vehicle service, car washes and body shops not an accessory to new vehicle sales.

c. *Vehicle Fuel Sales*. Establishments engaging in the sale of gasoline, diesel fuel, and oil products for cars, trucks, recreational vehicles, and boats.

d. *Electric Vehicle (EV) Basic Charging Station*. A slow to medium level charging station for electric vehicles that is typically accessory to another use, such as single family residences, apartments, and businesses. Level 1 (120 volt AC) is considered slow charging. Level 2 (208 or 240 volt AC) is considered medium charging.

e. *Electric Vehicle (EV) Rapid Charging Station*. An industrial grade electrical outlet that allows for faster charging of electric vehicle batteries through higher power levels and that meets or exceeds any standards, codes, and regulations set forth by Chapter [19.28](#) RCW and consistent with rules adopted under RCW [19.27.540](#). Such stations are also known as Level 3 facilities and are considered fast or rapid charging (480-volt AC), and are generally available to the public.

f. *Electric Vehicle (EV) Battery Exchange Station*. A facility that will enable an electric vehicle with a swappable battery to enter a drive lane and exchange the depleted battery with a fully charged battery. Such exchange stations may use a fully automated

process, which meets or exceeds any standards, codes, and regulations set forth by Chapter [19.27](#) RCW.

6. *Office.*

a. *General Office.* Government, business and professional offices that operate during typical weekday hours. Examples include local, regional, state, and federal offices and agencies; veterinary clinics; medical and dental laboratories; blood collection centers; offices for attorneys, architects, accountants, engineers, stockbrokers, real estate agents, mortgage bankers, insurance brokers, and other consultants; headquarters offices; sales offices; radio, and television studios. Also includes painting, landscaping, building and janitorial contractors where the indoor storage of materials and equipment are incidental to the office use. If this storage exceeds 50 percent of occupied space, such uses are classified as Industrial Services (see subsection [\(D\)\(1\)](#) of this section). Offices that are part of and are located within a firm in another use category are considered accessory to the firm's primary activity. Also excludes medical office and related facilities (see subsection [\(C\)\(6\)\(b\)](#) of this section).

b. *Medical Office.* Offices for physicians, dentists, chiropractors, and allied health care professionals; free-standing outpatient health care facilities; urgency clinics; naturopathic, and homeopathic facilities; and home health organizations that provide on-site services to patients and that generally operate during typical peak weekday hours.

c. *Extended Office.* Offices that operate during nontraditional hours including evenings, nights, and weekends. Examples include taxis and other vehicles for hire, funeral homes and accessory crematoria, telemarketing/service centers and internet communication centers. Accessory uses may include fleet vehicle parking, communication switching and other equipment and limited storage of goods.

7. *Non-Accessory Parking.* Any private or public vehicle and bicycle parking, either paid or free, which is not accessory to a primary use. Includes public and private parking structures and lots; and free-standing fleet vehicle parking lots.

8. *Self-Service Storage.* Commercial operations that provide rental of storage space to the public. The storage areas are designed to allow private access by the tenant for storing or removing personal property. These facilities do not include outdoor storage or moving and

storage companies where there is no individual storage or where employees are primary movers of the goods to be stored (see subsection [\(D\)\(5\)](#) of this section, Warehouse/Freight Movement). No tenant may use a self-service storage facility for residential purposes. Self-service storage is synonymous with self-service storage facility and mini-storage.

9. *Marina*. A facility that provides secure moorings for recreational or commercial boats.

10. *Artisan and Specialty Goods Production*. Small scale businesses that manufacture artisan goods or specialty foods. Small manufacturing production aims at direct sales rather than the wholesale market. This small-scale manufacturing use is intended to be allowed where compatible with the commercial and residential fabric of the city center. An allowance for public viewing or customer service space is required with artisan and specialty goods production. This use category includes the following uses: Sugar and confectionary, fruit and vegetable preserving and specialty foods, bakeries and tortilla manufacturing; artisan leather, glass, cutlery, hand tools, wood, paper, ceramic, textile and yarn products; microbreweries, microdistilleries, and wineries. Refer to Commercial and Mixed-Use Districts Use Table 20.430.030-1 and Special Limitations on Uses, VMC [20.430.050](#).

D. *Industrial use types*.

1. *Industrial Services*. Includes the repair and servicing of industrial and business machinery, equipment and/or products. Examples include welding shops; machine shops; sales, repair, storage, salvage or wrecking of heavy machinery, metal and building materials; towing and vehicle storage; auto and truck salvage and wrecking; heavy truck servicing and repair; tire recapping and retreading; truck stops; building, 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 (see subsection [\(C\)\(6\)\(a\)](#) of this section); fuel oil distributions; solid fuel yards; laundry, dry-cleaning and carpet cleaning plants; and photo-finishing laboratories.

2. *Manufacturing and Production*. Includes production, processing, assembling, packaging or treatment of semi-finished or finished products from raw materials or previously prepared materials or components. Manufacturing production is intended for the wholesale market rather than for direct sales.

3. *Railroad Yards*. A terminus of several light or heavy railroad lines where the loading, unloading, transshipment, switching, maintenance, and storage of rail cars is undertaken.

4. *Research and Development.* Facility featuring a mix of uses including office, research laboratories, and prototype manufacturing. If the use contains no on-site manufacturing component, then it is considered General Office (see subsection [\(C\)\(6\)\(a\)](#) of this section).
5. *Warehouse/Freight Movement.* Uses involved in the storage and movement of large quantities of materials or products indoors and/or outdoors; associated with significant truck and/or rail traffic. Examples include free-standing warehouses associated with retail furniture or appliance outlets; household moving and general freight storage; food banks; cold storage plants/frozen food lockers; weapon and ammunition storage; major wholesale distribution centers; truck, marine and air freight terminals and dispatch centers; bus barns; grain terminals; and stockpiling of sand, gravel, bark dust or other aggregate and landscaping materials.
6. *Waste-Related.* Uses that receive solid or liquid wastes from others for disposal on the site or for transfer to another location, uses that collect sanitary wastes or uses that manufacture or produce goods or energy from the composting of organic material. Examples include: recycling/garbage transfer stations; landfills; composting, energy recovery and sewage treatment plants; and hazardous waste handling and transfer facilities that do not treat or dispose of hazardous waste, as that term is defined in the Code of Federal Regulations, Title [40](#), Part 261. Such a facility that has regional or state-wide significance is classified as an Essential Public Facility by the provisions of the Growth Management Act. Hazardous waste or disposal facilities are not included in this classification and are therefore not permitted in the city of Vancouver.
7. *Wholesale Sales.* Involves sales, leasing or rental of equipment or products primarily intended for industrial, institutional or commercial businesses. Businesses may or may not be open to the general public, but sales to the general public are limited. Examples include the sale or rental of machinery, equipment, building materials, special trade tools, welding supplies, machine parts, electrical supplies, janitorial supplies, restaurant equipment, and store fixtures; mail order houses; and wholesalers of food, clothing, auto parts, and building hardware.
8. *Major Utility Facilities.* Those facilities which have a substantial public impact, including but not limited to: sewage treatment plants and lagoons; electric generation facilities including biomass and coal energy generating facilities; and essential public facilities as defined in Chapter [20.855](#) VMC, Essential Public Facilities.

E. *Other use types.*

1. *Agriculture/Horticulture.* Open areas devoted to the raising of fruits, vegetable, nuts, nursery stock and/or flowers, including community gardens; may include on-site sales of products grown on the site. Excludes nurseries (see subsection [\(C\)\(4\)\(e\)](#) of this section, Outdoor Sales).
2. *Airports/Airparks.* Includes aircraft runways, landing strips and uses supporting airport operations such as control towers, hangars, and fuel storage facilities. Also includes uses incidental to airports such as aerial mapping; air cargo warehousing and distribution, airport pilot training schools; aircraft sales and repair; aviation clubs and museums; and public transportation transfer areas. Such a facility that has “regional” or “state-wide” significance is classified as an Essential Public Facility by the provisions of the Growth Management Act.
3. *Animal Kennel/Shelters.* Animal kennel and shelter facilities for the overnight boarding of dogs, cats and other domestic pets. Excludes dog day care (see subsection [\(E\)\(6\)](#) of this section, Dog Day Care); and veterinary clinics (see subsection [\(C\)\(6\)\(a\)](#) of this section, General Offices).
4. *Cemeteries.* Facilities for storing human remains. Accessory uses may include chapels, mortuaries, crematoria, mausoleums, administrative offices, maintenance facilities, and parking.
5. *Detention and Post-Detention Facilities.* Uses which have the characteristics of Group Living but are devoted to the housing, training and supervision of those under judicial detention. Examples include prisons; jails; probation centers; juvenile detention homes; and related post-incarceration and half-way houses. Such a facility that has regional or state-wide significance is classified as an Essential Public Facility by the provisions of the Growth Management Act.
6. *Dog Day Care.* Dog Day Care shall mean any premises containing four or more dogs, which are five months or older, where these domestic animals are dropped off and picked up daily for temporary care on site and where they may be groomed, trained, exercised, and socialized, but are not kept or boarded overnight, bred, sold or let for hire. Excludes Animal Kennel/Shelters (see subsection [\(E\)\(3\)](#) of this section, Animal Kennel/Shelters).

7. *Heliports*. Public or private facilities designed for the landing, departure, storage, and fueling of helicopters.
8. *Mining*. Uses that mine or extract mineral or aggregate resources from the ground for off-site use. Accessory uses may include storage, rock crushing, sorting, and transfer facilities.
9. *Rail Lines/Utility Corridors*. The regional corridors in public or private ownership dedicated for use by rail lines; above-grade or underground power or communication lines; water, sewer and storm sewer lines or similar services.
10. Temporary Uses
11. *Wireless Communication Facilities*. Includes publicly and privately owned towers and related transmitting equipment for television; FM/AM radio; cellular and two-way radio and microwave transmission; and related ancillary equipment buildings. Does not include radio/television transmission facilities that are part of the public safety network (see subsection [\(B\)\(7\)](#) of this section, Emergency Services). Does not include amateur (ham) radio antennas or towers. (Ord. M-4187 § 3, 12/05/2016; Ord. M-4103 § 4, 11/17/2014; Ord. M-4024 § 5, 09/10/2012; Ord. M-4002 § 4, 12/05/2011; Ord. M-3959 § 4, 07/19/2010; Ord. M-3931, Amended, 11/19/2009; Ord. M-3931 § 1, 11/02/2009; Ord. M-3922 § 3, 07/06/2009; Ord. M-3847 § 2, 11/19/2007; Ord. M-3832 § 2, 06/18/2007; Ord. M-3701 § 3, 05/02/2005; Ord. M-3663 § 3, 08/02/2004; Ord. M-3643, 01/26/2004)

The Vancouver Municipal Code is current through Ordinance M-4392, passed November 21, 2022.

Disclaimer: The city clerk's office has the official version of the Vancouver Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

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20.210.030 Exempt Activities.

A. *Exemptions.* Unless specified elsewhere in this title, the following development activities are exempt from the procedural requirements of this chapter:

1. Landscaping or landscape alterations, unless such landscaping or alterations would require a permit or approval pursuant to this title or modify or violate an approved plan, plat or a condition of approval of a prior permit. In such instance of modification, the permit shall be processed as a modification of the prior permit under Section [20.210.140](#) VMC, a plat alteration or other applicable procedure.
2. Normal or emergency repair or maintenance of public or private buildings, structures, landscaping or utilities.
3. A change of any legally-established use except if the change of use requires an increase in the number of parking spaces provided, requires a conditional use permit under Chapter [20.245](#), requires Type I or Type II site plan approval under Chapter [20.270](#) VMC, Site Plan Review, or is otherwise classified in this title as a Type I, II, III or IV action.
4. Building permits required pursuant to the City Adopted Building Code for construction not requiring a development application under Title [20](#).
5. On-site utility permits not obtained in conjunction with a specific development application, including but not limited to sewer hook-ups, water hook-ups, right-of-way permits, grading permits, and fire department permits.
6. Home occupation permits.
7. Sign permits.
8. Approval of escrow agreements/accounts.
9. All developments and buildings that are engaged in agriculture as defined in Chapter [20.160](#) VMC, Use Classifications.
10. Interior remodeling and tenant improvements unless site plan review is triggered under Section [20.270.020\(C\)](#) or [\(D\)](#).

11. Independent archaeological predeterminations or surveys not associated with a development application.

12. Short-Term Rental permits

B. *Other regulations apply.* Exemptions in (A) above are subject to all other applicable standards and requirements of the Vancouver Municipal Code. (Ord. M-3692 § 12, 02/28/2005; Ord. M-3643, 01/26/2004)

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20.410.030 Uses.

A. *Types of uses.* For the purposes of this chapter, there are four kinds of use:

1. A permitted (P) use is one that is permitted outright, subject to all of the applicable provisions of this title.
2. A limited (L) use is permitted outright providing it is in compliance with special requirements, exceptions or restrictions.
3. A conditional use (C) is a discretionary use reviewed through the process set forth in Chapters [20.245](#) and [20.210](#) VMC, governing conditional uses and decision-making procedures, respectively.
4. A prohibited use (X) is one that is not permitted in a zoning district under any circumstances.

B. *Use table.* A list of permitted, limited, conditional, and prohibited uses in low-density residential districts is presented in Table 20.410.030-1.

Table 20.410.030-1. Lower-Density Residential Districts Use Table

USE	R-2	R-4	R-6	R-9	R-17
RESIDENTIAL					
Household Living	P ¹	P ¹	P ¹	P ¹	P ¹
Group Living	P/X ¹	P/X ¹	P/X ¹	P/X ¹	P/X ¹
Home Occupation	L ²	L ²	L ²	L ²	L ²
Medical Center Residential	L ²³	L ²³	L ²³	L ²³	L ²³
Short-Term Rental	L²⁶	L²⁶	L²⁶	L²⁶	L²⁶
HOUSING TYPES					
Single Dwellings, Attached	L ¹⁸	L ¹⁸	L ¹⁸	L ¹⁸	L ¹⁸
Single Dwellings, Detached	P	P	P	P	P

USE	R-2	R-4	R-6	R-9	R-17
Accessory Dwelling Units	L ⁴	L ⁴	L ⁴	L ⁴	L ⁴
Duplexes ²²	L ²¹	L ²¹	L ²¹	L ²¹	L ²⁴
Multi-Dwelling Units	X	X	X	X	L ²⁴
Existing Manufactured Home Developments	L ⁵	L ⁵	L ⁵	L ⁵	L ⁵
Designated Manufactured Homes	L/X ¹⁹	L/X ¹⁹	L/X ¹⁹	L/X ¹⁹	L/X ¹⁹
New Manufactured Homes	L ²⁰	L ²⁰	L ²⁰	L ²⁰	L ²⁰
Cottage Cluster Housing	p ²⁵	p ²⁵	p ²⁵	p ²⁵	X
CIVIC (Institutional)					
Basic Utilities	C	C	C	C	C
Colleges	C	C	C	C	C
Community Centers	X	X	X	X	X
Community Recreation	C ⁶	C ⁶	C ⁶	C ⁶	C ⁶
Cultural Institutions	P/C ⁷	P/C ⁷	P/C ⁷	P/C ⁷	P/C ⁷
Day Care					
– Family Day Care Homes	p ⁸	p ⁸	p ⁸	p ⁸	p ⁸
– Child Care Centers	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹
– Adult Day Care	L/C/X ⁹	L/C/X ⁹	L/C/X ⁹	L/C/X ⁹	L/C/X ⁹
Emergency Services (except ambulance services)	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹
Ambulance Services	X	X	X	X	X
Medical Centers	X	X	X	X	X
Parks/Open Space					

USE	R-2	R-4	R-6	R-9	R-17
– Neighborhood Parks	P	P	P	P	P
– Community Parks	P	P	P	P	P
– Regional Parks	C	C	C	C	C
– Trails	P	P	P	P	P
Postal Service	C	C	C	C	C
Religious Institutions	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹
Schools	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹
Social/Fraternal Clubs	X	X	X	X	X
Transportation Facilities	C ¹²	C ¹²	C ¹²	C ¹²	C ¹²
COMMERCIAL					
Commercial and Transient Lodging	L/C/X ¹³	L/C/X ¹³	L/C/X ¹³	L/C/X ¹³	L/C/X ¹³
Eating/Drinking Establishments	X	X	X	X	X
Entertainment-Oriented					
– Adult Entertainment	X	X	X	X	X
– Indoor Entertainment	X	X	X	X	X
– Major Event Entertainment	X	X	X	X	X
General Retail					
– Sales-Oriented	C ¹⁴	C ¹⁴	C ¹⁴	C ¹⁴	C ¹⁴
– Personal Services	C ¹⁴	C ¹⁴	C ¹⁴	C ¹⁴	C ¹⁴
– Repair-Oriented	X	X	X	X	X
– Bulk Sales	X	X	X	X	X

USE	R-2	R-4	R-6	R-9	R-17
– Outdoor Sales	X	X	X	X	X
Motor Vehicle Related					
– Motor Vehicle Sales/Rental	X	X	X	X	X
– Motor Vehicle Servicing/Repair	X	X	X	X	X
– Vehicle Fuel Sales	X	X	X	X	X
– EV Basic Charging Stations (accessory only)	P	P	P	P	P
– EV Rapid Charging Stations (accessory only)	P	P	P	P	P
– EV Battery Exchange Stations	X	X	X	X	X
Offices					
– General	X	X	X	X	X
– Medical	X	X	X	X	X
– Extended	X	X	X	X	X
Nonaccessory Parking	X	X	X	X	X
Self-Service Storage	X	X	X	X	X
Marinas	C	C	C	C	C
INDUSTRIAL					
Industrial Services	X	X	X	X	X
Manufacturing and Production	X	X	X	X	X
Railroad Yards	X	X	X	X	X
Research and Development	X	X	X	X	X

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USE	R-2	R-4	R-6	R-9	R-17
Warehouses/Freight Movement	X	X	X	X	X
Wholesale Sales	X	X	X	X	X
Waste-Related	X	X	X	X	X
Major Utility Facilities	X	X	X	X	X
OTHER					
Agriculture/Horticulture	P	P	P	P	P
Airports/Airparks	X	X	X	X	X
Animal Kennels/Shelters	X	X	X	X	X
Cemeteries	C ¹⁵	C ¹⁵	C ¹⁵	C ¹⁵	C ¹⁵
Detention and Post-Detention Facilities	X	X	X	X	X
Dog Day Care	X	X	X	X	X
Heliports	X	X	X	X	X
Recreational or Medical Marijuana Facilities	X	X	X	X	X
Medical Marijuana Cooperatives	X	X	X	X	X
Mining	X	X	X	X	X
Rail Lines/Utility Corridors	P	P	P	P	P
Temporary Uses	L ¹⁶	L ¹⁶	L ¹⁶	L ¹⁶	L ¹⁶
Wireless Communication Facilities	L/C/X ¹⁷	L/C/X ¹⁷	L/C/X ¹⁷	L/C/X ¹⁷	L/C/X ¹⁷

1 Residential care homes, state or federally approved, with six or fewer residents and any required on-site residential staff permitted by right; all larger group living uses prohibited.

2 Subject to the provisions of Chapter [20.860](#) VMC, Home Occupations.

3 *Reserved for future use.*

4 Subject to the provisions of Chapter [20.810](#) VMC, Accessory Dwelling Units.

5 Subject to the provisions of Chapter [20.880](#) VMC, Manufactured Home Parks. Manufactured home developments established prior to July 1, 2005, are exempt from the standards of VMC [20.410.050\(F\)](#), Criteria for Placement of Manufactured Homes, and may continue to exist and expand within existing previously approved boundaries. An existing manufactured home in a development or subdivision may be replaced or may be relocated either to an approved manufactured home development or an approved manufactured home subdivision.

6 Subject to provisions in VMC [20.895.040](#), Community Recreation and Related Facilities.

7 Libraries only permitted outright; all other cultural institutions are conditional uses.

8 Family day care homes for no more than 12 children are permitted when licensed by the state.

9 Adult day care facilities for six or fewer adults allowed as limited uses subject to compliance with the development standards governing home occupations, per VMC [20.860.020\(B\)\(1\)](#) through [\(B\)\(7\)](#); facilities with seven to 12 adults allowed as conditional uses; and larger facilities are prohibited.

10 *Repealed by M-4289.*

11 Schools, religious institutions, government buildings, fire stations, child care centers, and emergency services facilities that meet all of the criteria contained in VMC [20.410.050\(D\)](#) are permitted by right; all others require conditional use approval. Child care centers permitted by right shall be consistent with Chapter [20.840](#) VMC, Child Care Centers, and be subject to Type II review pursuant to VMC [20.210.050](#).

12 Except bus, trolley and streetcar stops, including bus shelters, which are allowed by right.

13 One- and two-bedroom bed-and-breakfast facilities are permitted outright and three- to six-bedroom bed-and-breakfast facilities are allowed as conditional uses, with all bed-and-breakfast facilities subject to provisions of Chapter [20.830](#) VMC, Bed and Breakfast Establishments. No more than six bedrooms are allowed under any circumstances. All other commercial lodging is prohibited.

14 Retail commercial uses limited to 1,500 gsf per use to a maximum of 5,000 square feet in planned developments of 150 units or more. See VMC [20.260.020\(B\)\(1\)\(b\)\(2\)](#).

15 Subject to provisions in VMC [20.895.030](#).

16 Subject to provisions in Chapter [20.885](#) VMC, except sales of fireworks which are prohibited in residential zones.

17 Building-mounted antennas are allowed by conditional use on nonresidential buildings in single-family residential zones subject to requirements contained in Chapter [20.890](#) VMC, Wireless Communication Facilities.

18 Subject to VMC [20.260.020\(B\)\(1\)\(a\)\(2\)](#), planned development, VMC [20.910.050](#), Zero Lot Line Developments, and Chapter [20.920](#) VMC, Infill Development Standards.

19 A “designated manufactured home” is exempt from the development standards of VMC [20.410.050\(F\)](#) and may continue to exist and expand. An existing unit may be replaced or may be relocated either to an approved manufactured home development or an approved manufactured home subdivision. After July 1, 2005, only “new manufactured homes” that also meet the “designated manufactured home” criteria will be permitted on individual lots not part of an existing approved manufactured home development or manufactured home subdivision, except that a new manufactured home placed on an individual lot after July 1, 2005, may be relocated as permitted by this title if within five years of the date of the original placement.

20 Subject to VMC [20.410.050\(F\)](#), Development Standards – Criteria for Placement of Manufactured Homes.

21 Subject to Chapter [20.920](#) VMC, Infill Development Standards.

22 Existing duplexes built on lots meeting the minimum infill lot size standards of Table [20.920.060](#)-1 shall be considered conforming uses even if not part of an infill development.

23 Medical center residential uses, as defined in VMC [20.160.020](#), are permitted outright if approved through a public facilities master plan per VMC [20.680.040](#).

24 Two-family dwellings (duplexes), three-family, or four-family dwellings are permitted subject to density and development standards of the R-17 district.

25 Pursuant to Chapter [20.950](#) VMC, Cottage Cluster Housing.

[26 Subject to the provisions in Chapter 20.835 VMC, Short-Term Rentals](#)

(Ord. M-4377 § 2(a), 2022; Ord. M-4325 § 3, 2020; Ord. M-4289 § 4, 2019; Ord. M-4255 § 6, 2018; Ord. M-4254 § 3(BB), 2018; Ord. M-4187 § 5, 2016; Ord. M-4071 § 7, 2014; Ord. M-4066 § 5, 2013; Ord. M-4035 § 2, 2012; Ord. M-4034 § 10, 2012; Ord. M-4024 § 6, 2012; Ord. M-4002 § 5, 2011; Ord. M-3931 § 9, 2009; Ord. M-3922 § 19, 2009; Ord. M-3840 § 18, 2007; Ord. M-3709 § 4, 2005; Ord. M-3663 § 12, 2004; Ord. M-3643, 2004)

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20.420.030 Uses.

A. *Types of uses.* For the purposes of this chapter, there are four kinds of use:

1. A permitted (P) use is one that is permitted outright, subject to all of the applicable provisions of this title.
2. A limited (L) use is permitted outright providing it is in compliance with special requirements, exceptions or restrictions.
3. A conditional use (C) is a discretionary use reviewed through the process set forth in Chapters [20.245](#) and [20.210](#) VMC, governing conditional uses and decision-making procedures, respectively.
4. A prohibited use (X) is one that is not permitted in a zoning district under any circumstances.

B. *Use table.* A list of permitted, limited, conditional, and prohibited uses in higher-density residential zones is presented in Table 20.420.030-1.

Table 20.420.030-1. Higher-Density Districts Use Table

USE	R-18	R-22	R-30	R-35	R-50
RESIDENTIAL					
Household Living	P	P	P	P	P
Group Living	P	P	P	P	P
Home Occupations	L ³	L ³	L ³	L ³	L ³
Short-term rentals	L²⁶	L²⁶	L²⁶	L²⁶	L²⁶
HOUSING TYPES					
Single Dwelling Units, Attached	p ^{4, 25}	p ^{4, 25}	p ^{4, 25}	X	X
Single Dwelling Units, Detached	p ^{4, 25}	p ^{4, 25}	p ^{4, 25}	X ⁵	X ⁵

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USE	R-18	R-22	R-30	R-35	R-50
Accessory Dwelling Units	P ¹	P ¹	P ¹	P ¹	P ^{1, 24}
Duplexes	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴
Multi-Dwelling Units	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴
Manufactured Home Developments	L ⁷	L ⁷ /X	L ⁷ /X	L ⁷ /X	L ⁷ /X
Designated Manufactured Homes	L/X ²³	X	X	X	X
New Manufactured Homes	L ²³	X	X	X	X
CIVIC (Institutional)					
Basic Utilities	C	C	C	C	C
Colleges	C	C	C	C	C
Community Centers	C	C	C	C	C
Community Recreation	C ⁸	C ⁸	C ⁸	C ⁸	C ⁸
Cultural Institutions	P/C ⁹	P/C ⁹	P/C ⁹	P	P
Day Care					
- Family Day Care Homes	P/C ¹⁰	P/C ¹⁰	P/C ¹⁰	P/C ¹⁰	P/C ¹⁰
- Child Care Centers	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴
- Adult Day Care	P/C ¹¹	P/C ¹¹	P/C ¹¹	P/C ¹¹	P/C ¹¹
Emergency Services (except ambulance services)	C ¹²	C ¹²	C ¹²	C ¹²	C ¹²
Medical Centers	C	C	C	C	C
Parks/Open Space					
- Neighborhood Parks	P	P	P	P	P
- Community Parks	P	P	P	P	P

USE	R-18	R-22	R-30	R-35	R-50
- Regional Parks	C	P	P	P	P
- Trails	P	P	P	P	P
Postal Service	C	C	C	C	C
Religious Institutions	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴
Schools	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴
Social/Fraternal Clubs	C ⁶	C ⁶	C ⁶	C ⁶	C ⁶
Transportation Facilities	P/C ¹⁵	P/C ¹⁵	P/C ¹⁵	P/C ¹⁵	P/C ¹⁵
COMMERCIAL					
Commercial and Transient Lodging	L/X ¹⁶	L/X ¹⁶	L/X ¹⁶	L/X ¹⁶	L/X ¹⁶
Eating/Drinking Establishments	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X
Entertainment-Oriented					
- Adult Entertainment	X	X	X	X	X
- Indoor Entertainment	X	X	X	X	X
- Major Event Entertainment	X	X	X	X	X
General Retail					
- Sales-Oriented	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X
- Personal Services	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X
- Repair-Oriented	X	X	X	X	X
- Bulk Sales	X	X	X	X	X
- Outdoor Sales	X	X	X	X	X
Motor Vehicle Related					
- Motor Vehicle Sales/Rental	X	X	X	X	X

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USE	R-18	R-22	R-30	R-35	R-50
- Motor Vehicle Servicing/Repair	X	X	X	X	X
- Vehicle Fuel Sales	X	X	X	X	X
- EV Basic Charging Stations (accessory only)	P	P	P	P	P
- EV Rapid Charging Stations (accessory only)	P	P	P	P	P
- EV Battery Exchange Stations	X	X	X	X	X
Offices					
- General	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X
- Medical	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X
- Extended	X	X	X	X	X
Self-Service Storage	X	X	X	X	X
Nonaccessory Parking	X	X	X	X	X
INDUSTRIAL					
Industrial Services	X	X	X	X	X
Manufacturing and Production	X	X	X	X	X
Railroad Yards	X	X	X	X	X
Research and Development	X	X	X	X	X
Warehouses/Freight Movement	X	X	X	X	X
Wholesale Sales	X	X	X	X	X
Waste-Related	X	X	X	X	X

USE	R-18	R-22	R-30	R-35	R-50
Major Utility Facilities	X	X	X	X	X
OTHER					
Agriculture/Horticulture	P	P	P	P	P
Airports/Airparks	X	X	X	X	X
Animal Kennels/Shelters	X	X	X	X	X
Cemeteries	C ¹⁸	C ¹⁸	C ¹⁸	C ¹⁸	C ¹⁸
Detention & Post Detention Facilities	X	X	X	X	X
Dog Day Care	C ¹⁹	C ¹⁹	C ¹⁹	C ¹⁹	C ¹⁹
Heliports	X ²⁰	X ²⁰	X ²⁰	X ²⁰	X ²⁰
Recreational or Medical Marijuana Facilities	X	X	X	X	X
Medical Marijuana Cooperatives	X	X	X	X	X
Mining	X	X	X	X	X
Rail Lines/Utility Corridors	C	C	C	C	C
Basic Utilities	P	P	P	P	P
Temporary Uses	L ²¹	L ²¹	L ²¹	L ²¹	L ²¹
Wireless Communication Facilities	L/C/X ²²	L/C/X ²²	L/C/X ²²	L/C/X ²²	L/C/X ²²

1 Subject to the provisions of Chapter [20.810](#) VMC, Accessory Dwelling Units.

2 *The language for this footnote has been deleted.*

3 Subject to the provisions of Chapter [20.860](#) VMC, Home Occupations.

4 Provided the minimum required residential density is met, on an overall project basis.

5 Single-family dwelling units legally established prior to March 11, 2004, shall be considered permitted uses.

6 Subject to the provisions of VMC [20.895.040](#), Community Recreation and Related Facilities.

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7 Subject to the provisions of Chapter [20.880](#) VMC, Manufactured Home Parks. Manufactured home developments established prior to July 1, 2005, are exempt from the standards of VMC [20.420.050\(G\)](#), Criteria for Placement of Manufactured Homes, and may continue to exist and expand within existing previously approved boundaries. An existing manufactured home in a development or subdivision may be replaced or may be relocated either to an approved manufactured home development or an approved manufactured home subdivision. Manufactured home developments in the R-22, R-30, R-35 zones are allowed as a limited use (L) only as part of a Chapter [20.260](#) VMC planned development that meets overall minimum density standards for the applicable zone.

8 Subject to the additional provisions in VMC [20.895.040](#).

9 Libraries permitted only; all other cultural institutions are conditional uses.

10 Family day care homes for no more than 12 children are permitted when licensed by the state. Child care centers are permitted as conditional uses, subject to the provisions of Chapter [20.840](#) VMC, Child Care Centers, unless part of a planned development, in which case they are approved subject to Chapter [20.260](#) VMC. All child care facilities must be licensed by the state.

11 Adult day care facilities with 12 or fewer clients are permitted outright; larger facilities are permitted as conditional uses.

12 *The language for this footnote has been deleted.*

13 *Repealed by M-4289.*

14 Schools, child care centers, and religious institutions that meet all of the locational criteria contained in VMC [20.420.050\(F\)](#) are permitted by right; all others require conditional use approval. Child care centers permitted by right shall be consistent with Chapter [20.840](#) VMC, Child Care Centers, and be subject to Type II review pursuant to VMC [20.210.050](#).

15 Except bus, trolley and streetcar stops, including bus shelters, which are allowed by right.

16 Bed-and-breakfast establishments as limited uses subject to provisions of Chapter [20.830](#) VMC, Bed and Breakfast Establishments; all other commercial and transient lodging prohibited.

17 New commercial uses allowed as limited uses subject to special development restrictions in VMC [20.420.060](#). Existing commercial uses permitted if legally established prior to code effective date. However, alterations and expansions shall be subject to Chapter [20.245](#) VMC, Conditional Use Permits.

18 Subject to the provisions in VMC [20.895.030](#).

19 Subject to the provisions of Chapter [20.850](#) VMC, Dog Day Care.

20 Except as an accessory to a medical center.

21 Subject to provisions of Chapter [20.885](#) VMC, except sale of fireworks prohibited in residential zones.

22 Subject to the provisions of Chapter [20.890](#) VMC, Wireless Communication Facilities.

23 A “designated manufactured home” is exempt from the development standards of VMC [20.420.050\(G\)](#) and may continue to exist and expand. An existing unit may be replaced or may be relocated either to an approved manufactured home development or an approved manufactured home subdivision. After July 1, 2005, only “new manufactured homes” that also meet the “designated manufactured home” criteria will be permitted on individual lots not part of an existing approved manufacturing home development or manufactured home subdivision, except that a new manufactured home placed on an individual lot after July 1, 2005, may be relocated as permitted by this title if within five years of the date of the original placement.

24 Permitted only as existing nonconforming uses.

25 Subject to provisions in Chapter [20.410](#) VMC applying to the R-17 zoning district.

26 Subject to the provisions in Chapter 20.835 Short-Term Rentals

(Ord. M-4377 § 2(b), 2022; Ord. M-4289 § 4, 2019; Ord. M-4255 § 7, 2018; Ord. M-4254 § 3(CC), 2018; Ord. M-4223 § 4, 2017; Ord. M-4187 § 6, 2016; Ord. M-4105 § 3, 2014; Ord. M-4071 § 8, 2014; Ord. M-4066 § 5, 2013; Ord. M-4035 § 3, 2012; Ord. M-4024 § 7, 2012; Ord. M-4002 § 6, 2011; Ord. M-3959 § 25, 2010; Ord. M-3931 § 12, 2009; Ord. M-3840 § 20, 2007; Ord. M-3730 § 13, 2005; Ord. M-3709 § 7, 2005; Ord. M-3701 § 15, 2005; Ord. M-3663 § 15, 2004; Ord. M-3643, 2004)

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20.430.030 Uses.

A. *Types of uses.* For the purposes of this chapter, there are four kinds of use:

1. A permitted (P) use is one that is permitted outright, subject to all of the applicable provisions of this title.
2. A limited (L) use is permitted outright providing it is in compliance with special requirements, exceptions or restrictions.
3. A conditional use (C) is a discretionary use reviewed through the process set forth in Chapters [20.245](#) and [20.210](#) VMC, governing conditional uses and decision-making procedures, respectively.
4. A prohibited use (X) is one that is not permitted in a zoning district under any circumstances.

B. *Use table.* A list of permitted, limited, conditional, and prohibited uses in the commercial and mixed use zones is presented in Table 20.430.030-1.

Table 20.430.030-1. Commercial and Mixed-Use Districts Use Table

USE	CN	CC	CG	CX	WX	CPX ¹	MX ²	RGX ⁴⁴	HX ⁵¹
RESIDENTIAL									
Household Living	L ⁴	L ^{4,8}	L ^{4,8}	L ^{42,8}	L ^{5,8}		P ^{6,8}	P ⁸	P ⁸
Group Living	P/C ⁷	P/C ⁷	P/C ⁷	P/C ⁷	P/C ⁷		P ⁶	P	P
Home Occupation	L ¹⁰	L ¹⁰	L ¹⁰	L ¹⁰	L ¹⁰		L ¹⁰	L ¹⁰	L ¹⁰
Short-Term Rentals	L⁵⁵	L⁵⁵	L⁵⁵	L⁵⁵	L⁵⁵		L⁵⁵	L⁵⁵	L⁵⁵
HOUSING TYPES									
Single Dwelling Units, Attached	L ⁴	L ⁴	L ⁴	L ⁴²	L ⁴		P ⁶	P	L ⁴
Single Dwelling Units, Detached	X	X	X	X	X		P ⁶	P	X

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USE	CN	CC	CG	CX	WX	CPX ¹	MX ²	RGX ⁴⁴	HX ⁵¹
Accessory Dwelling Units	X	X	X	X	X		P ⁶	P	P
Duplexes	L ⁴	L ⁴	L ⁴	L ⁴²	L ⁴		P ⁶	P	X
Multi-Dwelling Units	L ⁴	L ⁴	L ⁴	L ⁴²	L ⁴		P ⁶	P	L ⁴
Existing Manufactured Home Development	X	X	X	X	X		X	X	X
Designated Manufactured Home	X	X	X	X	X		X	X	X
New Manufactured Home	X	X	X	X	X		X	X	X
Affordable Housing Projects	X	L ⁸	L ⁸	L ⁸	L ⁸	L ⁸	L ⁸	L ⁸	P
CIVIC (Institutional)									
Basic Utilities	C	C	C	P	C		C	C	C
Colleges	X	C	C	P	C		P	P	P
Community Centers	X	C	C	C	C		C	C	C
Community Recreation	X	L ¹¹	L ¹¹	L ¹¹	L ¹¹		L ¹¹	L ¹¹	L ¹¹
Cultural Institutions	L ¹⁹	P	P	P	P		P	P	P
Day Care									
- Family Day Care Home	P/L ¹³	P/L ¹³	P/L ¹³	P/L ¹³	P/L ¹³		P/L ¹³	P/L ¹³	P/L ¹³
- Child Care Center	L ¹³	L ¹³	L ¹³	L ¹³	L ¹³		P/L ¹³	P/L ¹³	P/L ¹³
- Adult Day Care	P/C ¹⁴	P	P	P	P		P	P	P
Emergency Services	X	C	P	P	C		P	P	P
Medical Centers	X	C	C	P	C		C	P	C

USE	CN	CC	CG	CX	WX	CPX ¹	MX ²	RGX ⁴⁴	HX ⁵¹
Parks/Open Space									
- Neighborhood Parks	P	P	P	P	P		P	P	P
- Community Parks	P	P	P	P	P		P	P	P
- Regional Parks	X	P	P	P	P		P	P	P
- Trails	P	P	P	P	P		P	P	P
Postal Service	L ¹⁹	P	P	P	P		P	P	P
Religious Institutions	X	P	P	P	C		P	P	P
Schools (not truck driving schools)	C	P	P	P	P		P	P	P
Social/Fraternal Clubs	C	L ¹¹	L ¹¹	L ¹¹	L ¹¹		L ¹¹	L ¹¹	L ¹¹
Transportation Facility	P	P	P	P	P		P	P	P
Park & Ride Facilities									
- Surface	X	L ⁴⁸	L ⁴⁸	X	X	X	X	X	X
- Structure	X	L ⁴⁸	L ⁴⁸	L ⁴⁸	L ⁴⁸	L ⁴⁸	L ⁴⁸	X	L ⁴⁸
COMMERCIAL									
Commercial and Transient Lodging	X	C	P	P	L ¹⁸ /C		L ¹⁸ /C	P	L ¹⁸ /C
Eating/Drinking Establishments	L ^{19/20}	P	P	P	P		P	P	P
Entertainment-Oriented									
- Adult Entertainment	X	X	L ²³	X	X		X	X	X
- Indoor Entertainment	X	P/L ²⁴	P/L ²⁴	P/L ²⁴	P/L ²⁴		P/L ²⁴	P/L ²⁴	P/L ²⁴
- Major Event Entertainment	X	X	P	P	C		C	X	C

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USE	CN	CC	CG	CX	WX	CPX ¹	MX ²	RGX ⁴⁴	HX ⁵¹
General Retail									
- Sales-Oriented	L ¹⁹	P	P	P ²⁵	P		P	P ^{25, 46}	P
- Personal Services	L ¹⁹	P	P	P	P		P	P	P
- Repair-Oriented	X	P	P	P	X		P	P	P
- Bulk Sales	X	P	P	P	X		P	C/P ⁵³	P
- Outdoor Sales	X	C	P/L ²⁶	P/L ²⁶	X		P/L ²⁶	X	P/L ²⁶
Artisan and Specialty Goods Production	X	L ⁴⁰	L ⁴⁰	L ⁴⁰	X		X	X	L ^{40,52}
Motor Vehicle Related									
- Motor Vehicle Sales/Rental	X	L ²⁷	P	P	X		C ²⁷	X, L ⁴⁵	X
- Motor Vehicle Servicing/Repair (entirely indoors)	X	L ²⁸	L ²⁸	L ²⁸	X		C ²⁸	X	X
- Vehicle Fuel Sales	X	L ²⁸	L ²⁸	L ²⁸	C		C ²⁸	X	X
- EV Basic Charging Stations (accessory and standalone)	P	P	P	P	P		P	P	P
- EV Rapid Charging Stations (accessory and standalone)	P	P	P	P	P		P	P	P
-EV Battery Exchange Stations	X	P	P	P	X		X	P	X
Office									
- General	L ¹⁹	P	P	P	P		P	P	P
- Medical	L ¹⁹	P	P	P	P		P	P	P
- Extended	X	P	P	P	X		X	P	X

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USE	CN	CC	CG	CX	WX	CPX ¹	MX ²	RGX ⁴⁴	HX ⁵¹
Marina (See also Chapter 20.760 VMC)	X	P	P	P	P		P	X	P
Non-Accessory Parking	X	C	C	C ⁴³	C		C	C ⁴³	X
Self-Service Storage	X	P ^{3, 50}	P ⁵⁰	X	X		X	X	X
INDUSTRIAL									
Industrial Services	X	C	C	X	X		X	C/P ⁵⁴	X
Manufacturing and Production	X	C/X ³⁰	P/X ³¹	P/X ⁴¹	X		C/X ³²	P ⁴¹	C/X ³²
Railroad Yards	X	X	X	X	X	X	X	X	X
Research and Development	X	X	P	C	C		C	P	C
Warehouse/Freight Movement	X	X	X	X	X		X	X	X
Waste-Related	X	X	P ⁴⁷	X	X		X	X	X
Wholesale Sales	X	X	C	C	X		X	X	X
Major Utility Facilities	X	X	X	X	X		X	X	X
OTHER									
Agriculture/Horticulture	X	X	X	X	X		X	X	X
Airport/Airpark	X	X	X	X	X		X	X	X
Animal Kennel/Shelters	X	L ³³	L ³³	X	X		X	X	X
Cemeteries	X	C ³⁴	P ³⁴	C ³⁴	X		C ³⁴	X	C ³⁴
Detention & Post Detention Facilities	X	X	C/X ³⁵	C/X ³⁵	X		X	X	X
Dog Day Care	L ³⁶	L ³⁶	L ³⁶	L ³⁶	L ³⁶		L ³⁶	L ³⁶	L ³⁶
Heliports	X	X	X	C ³⁷	C ³⁷		C ³⁷	C ³⁷	C ³⁷

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USE	CN	CC	CG	CX	WX	CPX ¹	MX ²	RGX ⁴⁴	HX ⁵¹
Medical Marijuana Cooperatives	X	X	X	X	X		X	X	X
Recreational Marijuana, Production or Processing	X	X	X	X	X		X	X	X
Recreational Marijuana Retail	X	L ⁴⁹	L ⁴⁹	X	X		X	X	L ⁴⁹
Mining	X	X	X	X	X		X	C	X
Rail Lines/Utility Corridors	C	P	P	P	C		C	P	C
Temporary Uses	L ²⁶	L ²⁶	L ²⁶	L ²⁶	L ²⁶		L ²⁶	L ²⁶	L ²⁶
Wireless Communication Facilities	X	L/C/X ³⁹	L/C/X ³⁹	L/C/X ³⁹	L/C/X ³⁹		L/C/X ³⁹	L/C/X ³⁹	L/C/X ³⁹

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\(C\)\(10\)](#).

41 Printing, 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.

42 Ground floor residential is allowed within the CX zone with the exception of properties fronting Main Street between Sixth Street and Mill Plain.

43 Parking structures are permitted outright.

44 Allowed subject to provisions of Riverview Gateway Plan District Standards, Chapter [20.680](#) VMC, and associated Master Plan adopted for the area of proposed development.

45 Motor vehicle rental permitted where ancillary to another use.

46 Retail 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.

47 Neighborhood 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.

48 See VMC [20.430.040\(E\)](#), Park and Ride Facility Development Standards.

49 Subject to Chapter [20.884](#) VMC.

50 Subject to requirements and standards within the Miscellaneous Special Use Standards for Self-Service Storage, pursuant to VMC [20.895.100](#).

51 Allowed subject to the provisions of the Heights District Plan standards, Chapter [20.670](#) VMC.

52 Permitted in the HX Plan district where commercial uses are permitted.

53 Bulk 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.

54 Building, 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).

55 Subject to the provisions in Chapter 20.835 Short-Term Rentals

(Ord. M-4374 § 2, 2022; Ord. M-4341 § 3 (Exh. B), 2021; Ord. M-4289 § 4, 2019; Ord. M-4288 § 4, 2019; Ord. M-4255 § 8, 2018; Ord. M-4254 § 3(DD), 2018; Ord. M-4187 § 7, 2016; ACM dated 1/7/2016; Ord. M-4147 § 4, 2015; Ord. M-4071 § 4, 2014; Ord. M-4035 § 4, 2012; Ord. M-4034 § 13, 2012; Ord. M-4024 § 8, 2012; Ord. M-4002 § 7, 2011; Ord. M-4002 § 7, 2011; Ord. M-3959 § 26, 2010; Ord. M-3931 § 16, 2009; Ord. M-3922 § 22, 2009; Ord. M-3911 § 5, 2009; Ord. M-3891 § 5, 2008; Ord. M-3865 § 3, 2008; Ord. M-3840 § 22, 2007; Ord. M-3832 § 6, 2007; Ord. M-3730 § 19, 2005; Ord. M-3709 § 9, 2005; Ord. M-3701 § 17, 2005; Ord. M-3698 § 5, 2005; Ord. M-3667 § 3, 2004; Ord. M-3663 § 17, 2004; Ord. M-3643, 2004)

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20.440.030 Uses.

A. *Types of uses.* For the purposes of this chapter, there are four kinds of use:

1. A permitted (P) use is one that is permitted outright, subject to all of the applicable provisions of this title.
2. A limited (L) use is permitted outright providing it is in compliance with special requirements, exceptions or restrictions.
3. A conditional use (C) is a discretionary use reviewed through the process set forth in Chapters [20.245](#) and [20.210](#) VMC, governing conditional uses and decision-making procedures, respectively.
4. A prohibited use (X) is one that is not permitted in a zoning district under any circumstances.
5. Uses may also be subject to restrictions and standards set forth in the Water Resource Protection Ordinance (VMC Title [14](#)).

B. *Use table.* A list of permitted, limited, conditional, and prohibited uses in the industrial zoning districts is shown in Table 20.440.030-1.

Table 20.440.030-1. Industrial Zoning Districts Use Table

USE	OCI ²⁰	IL ¹	IH	ECX ²⁷
RESIDENTIAL				
Household Living	L ²	L ²	L ²	L ²⁸
Group Living	P ²¹ /X	X	X	P ²¹ /X
Home Occupation	L ³	L ³	L ³	L ³
Short-Term Rentals	L³⁷	X	X	L³⁷
HOUSING TYPES				
Single Dwelling, Attached	L ²	X	X	L ²⁸

USE	OCI ²⁰	IL ¹	IH	ECX ²⁷
Single Dwelling, Detached	X	X	X	X
Accessory Dwelling Units	X	X	X	X
Duplexes	L ²	X	X	L ²⁸
Multi-Dwelling Units	L ²	X	X	L ²⁸
Existing Manufactured Home Developments	X	X	X	X
Designated Manufactured	X	X	X	X
New Manufactured Homes	X	X	X	X
CIVIC (Institutional)				
Basic Utilities	P	P	P	P
Colleges	X	X	X	C
Community Centers	P	X	P	P
Community Recreation	L ²⁴	P	X	L ²⁴
Cultural Institutions	X	P	X	P
Day Care				
- Child Care Center	L ⁴	L ⁴	X	L ⁴
- Adult Day Care	P	P	X	P
Emergency Services (except ambulance services)	P	P	P	P
Medical Centers	C	X	X	P
Parks/Open Space				
- Neighborhood Parks	P	P	P	P
- Community Parks	P	P	P	P
- Regional Parks	C	C	C	C

USE	OCI ²⁰	IL ¹	IH	ECX ²⁷
- Trails	P	P	P	P
Postal Service	X	P	P	X
Religious Institutions	X	X	X	X
Schools	X	X	X	X
Social/Fraternal Clubs	X	X	X	X
Transportation Facility	P/X ²⁶	P	P	P/X ²⁶
Park and Ride Facilities				
Surface	X	L ³¹	L ³¹	X
Structure	L ³¹	L ³¹	L ³¹	L ³¹
COMMERCIAL				
Commercial and Transient Lodging	X	X	X	P
Eating/Drinking Establishments	L	L ⁵	L ⁵	L ⁶
Entertainment-Oriented				
- Adult Entertainment	X	L ⁷	L ⁷	X
- Indoor Entertainment	X	X	X	X
- Major Event Entertainment	X	X	X	X
Artisan Small Scale Manufacturing	X	X	X	P
General Retail				
- Sales-Oriented	L	L ⁶	L/C ⁶	L ⁶
- Personal Services	L	L ⁶	X	L ⁶
- Repair-Oriented	L	L ⁶	X	L ⁶
- Bulk Sales	X	X	X	X

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USE	OCI ²⁰	IL ¹	IH	ECX ²⁷
- Outdoor Sales	X	X	P	X
Motor Vehicle Related				
- Motor Vehicle Sales/Rental	X	X	X	X
- Motor Vehicle Servicing/Repair	X	L ⁸	L ⁸	X
- Vehicle Fuel Sales	X	X	L ⁸	L ^{8, 29}
- EV Basic Charging Stations (accessory and stand-alone)	P	P	P	P
- EV Rapid Charging Stations (accessory and stand-alone)	P	P	P	P
- EV Battery Exchange Stations	P	P	X	P
Office				
- General	P	P	L/C ⁹	P
- Medical	P	P	X	P
- Extended	P	P	X	P
Marina (See also Chapter 20.760 VMC)	X	C	X	X
Nonaccessory Parking	C ¹⁰	L ¹⁰ /X	X	L ³⁰
Self-Service Storage	P ³⁵	P ³⁵	X	X
INDUSTRIAL				
Industrial Services	P	P	P	P
Manufacturing and Production	P	P ¹¹	P ¹¹	P
Railroad Yards	X	X	P	X
Bulk Crude Oil Storage and Handling Facilities	X ³⁴	X ³⁴	X ³⁴	X ³⁴
Petroleum/Oil Refineries	X	X	X	X

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USE	OCI ²⁰	IL ¹	IH	ECX ²⁷
Research and Development	P	P	C	P
Warehouse/Freight Movement	X	L ¹²	P	X
Waste-Related	X	X	P ²² /X	X
Wholesale Sales	P	L ¹²	X	X
Major Utility Facilities	X	X/P ³²	L ³³	X
OTHER				
Agriculture/Horticulture	X	P	P	X
Airport/Airpark	X	L ¹⁹	P	X
Animal Kennel/Shelters	X	L ¹⁷	L ¹⁷	X
Cemeteries	X	X	C	X
Detention and Post Detention Facilities	X	C/X ¹³	C ¹⁴	X
Dog Day Care	L ¹⁵	L ¹⁵	L ¹⁵	L ¹⁵
Heliports	C	C	C	C
Medical Marijuana Cooperatives	X	X	X	X
Recreational Marijuana Retail	X	X	X	X
Recreational Marijuana Growing or Processing	X	L ³⁶	L ³⁶	X
Mining	C ¹⁸	C ¹⁸	C ¹⁸	C ¹⁸
Rail Lines/Utility Corridors	P/X ²³	P	P	P/X ²³
Wireless Communication Facilities	L ¹⁶	L ¹⁶	L ¹⁶	L ¹⁶

¹ Due to the unique character and combination of uses in the Columbia Business Center area, uses existing prior to March 11, 2004, on parcels zoned IL in the Columbia Business Center may be altered, expanded or replaced regardless of use limitations in Table 20.440.030-1.

- 2** In the OCI zone, multifamily housing allowed above ground floor only as specified by VMC [20.430.060\(B\)\(2\)](#). In all industrial zones, one caretaker residence permitted per use.
- 3** Subject to the conditions in Chapter [20.860](#) VMC, Home Occupations.
- 4** Child care centers allowed as a Limited (L) use, subject to a Type II procedure. Child care centers are permitted in order to provide service for those employees working in the IL district, subject to provisions in Chapter [20.840](#) VMC, Child Care Centers.
- 5** If within an industrial building, these uses shall consume no more than 10 percent of the building's total gross square footage. If freestanding, they shall be considered together with the rest of the project and shall consume no more than 10 percent of the site's total gross square footage.
- 6** These limited uses, separately or in combination, may not exceed 20 percent of the entire building square footage within a development complex. No retail uses shall exceed 40,000 gross square feet (gsf) per building or business; retail uses greater than 40,000 gsf but less than 60,000 gsf require conditional use review.
- 7** Subject to provisions in Chapter [20.820](#) VMC, Adult Entertainment.
- 8** Subject to provisions in VMC [20.895.070](#), Motor Vehicle Fuel Sales and Repair.
- 9** Offices not accessory to a permitted use may not exceed 40,000 gsf; offices greater than 40,000 gsf but less than 60,000 gsf require conditional use review.
- 10** In the OCI zone, nonaccessory surface parking is conditionally permitted on brownfields where subsurface environmental constraints effectively preclude other uses, provided such development complies with applicable local, state and federal environmental standards. In the IL zone, nonaccessory surface parking is permitted, and nonaccessory structured parking is prohibited. In the ECX zone, nonaccessory structural parking only shall be permitted.
- 11** Electroplating and related uses not permitted.
- 12** Permitted as limited use provided all activities, except outdoor storage of materials, are wholly contained within building(s).
- 13** Secure Community Transition Facilities as per Chapter [20.150](#) VMC are prohibited.
- 14** In addition to other detention and post-detention facilities, Secure Community Transition Facilities are allowed by conditional use permit, subject to criteria set forth in VMC [20.855.020\(B\)\(6\)\(a\)](#).
- 15** Subject to provisions in Chapter [20.850](#) VMC, Dog Day Care.
- 16** Subject to requirements in Chapter [20.890](#) VMC, Wireless Telecommunications Facilities.
- 17** Subject to provisions in VMC [20.895.020](#), Kennels/Shelters.
- 18** Surface mining is only allowed by conditional use on sites of 20 acres or larger which are adjacent to existing mining operations. Reclamation activity for existing mining operations approved by the Washington State Department of Natural Resources is a permitted use in any nonresidential zoning district.

- 19** Allow airport/airpark related activities such as hangars, air cargo, and warehousing, pilot schools, aircraft sales and repairs, aviation clubs, and museum in the Light Industrial District (IL). New airports/airparks are prohibited.
- 20** All uses locating the OCI zone shall comply with the special use limitations of VMC [20.440.040\(C\)](#) and [20.440.050\(A\)](#). Development agreements in existence on the effective date of the ordinance codified in this section shall control the uses and development standards of the affected properties. In order to protect the investments made in reliance upon such agreements, improvements made or site plans approved consistent with these agreements shall not be deemed nonconforming.
- 21** Existing legally established group living uses are permitted. New group living is prohibited.
- 22** Ten-day hazardous waste handling and transfer facilities, excluding facilities handling radioactive or high explosive materials, are allowed, provided such facilities: (a) do not repackage waste (except as necessary to address damaged or improper packaging); (b) are located at least 200 feet from any residential zoning district; and (c) do not store hazardous wastes (except for “universal wastes,” as that term is defined in Code of Federal Regulations, Title [40](#), Part 273) for more than 10 days.
- 23** Prohibited within 200 feet of a residential zone.
- 24** Subject to provisions of VMC [20.895.040](#), Community Recreation and Related Facilities.
- 25** The language for this footnote has been deleted.
- 26** Transportation facilities are permitted except for large or land-intensive facilities such as water taxi and ferry stations.
- 27** All uses locating in the ECX zone shall comply with Chapter [20.690](#) VMC, Section 30 Employment Center Plan District. Development agreements in existence on the effective date of this ordinance shall control the uses and development standards of the affected properties, unless property owners choose differently as provided under VMC [20.690.030](#). In order to protect the investments made in reliance upon such agreements, improvements made or site plans approved consistent with these agreements shall not be deemed nonconforming.
- 28** In the ECX zone, multi-family housing is allowed above ground floor only; and one caretaker residence permitted per use.
- 29** Vehicle fuel sales is limited to one operation within the Section 30 Plan District
- 30** The language for this footnote has been deleted.
- 31** See VMC [20.430.040\(E\)](#), Park and Ride Facility Development Standards.
- 32** Major Utility Facilities are prohibited with the exception that sewer treatment plants and lagoons are allowed outright.

33 Biomass and coal energy generating plants are prohibited on Heavy Industrial zoned properties within the Vancouver City Center Subarea and Hough Neighborhood Association boundaries located west of Lincoln Street and east of the Burlington Northern Santa Fe Railroad tracks.

34 Existing bulk crude oil storage facilities including vested projects as of July 18, 2016, are prohibited to expand the amount of crude oil storage.

35 Subject to requirements and standards within the Miscellaneous Special Use Standards for Self-Service Storage, pursuant to VMC [20.895.100](#).

36 Subject to compliance with Chapter [20.884](#) VMC, Marijuana Businesses.

37 Subject to the provisions contained in Chapter 20.835 VMC, Short Term Rentals

(Ord. M-4354 § 3(G), 2021; Ord. M-4325 § 3, 2020; Ord. M-4289 § 4, 2019; Ord. M-4288 § 5, 2019; Ord. M-4255 § 9, 2018; Ord. M-4254 § 3(FF), 2018; Ord. M-4187 § 8, 2016; Ord. M-4170 §§ 3, 4, 2016; Ord. M-4147, 2015; Ord. M-4071 § 5, 2014; Ord. M-4057 § 2, 2013; Ord. M-4035 § 5, 2012; Ord. M-4034 § 15, 2012; Ord. M-4024 § 9, 2012; Ord. M-4002 § 8, 2011; Ord. M-3959 § 28, 2010; Ord. M-3931 § 16, 2009; Ord. M-3930 § 7, 2009; Ord. M-3922 § 25, 2009)

Code reviser's note: Ord. M-4147, Amended, 12/07/2015, Effective 01/07/2016 AMC Correction; ACM, Amended, 12/02/2009, Renumber footnote 31; ACM M-3874, Amended, 03/19/2008, Footnote 22 was changed. Deleted other references.

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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	2023 Fees
1.	Address Changes	\$570.00
2.	Airport Height Combining District	\$812.00
3.	Appeals (to Hearing Examiner, Planning Commission, or City Council)	
A.	Filed by a recognized city neighborhood association	\$173.00
B.	Involving an individual single-family or duplex lot	\$800.00
C.	All other (see SEPA fees for SEPA procedural appeal fee)	\$2,286.00
4.	Archaeological Review	
A.	Predeterminations	
1.	Base fee	\$744.00

Section	Activity	2023 Fees
2.	Plus fee per acre for each acre more than five	\$126.00
B.	Surveys and other special studies	Cost recovery ²
5.	Binding Site Plan	
A.	Conceptual – Requiring subsequent site plan review	
1.	Same as comparable 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
2.	Plus ½ comparable site plan review	See site plan review
6.	Boundary Line Adjustments	
	Base fee	\$1,200.00
	Plus fee per lot for each additional lot more than two	\$389.00
7.	Comprehensive Plan Amendments	\$15,774.00

Section	Activity	2023 Fees
	(includes rezone in conjunction with plan amendment)	
8.	Conditional Use Permit	
A.	Initial (community centers, group meal service, shelters)	\$1,716.00
B.	Initial (all others)	\$9,662.00
C.	Major modification, Type III	\$1,716.00
D.	Minor modification, Type I	\$389.00
9.	Continuance of Public Hearing	
A.	Initiated by applicant after public notice is mailed	\$2,286.00
B.	Resulting from inadequate information provided by the applicant. Does not apply in cases where new information is presented at the hearing by staff or other parties.	\$2,286.00
C.	Hearing examiner reconsideration request	\$2,286.00
10.	Covenant Release – Full and Partial	\$10,173.00
11.	Critical Areas Permit	

Section	Activity	2023 Fees
A.	Single-family and duplex lots (fee per applicable critical area)	
1.	Fish and wildlife habitat areas	\$1,716.00
2.	Frequently flooded areas	\$344.00
3.	Geologic hazard areas	\$344.00
4.	Wetland areas	\$1,716.00
B.	All others (fee per applicable critical area)	
1.	Fish and wildlife habitat areas	\$3,431.00
2.	Frequently flooded areas	\$787.00
3.	Geologic hazard areas	\$787.00
4.	Wetland areas	\$3,431.00
C.	Minor exception request	
1.	Single-family and duplex lots	\$787.00
2.	All others	\$822.00
D.	Reasonable use request	

Section	Activity	2023 Fees
1.	Single-family and duplex lots	\$5,031.00
2.	All others	\$10,006.00
E.	Digitizing critical areas geographic information	Cost recovery ²
12.	Design Review (Downtown)	
A.	Minor exterior reviews only	\$687.00
B.	All others, including new buildings	\$2,286.00
13.	Development Agreement	
A.	Initial	\$7,691.00
B.	Modification	\$3,525.00
C.	Extension	\$654.00
14.	Extension of Preliminary Approval	\$800.00
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
B.	51 to 100 c.y. or greater than 1 foot in depth	\$149.00

Section	Activity	2023 Fees
C.	101 to 500 c.y.	
1.	Base fee	\$301.00
2.	Plus fee per 100 c.y. (or fraction thereof) above 500 c.y.	\$21.00 (Note: Maximum total grading and erosion control fee shall be \$407.00)
D.	Fees resulting from work in progress without a permit	2 × regular fee
16.	Home Occupation	
A.	General	\$227.00
B.	Penalty – When application is received after code enforcement action has been initiated	2 × regular fee
17.	Impact Fee Deferral for Single-Family Housing (administrative fee per lot)	\$717.00
18.	Joint Use Parking Agreement	\$1,286.00

Section	Activity	2023 Fees
19.	Land Use Permit (single-family residential; sheds; decks; driveways; fences, etc.)	\$60.00
20.	Lot Determination	
A.	Base fee (one to two lots)	\$2,505.00
B.	Plus per-lot fee over two	\$800.00
21.	Master Plan²	
A.	Conceptual (requiring subsequent site plan review)	\$8,887.00
B.	Detailed (not requiring subsequent site plan review)	\$8,887.00 plus ½ applicable site plan review fee
C.	Hybrid (conceptual approval for overall site, plus partial detailed approval)	\$8,887.00 plus ½ applicable site plan review fee for area for which detailed approval is sought
22.	Planned Development	

Section	Activity	2023 Fees
A.	Residential	
1.	Base fee	\$2,779.00
2.	Plus fee per unit	\$126.00
3.	Minimum: Maximum: Subdivision fee reduced by ½ when filed simultaneously.	Min. – \$3,974.00 Max. – \$17,971.00
B.	Nonresidential	
1.	Base fee	\$2,743.00
2.	Plus fee per sq. ft. – Ground floor	\$0.70
3.	Plus fee per sq. ft. – Upper floors	\$0.32
4.	Minimum: Maximum:	Min. – \$4,082.00 Max. – \$26,865.00
C.	Mixed	
1.	Base fee	\$2,743.00

Section	Activity	2023 Fees
2.	Plus fee per sq. ft. – Ground floor	\$0.70
3.	Plus fee per sq. ft. – Upper floors	\$0.32
4.	Minimum: Maximum: No rezone fee. Subdivision reduced by ½ when filed simultaneously.	Min. – \$4,082.00 Max. – \$27,051.00
23.	Planning Official Review	
A.	Temporary use	
1.	Seasonal or special event	\$111.00
2.	Temporary sales office, model home, or unforeseen emergency	\$337.00
3.	Temporary use in a commercial or industrial district	\$1,578.00
B.	Similar use determination or other	\$1,578.00
24.	Plat Alteration	\$7,385.00
25.	Post-Decision Reviews	

Section	Activity	2023 Fees
A.	Post-decision review – Type I	\$389.00
B.	Post-decision review – Type II	\$1,094.00
C.	Post-decision review – Type III	\$1,716.00
26.	Preapplication Conference Process	
A.	Preapplication conference request – Single-family and duplex lots	\$344.00
B.	Preapplication conference request - All others	\$1,211.00
C.	Preapplication waiver request	\$173.00
27.	Zoning Verification Letter (authorizes replacement of destroyed structure)	\$261.00
28.	Reporting (misc. application and permit information)	Cost recovery ²
29.	SEPA Checklist (Environmental Review)	
A.	Grading permit	
1.	Single-family and duplex lots	\$151.00
2.	All other	

Section	Activity	2023 Fees
a.	Base fee	\$1,121.00
b.	Plus fee per acre of land disturbed by the project	\$21.00
B.	Subdivision or planned development	
a.	Base fee	\$915.00
b.	Plus fee per acre of land disturbed by the project	\$10.45
C.	Site plan review – Residential	
a.	Base fee per unit up to five units	\$227.00
b.	Plus fee per unit more than five	\$23.00
D.	Nonprojects (including rezone and annual review applications)	\$2,515.00
E.	All other reviews	
a.	Base fee	\$1,830.00
b.	Plus fee per acre of land disturbed by the project	\$61.00

Section	Activity	2023 Fees
F.	SEPA procedural appeal (See “Appeals – All others” for substantive SEPA appeal fee)	\$148.00
G.	Environmental impact statement (EIS) review	Cost recovery ²
30.	Shoreline Permits	
A.	Shoreline substantial development permit	\$8,001.00
B.	Shoreline conditional use permit	\$8,802.00
C.	Shoreline variance request	\$8,802.00
31.	Short Subdivisions	
A.	Preliminary (nine lots or fewer) plats	\$7,773.00
B.	Final plat check	\$2,641.00
<u>32.</u>	<u>Short-Term Rentals</u>	<u>\$250.00</u>
<u>32-33.</u>	Signs – All Except Sandwich Board Signs	\$389.00
<u>33-34.</u>	Site Plan Review (Type I)	
A.	Residential	\$337.00
B.	Nonresidential	\$1,578.00

Section	Activity	2023 Fees
C.	Qualifying planned action	Same as Type II site plan review fees
34-35.	Site Plan Review (Type II) – Residential	
A.	Base fee	\$1,977.00
B.	Plus fee per unit	\$137.00
C.	Maximum fee	\$27,873.00
35-36.	Site Plan Review (Type II) – Nonresidential	
A.	General case	
1.	Base fee	\$5,372.00
2.	Plus fee per sq. ft. – Ground floor	\$0.22
3.	Plus fee per sq. ft. – Upper floors	\$0.10
B.	Commercial pad within a previously approved site plan that was not originally reviewed for the proposed specific use or structure	\$3,668.00
C.	Land-extensive uses such as a golf course	\$4,422.00
D.	Unoccupied commercial and utility structures	\$2,036.00

Section	Activity	2023 Fees
36-37.	Special Valuation – Historic Preservation	\$582.00
37-38.	Subdivisions – Preliminary	
A.	2 – 9 lots (not qualifying as a short subdivision)	\$8,220.00
B.	10 – 22 lots	\$11,885.00
C.	23+ lots	
1.	Base fee (for first 23 lots)	\$11,885.00
2.	Plus fee per lot (each lot more than 23)	\$296.00
D.	In conjunction with a planned development	½ regular fee
38-39.	Subdivisions – Final Plat Check	\$5,985.00
39-40.	Tenant Improvement, Including Multifamily (if exempt from site plan review)	\$111.00
40-41.	Tree Plan Review	
A.	Levels 1, 2, 4, 5	\$378.00
B.	Levels 3, 6, 7	\$126.00
41-42.	Variance (full fee for 1 variance; ½ cost for 2nd; \$0.00 for 3rd or more)	

The Vancouver Municipal Code is current through Ordinance M-4404, passed January 23, 2023.

Section	Activity	2023 Fees
A.	Type I	
1.	Single-family and duplex lots	\$787.00
2.	All other	\$822.00
B.	Type II	
1.	Single-family and duplex lots	\$2,484.00
2.	All other	\$5,983.00
42.43.	Zoning Certificates	\$857.00
43.44.	Zoning Map or Text Change (not involving comprehensive plan amendment)	\$10,305.00

1 Fees effective on January 1, 2023, 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.

(ACM dated 1/9/2023, CPI Increase; Ord. M-4402 § 3(F), 2023; Amended during 7/22 update; Ord. M-4376 § 11 (Exh. A), 2022; Ord. M-4363 § 10 (Exh. A), 2022; ACM dated 12/28/2021, CPI Increase; ACM dated 11/30/2020, CPI-increase; ACM dated 12/19/2019, CPI Increase; Ord. M-4255 § 4, 2018; ACM dated 11/7/2018, CPI Increase; ACM dated 12/20/2017, CPI Increase; Ord. M-4205 § 1; ACM dated 11/23/2016, CPI Increase; Ord. M-4172 § 3, 2016; ACM dated 12/31/2015, CPI Increase; Ord. M-4097 § 2, 2014; ACM dated 1/1/2014, CPI Increase; Ord. M-4034 § 4, 2012; ACM dated 1/4/2012, CPI Increase; ACM dated 1/25/2011, CPI Increase; Ord. M-3959 § 5, 2010; Ord. M-3932 §§ 2, 3, 2009; Ord. M-3922 § 5, 2009; Ord. M-3895 § 3, 2008; Ord. M-3844

§ 4, 2007; Ord. M-3840 § 5, 2007; Ord. M-3701 § 5, 2005; Ord. M-3692 § 10, 2005; Ord. M-3663 § 4, 2004; Ord. M-3643, 2004)

The Vancouver Municipal Code is current through Ordinance M-4404, passed January 23, 2023.

Disclaimer: The city clerk's office has the official version of the Vancouver Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

[City Website: www.cityofvancouver.us](http://www.cityofvancouver.us)

[City Telephone: \(360\) 487-8711](tel:(360)487-8711)

[Code Publishing Company, A General Code Company](#)

SHORT-TERM RENTAL GOOD NEIGHBOR GUIDELINES

The following Good Neighbor Guidelines were created to educate Short-Term Rental operators and guests on the importance of being a good neighbor.

24-HOUR CONTACT INFORMATION: If at any time you have questions or concerns about your stay, please call the 24-hour contact number listed in your rental agreement and posted in the unit. The local non-emergency police contact may be reached at 311. In the event of an emergency, please call 911.

GENERAL RESPECT FOR NEIGHBORS: Please remember you are within a neighborhood. Respect your neighbors and their property; be kind and use common courtesy.

NOISE AND DISTURBANCE: Please respect your neighbor's right to quiet enjoyment of their home and property. Loud noises that create public disturbance are prohibited.

PARKING & TRAFFIC SAFETY: Do not block driveways, sidewalks, alleys, mailboxes or fire hydrants. Drive slowly and watch for pedestrians and children playing.

FIRE SAFETY: Familiarize yourself with the location of the fire extinguisher(s) and fire exits posted in the unit. PETS: If allowed, promptly clean-up after your pet, prevent excessive and prolonged barking, and keep pet from roaming the neighborhood. Control aggressive pets, and abide by local leash laws. Store pet food indoors and in a secure location, to reduce the likelihood of pest problems.

MAINTENANCE AND GARBAGE DISPOSAL: Be sure to pick up after yourself, and keep the property clean, presentable, and free of trash. Place trash and recycling in the designated containers on-site.

EVENTS NOT PERMITTED: Commercial events such as weddings, banquets, parties, charitable fundraising, or other gatherings are not allowed.

TENANT/GUEST RESPONSIBILITY: Approved guests and visitors are expected to follow the Good Neighbor Guidelines. Refer to your rental agreement for additional terms and restrictions.

Short-Term Rental FAQ

What is a short-term rental?

A dwelling unit or individual rooms within a dwelling unit that are rented to a guest(s) by a short-term rental operator for fewer than 30 consecutive days. A short-term rental is not considered a hotel, motel or bed and breakfast.

Where are short-term rentals permitted?

Short-term rentals are permitted within a legally established dwelling unit.

Do I need to notify my neighboring property owners that I will be using my dwelling as a short-term rental?

Prior the short-term rental application to the City, the owner shall provide a courtesy notice regarding the short-term rental to all property owners abutting or adjacent to the proposed short-term rental. The notification shall include a description of the operation, number of bedrooms to be rented to overnight guests and contact information for the owner or operator by phone.

How do I obtain a permit?

A short-term rental permit is required from the City of Vancouver. Please contact the City of Vancouver for the short-term permit application form. The submittal items include:

- An affidavit of mailing showing proof a letter describing the proposed short-term rental was sent to abutting and adjacent property owners
- Copy of liability insurance
- Acknowledgement in writing that the short-term rental shall comply with the required standards in VMC 20.835.050.
- Application fee

How can I prevent complaints being lodged with the City about my short-term rental?

By ensuring that the short-term rental does not generate measurable levels at the property line dust, smoke, odor or glare or noise beyond those associated with a residential use. Additionally, by abiding by the short-term rental good neighbor policy.

What will the City do if they receive a complaint regarding a short-term rental?

The City will investigate the complaint and determine if a violation has occurred. The City will then respond in concert with the seriousness and severity of the violation and may use one or a combination of the enforcement mechanisms including correction notices, notice of violation and an order to revoke the permit.

Short-Term Rental Application (BLR)

415 W 6th ST ~ Vancouver, WA 98660, P.O. Box 1995 ~ Vancouver, WA 98668, Phone (360) 487-7803

Email completed application to cddplanning@cityofvancouver.us

SHORT-TERM RENTAL SUBMITTAL REQUIREMENTS

Dwelling units or buildings that have received approval under the City's multi-family tax exemption (MFTE) program are not eligible to be used as a short-term rental

- ☐ Signed and dated Application Form (email to cddplanning@cityofvancouver.us)
- ☐ Fee paid via ePermits. Provide ePermits user name ([Request an ePermits Account](#))
- ☐ Copy of Washington State Business License
- ☐ Copy of City of Vancouver Business License
- ☐ Copy of Liability Insurance for the rental property (Per RCW \$1 million or more)
- ☐ Copy of neighbor notification letter
- ☐ Affidavit of mailing to property owners abutting and adjacent to the proposed short-term rental
- ☐ List of all addresses where the neighbor notification letters were mailed

STRUCTURE TYPE of SHORT-TERM RENTAL

- ☐ Single Family House ☐ Duplex ☐ Multifamily Unit ☐ Accessory Dwelling Unit: ☐ Attached ☐ Detached

SPACE TO BE RENTED

- ☐ Entire Unit ☐ Single Bedroom ☐ Two bedrooms ☐ Three or more bedrooms

SITE LOCATION AND INFORMATION

Site address:

Parcel #:

Platforms Short-term Rental listed on: ☐ VRBO ☐ Airbnb ☐ Booking.com ☐ TripAdvisor ☐ Expedia ☐ Other:

OPERATION INFORMATION

Operator Name:

Property Owner:

Address:

Address:

City/State/Zip:

City/State/Zip:

Phone:

Phone:

Email:

Email:

RESPONSIBILITY STATEMENTS (please initial)

My short-term rental business is registered with the City of Vancouver

I will comply with all relevant short-term rental provisions listed in the RCW [64.37](#) and [67.637.030](#)

I attest the short-term rental identified in this application shall comply with the required standards in VMC 20.835.050

I will include my City of Vancouver short-term rental permit number in all advertising

All bedrooms will have an operating carbon monoxide alarm installed

Smoke alarms shall be installed, interconnected, maintained and in working order outside of each separate sleeping area, inside each room used for sleeping purposes, and on each story within the dwelling

Portable Fire Extinguisher: FPEs shall be mounted in an accessible and conspicuous location (size, minimum of a 2A;10B:C)

I will provide an interior map which displays exit routes in case of an emergency that will be posted on the interior side of the door of sleeping rooms and main entrance

Gas and/or electrical utilities must have shut off switches shall be labeled

I will maintain clear space around furnace, space heaters, and hot water heater

I have reviewed, in its entirety, the short-term rental program information

I will allow the City to inspect the premises in accordance with VMC [17.08](#)

	I understand that failure to comply with applicable regulatory standards may result in the code enforcement process identified in VMC 22.020.20 (1. Correction Notice 2. Notice of Civil Violation and Order 3. Order to Revoke Permit)
REQUIRED SIGNATURES <i>I have read the above and agree to comply with the requirements.</i>	
Operator Signature:	Date:
Property Owner Signature:	Date

Dear Neighbor,

I am sending you this letter to notify you and all my surrounding neighbors that I am renting my home as a short-term rental. The property is located at:

Address: _____

Number of rooms being rented: _____ Maximum number of guests: _____

City of Vancouver Business License Number: _____

Short-term renters are people who rent a home for 30 days or less. I am obtaining a permit through the City of Vancouver for this activity.

I do not expect there to be any problems with any of my renters, as I will be monitoring all rental activity. However, should you encounter any disruptive behavior coming from my property, I encourage you to reach out to me or my secondary contact so we can resolve the issue.

Here is our contact information:

Primary contact name _____

Phone number _____

Email _____

Secondary contact name _____

Phone number _____

Email _____

I encourage you to visit the City of Vancouver's website, below, which contains information regarding short-term renting, including how to notify the City about any issues.

City of Vancouver short-term rental website: cityofvancouver.us/str

Best regards,

Short-term rental operator

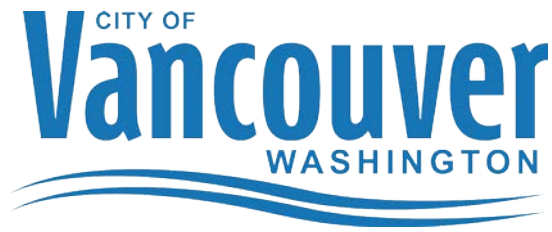
Property owner

Summary of large/mid-size Washington cities

	Fees if applicable	Frequency of use	Parking or noise provisions	Other requirements
Seattle				
Allowed in structures established as dwelling units, but NOT RVs, tents, garages, boats, floating residences, live-work unites, and caretaker's quarters. Allow "legacy units"- those that were rented prior to Sept 30 2017 to operate in Downtown Urban Core, First Hill/Capitol Hill Urban Center	Seattle business license tax certificate and a Short-term rental operator's license (\$75 per unit)	Not mentioned	Not mentioned	As a general rule, Short term operators can only operate two units- one being the primary residence and the other can be in any dwelling unit owned by operator.
Spokane				
Permitted in all residential zones	Application fee \$150 and Renewal fee of \$100 every year; Liability insurance; Spokane Business License	May only be rented up to 30 days	Follows Spokane municipal code 17c.230- Minimum ratio is 1 stall per 1,000 gross square feet of floor area	Total number of guests per bedroom is 2; Must maintain a guest log
Tacoma				
Renting 1-2 rooms allowed within all single family districts; Renting 3-9 rooms requires CUP in R-3, R-4L, R-4, R-5, RCX, and NRX Districts (these are generally residential districts that allow duplex, triplex, and multifamily dwellings).	Business license	Guests may only stay up to 30 days	Not mentioned	Must live in home if renting rooms or separate unit such as ADU. If renting the entire home, operator not required to live on site.
Bellevue				
Single family districts allowed but MUST be owner-occupied- this is considered a boarding housing. Non owner occupied is considered a rooming house which is not allowed in single family zones.	Business license; Home occupation permit	Not mentioned	Not mentioned	Term used is "transient lodging or room rental". Max of two rooms for rental and maximum of two lodgers/renters.

Attachment E

Kent				
Permitted in all residential zones	Business license, \$51; state lodging tax, 1% on overnight stay	Stay is limited to 30 consecutive nights	Not mentioned.	Owner must live at the home being rented at least six months per year.
Renton				
Doesn't specify	Business license \$125	Stay must be less than 30 continuous days.	Additional parking for guests, pursuant to Title IV RMC, one additional space is required if unit is owner-occupied.	Applies only to those who advertise through an online market place, uses a property manager, engages in renting unit more than three times a year. Must be owner occupied.



March 24, 2023 - SEPA Determination of Non-Significance (DNS) for a proposed zoning code text change amending VMC Title 20 to include definitions and use classification for short-term rentals, introduce regulations for short-term rentals and allows short-term rentals in certain zoning districts as a limited use.

Contact: Jason Nortz, Development Manager, Vancouver Community Development Department (360 487-7844), jason.nortz@cityofvancouver.us The City of Vancouver, lead agency, has reviewed the Environmental Checklist as required by WAC 197-11-330(1), pursuant to the State Environmental Policy Act (SEPA), and determined that the proposals will not have a probable significant adverse impact on the environment. Under the authority of WAC 197-11-330(1) and 197-11-350, this Notice of Determination of Non-Significance (DNS) has been issued. A SEPA checklist and background information are available from City staff. Pursuant to WAC 197-11-340, comments ***on this SEPA determination*** will be received until **5:00 p.m., April 7, 2023**. Procedural appeals to the SEPA determination must be filed in writing within 14 calendar days following the end of the comment period. A City Council decision of the SEPA procedural appeal shall be final and not subject to further administrative appeal. Substantive SEPA appeals shall be filed in writing within 14 calendar days of the issuance of Councils decision.

A handwritten signature in blue ink, appearing to read "Jm. Nortz".

March 24, 2023

Name

Date

WAC 197-11-960: SEPA ENVIRONMENTAL CHECKLIST

TEXT CHANGE REQUEST

Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

A. BACKGROUND

1. **Name of proposed project, if applicable:** Short-Term Rental Regulations and Text Amendments
2. **Name and contact information of applicants:** Jason Nortz, Development Review Manager, Community Development Department, jason.nortz@cityofvancouver.us.
3. **Date checklist prepared:** March 23, 2023
4. **Agency requesting checklist:** City of Vancouver, WA
5. **Proposed timing or schedule (including phasing, if applicable)** An upcoming hybrid in-person and virtual public hearing before the Vancouver Planning Commission for this item is scheduled for April 11, 2023, at 6:30 p.m. Planning Commission scheduling, materials and remote access information for the public hearing is available on the Commisison [website](#). City Council public hearings and additional workshops have not yet been scheduled.
6. **Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.** N/A
7. **List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.** N/A
8. **Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.** None known.
9. **List any government approvals or permits that will be needed for your proposal, if known.** The Zoning Code text change will be reviewed by the Planning Commission, which will forward a recommendation to Vancouver City Council.
10. **Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain**

WAC 197-11-960: SEPA ENVIRONMENTAL CHECKLIST

aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

The proposal would amend Title 20 to include a definition and use classification for short-term rentals, introduce regulations for short-term rentals and allows short-term rentals in certain zoning districts as a limited use.

11. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist. Applicable city wide

B. ENVIRONMENTAL ELEMENTS

1. EARTH: Not Applicable to Non-Project Actions

a. General description of the site

(circle one): Flat, rolling, hilly, steep slopes, mountainous,

other _____ Does Not Apply

b. What is the steepest slope on the site (approximate percent slope)? Does Not Apply

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils. Does Not Apply

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. Does Not Apply

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill. Does Not Apply

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe. Does Not Apply

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? Does Not Apply

h. Proposed measures to reduce or
Does Not Apply

2. AIR: Not Applicable to Non-Project Actions

a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known. Does Not Apply

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. Does Not Apply

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c. **Proposed measures to reduce or control emissions or other impacts to air, if any:** Does Not Apply

3. WATER: Not Applicable to Non-Project Actions

a. **Surface Water:** Not Applicable to Non-Project Actions

- 1) **Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.** Does Not Apply
- 2) **Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.** Does Not Apply
- 3) **Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.** Does Not Apply
- 4) **Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.** Does Not Apply
- 5) **Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.** Does Not Apply
- 6) **Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.** Does Not Apply

b. **Ground Water:** Not Applicable to Non-Project Actions

- 1) **Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.** Does Not Apply
- 2) **Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.** Does Not Apply

c. **Water runoff (including stormwater):** Not Applicable to Non-Project Actions

- 1) **Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.** Does Not Apply
- 2) **Could waste materials enter ground or surface waters? If so, generally describe.** Does Not Apply
- 3) **Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.** Does Not Apply

d. **Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:** Not Applicable to Non-Project Actions

4. PLANTS: Not Applicable to Non-Project Actions

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- a. Check the types of vegetation found on the site:
- ☐ deciduous tree: alder, maple, aspen, other
 - ☐ evergreen tree: fir, cedar, pine, other
 - ☐ shrubs
 - ☐ grass
 - ☐ pasture
 - ☐ crop or grain
 - ☐ Orchards, vineyards or other permanent crops.
 - ☐ wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
 - ☐ water plants: water lily, eelgrass, milfoil, other
 - ☐ other types of vegetation Does Not Apply
- b. What kind and amount of vegetation will be removed or altered? Does Not Apply
- c. List threatened and endangered species known to be on or near the site. Does Not Apply
- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: Does Not Apply
- e. List all noxious weeds and invasive species known to be on or near the site. Does Not Apply
5. **ANIMALS:** Not Applicable to Non-Project Actions
- a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. Examples include: Does Not Apply
- birds: hawk, heron, eagle, songbirds, other:
 - mammals: deer, bear, elk, beaver, other:
 - fish: bass, salmon, trout, herring, shellfish, other _____
- b. List any threatened and endangered species known to be on or near the site. Does Not Apply
- c. Is the site part of a migration route? If so, explain. Does Not Apply
- d. Proposed measures to preserve or enhance wildlife, if any: Does Not Apply
- e. List any invasive animal species known to be on or near the site. Does Not Apply
6. **ENERGY & NATURAL RESOURCES:** Not Applicable to Non-Project Actions
- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. Does Not Apply
- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe. Does Not Apply
- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any: Does Not Apply
7. **ENVIRONMENTAL HEALTH:** Not Applicable to Non-Project Actions
- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe. Does Not Apply

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Describe any known or possible contamination at the site from present or past uses. Does Not Apply

- 1) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity. Does Not Apply
- 2) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project. Does Not Apply
- 3) Describe special emergency services that might be required. Does Not Apply
- 4) Proposed measures to reduce or control environmental health hazards, if any: Does Not Apply

b. Noise: Not Applicable to Non-Project Actions

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? Does Not Apply
- 2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)?
Indicate what hours noise would come from the site. Does Not Apply
- 3) Proposed measures to reduce or control noise impacts, if any: Does Not Apply

8. LAND AND SHORELINE USE: Not Applicable to Non-Project Actions

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe. Does Not Apply
- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use? Does Not Apply
 - 1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how: Does Not Apply
- c. Describe any structures on the site. Does Not Apply
- d. Will any structures be demolished? If so, what? Does Not Apply
- e. What is the current zoning classification of the site? Does Not Apply
- f. What is the current comprehensive plan designation of the site? Does Not Apply
- g. If applicable, what is the current shoreline master program designation of the site? Does Not Apply
- h. Has any part of the site been classified as a critical area by the city or county? If so, specify. Does Not Apply
- i. Approximately how many people would reside or work in the completed project? Does Not Apply
- j. Approximately how many people would the completed project displace? Does Not Apply
- k. Proposed measures to avoid or reduce displacement impacts, if any: Does not apply

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- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:** Does Not Apply
- m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any:** Does Not Apply

9. HOUSING: Not Applicable to Non-Project Actions

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.** Does Not Apply
- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.** Does Not Apply
- c. Proposed measures to reduce or control housing impacts, if any:** Does Not Apply

10. AESTHETICS: Not Applicable to Non-Project Actions

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?** Does Not Apply
- b. What views in the immediate vicinity would be altered or obstructed?** Does Not Apply
- c. Proposed measures to reduce or control aesthetic impacts, if any:** Does Not Apply

11. LIGHT & GLARE: Not Applicable to Non-Project Actions

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?** Does Not Apply
- b. Could light or glare from the finished project be a safety hazard or interfere with views?**
Does Not Apply
- c. What existing off-site sources of light or glare may affect your proposal?** Does Not Apply
- d. Proposed measures to reduce or control light and glare impacts, if any:** Does Not Apply

12. RECREATION: Not Applicable to Non-Project Actions

- a. What designated and informal recreational opportunities are in the immediate vicinity?**
Does Not Apply
- b. Would the proposed project displace any existing recreational uses? If so, describe.**
Does Not Apply
- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:** Does Not Apply

13. HISTORIC & CULTURAL PRESERVATION: Not Applicable to Non-Project Actions

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe.** Does Not Apply
- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.** Does Not Apply
- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the**

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department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc. Does Not Apply

- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required. Does Not Apply

14. TRANSPORTATION: Not Applicable to Non-Project Actions

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any. Does Not Apply
- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop? Does Not Apply
- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? Does Not Apply
- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private). Does Not Apply
- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe. Does Not Apply
- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates? Does Not Apply
- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe. Does Not Apply
- h. Proposed measures to reduce or control transportation impacts, if any: Does Not Apply

15. PUBLIC SERVICES: Not Applicable to Non-Project Actions

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe. N/A
- b. Proposed measures to reduce or control direct impacts on public services, if any. Does N/A

16. UTILITIES: Not Applicable to Non-Project Actions

- a. Circle utilities currently available at the site:
electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other _____ Does Not Apply
- b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed. Does Not Apply

C. Signature

WAC 197-11-960: SEPA ENVIRONMENTAL CHECKLIST

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature:  _____

Name of signee Jason Nortz

Position and Agency/Organization

Development Review Manager, City of Vancouver Community Development Department

Date Submitted: March 24, 2023

D. SUPPLEMENTAL SHEET FOR NON-PROJECT ACTIONS

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or reuse of toxic or hazardous substances; or production of noise?

The proposed text changes would not increase discharges, emissions, or releases.

Proposed measures to avoid or reduce such increases are: N/A

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

See response #1

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

Does not apply.

3. How would the proposal be likely to deplete energy or natural resources?

See response #1

Proposed measures to protect or conserve energy and natural resources are:

Does not apply.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

See response #1

WAC 197-11-960: SEPA ENVIRONMENTAL CHECKLIST

Proposed measures to protect such resources or to avoid or reduce impacts are:

Does not apply.

- 5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans**

See response #1

Proposed measures to avoid or reduce shoreline and land use impacts are:

Does not apply.

- 6. How would the proposal be likely to increase demands on transportation or public services and utilities?**

See response #1

Proposed measures to reduce or respond to such demand(s) are:

Does not apply.

- 7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.**

The proposed text change does not conflict with local, state or federal laws or requirements for the protection of the environment.



Item #7.

TO: Mayor and City Council

FROM: Council Committee 1 (Hansen, Paulsen, Perez)

DATE: 12/11/2023

SUBJECT Appointments to the Vancouver Public Facilities District Board

Present Situation

The Vancouver Public Facilities District Board (PFD) is a municipal corporation governed by a five-member Board of Directors. It was created by Vancouver City Council in 1999 to develop the downtown hotel and convention center. The PFD owns the land under the Hilton hotel and convention center in downtown Vancouver, which it leases to the City's Downtown Redevelopment Authority (DRA) and receives funding for operation of the property from the state sales tax credit program which it then transfers to the DRA. The PFD board is also responsible for approving annual budgets and monitoring use of the funds.

Council Committee 1 recently interviewed candidates for this board and recommends the mid-term appointments of Hunter Byrnes, term beginning immediately and expiring Nov. 30, 2025, Azsha Preble, term beginning immediately and expiring Nov. 30, 2026, and reappointment of Abbie Layne to a full term beginning immediately and expiring Nov. 30, 2027.

If there are no objections, this appointment will be presented for Council action at the at the Monday, December 11, Council meeting.

Action Requested

Appoint to the Vancouver Public Facilities District Board of Directors Hunter Byrnes, term expiring Nov. 30, 2025, and Azsha Preble, term expiring Nov. 30, 2026, and reappoint Abbie Layne, term expiring Nov. 30, 2027.

Council Committee 1

ATTACHMENTS:



Staff Report: 229-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/11/2023

SUBJECT Settlement of Lawsuit Brought by Henry Hunter and Charles Isley

Key Points

- Henry Hunter, the father of Carlos Hunter, and Charles Isley, an attorney acting as guardian ad litem for Carlos Hunter's children, filed a lawsuit in March 2022 seeking damages related to officer-involved shooting of Carlos Hunter.
- Plaintiffs, the City, and the State of Washington participated in mediation through the Ninth Circuit Mediation Program in late September to determine whether the lawsuit could be settled for an agreed amount.
- The parties reached an agreement to settle the matter for \$425,000, of which the City would contribute \$357,000.
- This amount is less than 10 percent of what the Plaintiffs demanded to settle the case prior to litigation.

Strategic Plan Alignment

N/A

Present Situation

On March 7, 2019, members of the federal Safe Streets Task Force obtained a search warrant for Carlos Hunter and planned to execute the warrant by way of a traffic stop. The incident concluded with two officers using deadly force, resulting in Mr. Hunter's death. Both officers are employed by the City of Vancouver, though one was acting in his capacity as a temporary federal officer at the time.

On March 18, 2022, Henry Hunter, acting as the personal representative for Mr. Hunter's Estate, and Charles Isley, acting as the guardian ad litem for Mr. Hunter's children, filed a lawsuit against three Vancouver officers, a Washington State Department of Corrections Officer, the City, and the State. Prior to filing the lawsuit, the family filed a tort claim with the City seeking \$5 million. Due to the federal government's involvement, the matter was transferred to federal court, where it has remained in abeyance pending jurisdictional issues. Although the City had a strong defense under

what is known as the "felony bar" rule, recent legislation has made it exceptionally difficult to obtain a dismissal on those grounds without taking a case before a jury.

Through the Mediation Program of the Ninth Circuit Court of Appeals, the parties engaged in mediation and reached a tentative agreement to resolve the lawsuit for \$425,000, of which the City would contribute \$357,000. The settlement does not concede any wrongdoing by the involved officers or the department. The involved officers were all cleared of wrongdoing after an independent review by the Clark County Prosecuting Attorney's Office. However, the City, State, and Plaintiffs recognize that juries can reach different conclusions based on the same evidence.

This settlement would be in exchange for dismissal and release of all claims related to the March 7, 2019, officer-involved shooting. This amount is less than 10 percent of the original amount claimed prior to litigation, and a fraction of what other jurisdictions have paid to settle similar claims.

Advantage(s)

1. Completely extinguishes the City's and officers' potential liability for the incident, thereby avoiding a potentially much larger verdict.
2. Enables the City and Department to move forward without concern of costly litigation and appeals that would last years.

Disadvantage(s)

Precludes a complete defense verdict and finding of no liability by a jury.

Budget Impact

Sufficient budget has been included in the City's Risk Fund to fund the cost associated with the proposed settlement.

Prior Council Review

The case was discussed in Executive Session on December 4, 2023.

Action Requested

Authorize the City Manager, City Attorney, and/or designees to execute all agreements and documentation to resolve the lawsuit and claim brought by Henry Hunter and Charles Isley for \$425,000, of which the City would contribute \$357,000.

Dan Lloyd, Assistant City Attorney, 360-487-8520

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:

\$ 11,679,789.97 this 11th day of December 2023.

DocuSigned by:
Anne McEnerny-Ogle
MAYOR

Cyndi A. Turner
Digitally signed by Cyndi A. Turner
Date: 2023.12.04 15:33:11 -08'00'
AUDITING OFFICER

DocuSigned by:
Ty Stib
COUNCILMEMBER

DocuSigned by:
MW
COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
November 27, 2023 - December 04, 2023	Accounts Payable Checks (see attached)	\$ 11,666,593.92
November 27, 2023 - December 04, 2023	Hansen City Payments (see attached)	\$ 11,930.05
November 27, 2023 - December 04, 2023	Visa Refunds (see attached)	\$ 1,266.00
November 27, 2023 - December 04, 2023	Payroll Checks (see attached)	\$ -
TOTAL		\$ 11,679,789.97

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo	
Supplier Payment	Check	15292	11/29/2023	1,109.74	A-Line Asphalt Maintenance Inc		
Supplier Payment	Check	15293	11/29/2023	1,680.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta		
Supplier Payment	Check	15294	11/29/2023	136.00	American Sani-Can		
Supplier Payment	Check	15295	11/29/2023	162.73	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena		
Supplier Payment	Check	15296	11/29/2023	41,903.86	Arborscape Ltd Inc		
Supplier Payment	Check	15297	11/29/2023	6,460.87	Bound Tree Medical LLC		
Supplier Payment	Check	15298	11/29/2023	2,265.00	CBG Communications Inc		
Supplier Payment	Check	15299	11/29/2023	42,042.39	CECO Inc		
Supplier Payment	Check	15300	11/29/2023	750.00	Chanmi Development LLC		
Supplier Payment	Check	15301	11/29/2023	183.21	Cintas		
Supplier Payment	Check	15302	11/29/2023	22,000.00	City of Portland - Remit-To: City of Portland International Raceway		
Supplier Payment	Check	15303	11/29/2023	400.00	Clark County Fire District 5		
Supplier Payment	Check	15304	11/29/2023	61,750.32	Clark County - Remit-To: Clark County - Treasurer Vancouver		
Supplier Payment	Check	15305	11/29/2023	371,844.72	Clary Longview LLC		
Supplier Payment	Check	15306	11/29/2023	10,786.09	Community Mediation Services - Remit-To: Community Mediation Services - Vancouver		
Supplier Payment	Check	15307	11/29/2023	83,442.32	Consort North America Inc		
Supplier Payment	Check	15308	11/29/2023	10,756.84	Core and Main LP - Remit-To: Core and Main LP		
Supplier Payment	Check	15309	11/29/2023	3,520.00	David Corey PHD PC		
Supplier Payment	Check	15310	11/29/2023	15,255.76	DKS Associates Inc		
Supplier Payment	Check	15311	11/29/2023	13,774.46	Eco-Counter Inc		
Supplier Payment	Check	15312	11/29/2023	813.22	Ecolights Northwest LLC		
Supplier Payment	Check	15313	11/29/2023	8,000.00	EEG Enterprises		
Supplier Payment	Check	15314	11/29/2023	1,758.25	Erickson Structural Consulting Engineers		
Supplier Payment	Check	15315	11/29/2023	54.35	Experian Marketing Solutions - Remit-To: Experian - Los Angeles		
Supplier Payment	Check	15316	11/29/2023	7,980.25	Farallon, Inc		
Supplier Payment	Check	15317	11/29/2023	1,690.72	Ferguson Enterprises - Remit-To: Ferguson - Dallas		
Supplier Payment	Check	15318	11/29/2023	270.66	Fidelity National Title Co of Washington		
Supplier Payment	Check	15319	11/29/2023	19,451.93	Fourth Plain Forward		
Supplier Payment	Check	15320	11/29/2023	2,785.00	Geographic Technologies Group		
Supplier Payment	Check	15321	11/29/2023	500.00	Gregory Martin Ayers		
Supplier Payment	Check	15322	11/29/2023	26,837.50	Harper Houf Peterson Righellis Inc		
Supplier Payment	Check	15323	11/29/2023	1,416.85	Industrial Scientific Corporation - Remit-To: Industrial Scientific Corp - Pittsburgh		
Supplier Payment	Check	15324	11/29/2023	13,772.50	J.S. Held LLC		
Supplier Payment	Check	15325	11/29/2023	399.07	J-2 Blueprint Supply Co.		
Supplier Payment	Check	15326	11/29/2023	6,417.64	Janus Youth Programs Inc		
Supplier Payment	Check	15327	11/29/2023	20,179.42	KBT Distributing LLC		
Supplier Payment	Check	15328	11/29/2023	5,891.00	Kearns & West Inc		
Supplier Payment	Check	15329	11/29/2023	2,520.75	Keller Associates Inc		
Supplier Payment	Check	15330	11/29/2023	5,578.43	L.N. Curtis & Sons - Remit-To: Supplier L.N. Curtis & Sons		
Supplier Payment	Check	15331	11/29/2023	706.55	Lile International Companies		
Supplier Payment	Check	15332	11/29/2023	46,515.12	Nelson Nygaard Consulting Associates Inc - Remit-To: Nelson Nygaard Consulting Associates Inc		
Supplier Payment	Check	15333	11/29/2023	182.40	Northwest Natural Gas Company - Remit-To: NW Natural - Portland		
Supplier Payment	Check	15334	11/29/2023	9,356.70	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources		
Supplier Payment	Check	15335	11/29/2023	3,396.88	Oregon Rifleworks		
Supplier Payment	Check	15336	11/29/2023	24,508.49	Owen Equipment Co - Remit-To: Supplier Owen Equipment Co		
Supplier Payment	Check	15337	11/29/2023	318.00	Pacifica Law Group LLP		
Supplier Payment	Check	15338	11/29/2023	6,299.23	Parkeon		
Supplier Payment	Check	15339	11/29/2023	49.57	Physio-Control Inc - Remit-To: Stryker Medical		
Supplier Payment	Check	15340	11/29/2023	13.54	Qwest Corporation - Remit-To: CenturyLink - Phoenix		
Supplier Payment	Check	15341	11/29/2023	7,136.64	Qwest Corporation - Remit-To: Qwest Corp- Seattle		
Supplier Payment	Check	15342	11/29/2023	45,390.00	Rapid Response Bio Clean Inc.		

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo	
Supplier Payment	Check	15343	11/29/2023	65,241.86	San Diego Police Equipment Co Inc		
Supplier Payment	Check	15344	11/29/2023	5,785.42	Siteimprove, Inc.		
Supplier Payment	Check	15345	11/29/2023	737.58	Software House International SHI - Remit-To: SHI - Dallas		
Supplier Payment	Check	15346	11/29/2023	3,739.81	Solid Waste Systems, Inc.		
Supplier Payment	Check	15347	11/29/2023	7,546.71	SP Plus Corporation		
Supplier Payment	Check	15348	11/29/2023	1,489.40	State of Washington Department of Labor & Industries - Remit-To: State of WA LNI - Elevator Section		
Supplier Payment	Check	15349	11/29/2023	13,276.03	State of Washington Department of Transportation		
Supplier Payment	Check	15350	11/29/2023	104.00	State of Washington State Patrol		
Supplier Payment	Check	15351	11/29/2023	160.11	Stericycle Inc - Remit-To: Shred-It		
Supplier Payment	Check	15352	11/29/2023	466.23	Synergy Litigation Support Services Inc - Remit-To: Synergy Legal		
Supplier Payment	Check	15353	11/29/2023	4,998.50	Tamarack Management LLC		
Supplier Payment	Check	15354	11/29/2023	1,274.24	Trilogy MedWaste West, LLC		
Supplier Payment	Check	15355	11/29/2023	570.71	W.B. Sprague Co. Inc.		
Supplier Payment	Check	15356	11/29/2023	15,741.00	Washington State Criminal Justice Training Commission		
Supplier Payment	Check	15357	11/29/2023	430,189.16	Willis Towers Watson Insurance Services West Inc		
Supplier Payment	Check	15358	11/29/2023	125,022.43	WSP USA Inc. - Remit-To: WSP USA Inc. Dallas		
Miscellaneous Payment	Check	15359	11/29/2023	91.00	ATW Properties LLC	Refund of duplicate payment to INV#77056959	
Miscellaneous Payment	Check	15360	11/29/2023	858.73	Jenefer A. King	Claim #GL20231003	
Miscellaneous Payment	Check	15361	11/29/2023	25.00	La Malquerida Tienda Santa Cruz LLC	Refund mobile food vendor special license not needed.	
Miscellaneous Payment	Check	15362	11/29/2023	100.22	LOREN RUSSELL WADDLE	Refund overpayment to loan payoff. Loan#6000617	
Miscellaneous Payment	Check	15363	11/29/2023	84.00	Memorial Lutheran Church	Refund duplicate payment of Invoice #77056729	
Miscellaneous Payment	Check	15364	11/29/2023	87.74	Navigate Law Group	Refund canceled parking permit COV08688	
Miscellaneous Payment	Check	15365	11/29/2023	7.74	Paula Person	Refund parking permit COV13248	
Miscellaneous Payment	Check	15366	11/29/2023	246.00	Walmart	Refund of duplicate payment to INV#77056537	
Ad Hoc Payment	Check	15367	11/29/2023	153.18	Armando F Villanueva or Ying Xu	Utility Refunds: 0099069100-05	
Ad Hoc Payment	Check	15368	11/29/2023	87.47	Baek, James	Utility Refunds: 0020024500-18	
Ad Hoc Payment	Check	15369	11/29/2023	31.83	Beckley, Jeff	Utility Refunds: 0002000112-01	
Ad Hoc Payment	Check	15370	11/29/2023	32.17	Breazile, Jordan or Dulce	Utility Refunds: 0048331700-11	
Ad Hoc Payment	Check	15371	11/29/2023	190.63	Clark and Sons Excavating Inc	Utility Refunds: 0000009102-12	
Ad Hoc Payment	Check	15372	11/29/2023	450.00	David Edward or Kimberly Anne Durr	Utility Refunds: 0500001104-02 Consolidated refund created from multiple refunds	
Ad Hoc Payment	Check	15373	11/29/2023	219.49	Delong, Torrey or Margaret	Utility Refunds: 0046025700-05	
Ad Hoc Payment	Check	15374	11/29/2023	170.26	Douglas, Sheri	Utility Refunds: 0065054200-08	
Ad Hoc Payment	Check	15375	11/29/2023	416.00	Embree, Melanie	Utility Refunds: 0000006827-03 Consolidated refund created from multiple refunds	
Ad Hoc Payment	Check	15376	11/29/2023	392.66	Ferber, Michael or Jill	Utility Refunds: 0141004008-03	
Ad Hoc Payment	Check	15377	11/29/2023	151.94	Mallory or Jessy Lecount	Utility Refunds: 0087010340-05	
Ad Hoc Payment	Check	15378	11/29/2023	94.00	Miller, Fred	Utility Refunds: 0106010570-00	
Ad Hoc Payment	Check	15379	11/29/2023	3,924.21	Oliva, Steven or Janice	Utility Refunds: 0013027710-02	
Ad Hoc Payment	Check	15380	11/29/2023	167.14	Paul or Peggy Schmit	Utility Refunds: 0032050700-05	
Ad Hoc Payment	Check	15381	11/29/2023	302.00	Rude, Tracy or Eugene	Utility Refunds: 0112097182-02	
Expense Payment	Check	15382	11/29/2023	37.92	Kenneth Pelletier		
Supplier Payment	Check	15383	11/30/2023	14,906.45	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources		
Supplier Payment	Check	15384	11/30/2023	25,421.67	San Diego Police Equipment Co Inc		

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo	
Supplier Payment	Check	15385	11/30/2023	1,460.02	Solid Waste Systems, Inc.		
Supplier Payment	Check	15386	11/30/2023	1,160.00	Southwest Washington Humane Society		
Supplier Payment	Check	15387	11/30/2023	1,191.10	State of Washington Department of Transportation		
Supplier Payment	Check	15388	11/30/2023	1,971.00	The Loudenback Corporation		
Supplier Payment	Check	15389	11/30/2023	400.00	TRC Environmental Corp - Remit-To: TRC - Pittsburgh		
Supplier Payment	Check	15390	11/30/2023	120.00	Vancouver Aire LLC		
Supplier Payment	Check	15391	11/30/2023	1,393.53	Vancouver Granite Works Inc		
Supplier Payment	Check	15392	11/30/2023	24,794.30	Vanquish Investment Group		
Supplier Payment	Check	15393	11/30/2023	200.01	W.B. Sprague Co. Inc.		
Supplier Payment	Check	15394	11/30/2023	3,589.14	Walter E Nelson Company		
Supplier Payment	Check	15395	11/30/2023	3,250.00	Water Systems Consulting Inc		
			Check	1,724,936.71			
Expense Payment	Direct Deposit	EFT-00223411	11/30/2023	6.10	Catherine Morey	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00223412	11/30/2023	116.00	M. Hassan Abdalla	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00223413	11/30/2023	1,878.46	Brenda Tryon	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00223414	11/30/2023	52.88	Bryan Edmiston	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00223415	11/30/2023	43.68	Jamie Haske	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00223416	11/30/2023	14.10	Jeri Newbold	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00223417	11/30/2023	87.50	Curtis Erwin	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00223418	11/30/2023	248.00	Amy Foster	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00223419	11/30/2023	179.30	Isidoro Flores	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00223420	11/30/2023	280.00	Josh Honomichi	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00223421	11/30/2023	125.25	Tom Randall	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00223422	11/30/2023	126.00	Brian Flory	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00223423	11/30/2023	170.00	Ashley Conley	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00223424	11/30/2023	85.00	Jose Huertos-Amaro	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00223425	11/30/2023	350.00	Timothy Benack	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00223426	11/30/2023	223.50	Cyle Buckland	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00223427	11/30/2023	250.00	Lance Leedom	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00223428	11/30/2023	207.00	Patrick Craney	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00223429	11/30/2023	719.88	Carson Hoover	Employee Reimbursement	
Cash Advance Payment	Direct Deposit	EFT-00223430	11/30/2023	82.50	Kristine Buist	Travel Advance	
Cash Advance Payment	Direct Deposit	EFT-00223431	11/30/2023	343.38	Timmi Winther	Travel Advance	
Cash Advance Payment	Direct Deposit	EFT-00223432	11/30/2023	448.50	Tyler Dawson	Travel Advance	
Cash Advance Payment	Direct Deposit	EFT-00223433	11/30/2023	192.06	Drew Klaetsch	Travel Advance	
Cash Advance Payment	Direct Deposit	EFT-00223434	11/30/2023	192.06	Franklin Gomez	Travel Advance	
Cash Advance Payment	Direct Deposit	EFT-00223435	11/30/2023	228.00	Erica Nilsen	Travel Advance	
Cash Advance Payment	Direct Deposit	EFT-00223436	11/30/2023	192.06	Rick Lagerquist	Travel Advance	
Cash Advance Payment	Direct Deposit	EFT-00223437	11/30/2023	162.75	Tim Martin	Travel Advance	
Cash Advance Payment	Direct Deposit	EFT-00223438	11/30/2023	103.50	Michael Whitney	Travel Advance	
Cash Advance Payment	Direct Deposit	EFT-00223439	11/30/2023	228.75	Elle Gerber	Travel Advance	
			Direct Deposit	7,336.21			
Supplier Payment	EFT	EFT-00223440	11/30/2023	30,100.00	Benevate, Inc. - Remit-To: Benevate, Inc		
Supplier Payment	EFT	EFT-00223441	11/30/2023	22,785.02	Share Inc - Remit-To: Checking		
Supplier Payment	EFT	EFT-00223442	11/30/2023	1,483.24	State of Washington Consolidated Technology Services		
Supplier Payment	EFT	EFT-00223443	11/30/2023	2,863.75	Mackay Sposito Inc		
Supplier Payment	EFT	EFT-00223444	11/30/2023	101,880.17	Operations Management International Inc		
Supplier Payment	EFT	EFT-00223445	11/30/2023	38,552.57	Ross Builders Northwest, LLC		
Supplier Payment	EFT	EFT-00223446	11/30/2023	8,070.30	State of Washington Auditor's Office		
Supplier Payment	EFT	EFT-00223447	11/30/2023	735.20	Madden Fabrication Inc.		
Supplier Payment	EFT	EFT-00223448	11/30/2023	160.00	Rotschy Inc		
Supplier Payment	EFT	EFT-00223449	11/30/2023	3,090.00	Alta Planning & Design		
Supplier Payment	EFT	EFT-00223450	11/30/2023	5,622.28	Jacobs Engineering Group Inc		
Supplier Payment	EFT	EFT-00223451	11/30/2023	234,131.25	First Forty Feet LLC		
Supplier Payment	EFT	EFT-00223452	11/30/2023	3,257.50	Cascadia Partners LLC		
Supplier Payment	EFT	EFT-00223453	11/30/2023	2,958.67	Sonic Boom Wellness LLC		
Supplier Payment	EFT	EFT-00223454	11/30/2023	10,359.98	Fehr & Peers		
Supplier Payment	EFT	EFT-00223455	11/30/2023	7,760.00	Thrive2Survive		
Supplier Payment	EFT	EFT-00223456	11/30/2023	368.41	Praxair Distribution Inc		

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

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo	
Supplier Payment	EFT	EFT-00223457	11/30/2023	4,136.31	PBS Engineering and Environmental Inc		
Supplier Payment	EFT	EFT-00223458	11/30/2023	148,058.22	Western United Civil Group, LLC - Remit-To: Western United Civil Group, LLC		
Supplier Payment	EFT	EFT-00223459	11/30/2023	4,053.62	Boys and Girls Clubs of Southwest Washington		
Supplier Payment	EFT	EFT-00223460	11/30/2023	30,517.53	Consolidated Electrical Distribution		
Supplier Payment	EFT	EFT-00223461	11/30/2023	7,749.15	YWCA Clark County		
Supplier Payment	EFT	EFT-00223462	11/30/2023	3,200.00	Historic Music Preservation Project		
Supplier Payment	EFT	EFT-00223463	11/30/2023	12,369.24	Council for the Homeless		
Supplier Payment	EFT	EFT-00223464	11/30/2023	37,801.72	Marten Law LLP		
Supplier Payment	EFT	EFT-00223465	11/30/2023	440,435.89	Halme Excavating Inc		
Supplier Payment	EFT	EFT-00223466	11/30/2023	128,957.44	Halbert Construction Services LLC		
Supplier Payment	EFT	EFT-00223467	11/30/2023	30,991.65	Outsiderinn.org		
Supplier Payment	EFT	EFT-00223468	11/30/2023	5,054.55	George Elevator Service LLC		
Supplier Payment	EFT	EFT-00223469	11/30/2023	4,037.50	Restored and Revived - Remit-To: Restored and Revived		
Supplier Payment	EFT	EFT-00223470	11/30/2023	24,550.70	Lynn K Wittwer MD PC		
Supplier Payment	EFT	EFT-00223471	11/30/2023	25,493.00	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco		
Supplier Payment	EFT	EFT-00223472	11/30/2023	1,716.73	Consolidated Supply Co		
Supplier Payment	EFT	EFT-00223473	11/30/2023	1,139.25	International Graphics & Nameplate Inc		
Supplier Payment	EFT	EFT-00223474	11/30/2023	140.00	Brad Piesch Aggressive Enterprises, Inc		
Supplier Payment	EFT	EFT-00223475	11/30/2023	16,936.50	Mead and Hunt Inc		
			EFT	1,401,517.34			
Supplier Payment	Manual Wire		11/20/2023	8,094.48	Paymentus Corporation		
Supplier Payment	Manual Wire		11/27/2023	3.00	City of Portland Revenue Division		
Supplier Payment	Manual Wire		11/27/2023	42,492.87	State of Oregon Department of Revenue		
Supplier Payment	Manual Wire		11/27/2023	12,173.05	Bank Of America N.A. - Remit-To: Charlotte NC		
Supplier Payment	Manual Wire		11/28/2023	364,872.41	Blue Cross Blue Shield of Oregon		
Supplier Payment	Manual Wire		11/28/2023	14,062.30	Washington Dental Service		
Supplier Payment	Manual Wire		11/28/2023	464,739.52	State of Washington Department of Revenue		
Supplier Payment	Manual Wire		11/30/2023	2,874.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit		
Supplier Payment	Manual Wire		11/30/2023	5,583.33	Superior, LLC		
Supplier Payment	Manual Wire		12/1/2023	883,804.91	State of Washington Department of Retirement Systems (DRS)		
Supplier Payment	Manual Wire		12/1/2023	8,240.81	Athlactron Holding		
Supplier Payment	Manual Wire		12/1/2023	42,841.43	Liberty Mutual Group Inc.		
Supplier Payment	Manual Wire		12/1/2023	3,163.66	Internal Revenue Service		
Supplier Payment	Manual Wire		12/1/2023	6,679,857.89	US Bank - Remit-To: US Bank - St Paul		
			Manual Wire	8,532,803.66			
			Checks	1,724,936.71			
			Direct Deposit	7,336.21			
			EFT	1,401,517.34			
			12/4/2023	11,930.05	City Payments	Posted 11-27-23 to 12-03-23	
			Hansen Total	11,930.05			
			12/4/2023	397.00	Miscellaneous	Parks Class Refunds FCC 11-27-23 to 12-03-23	
			12/4/2023	869.00	Miscellaneous	Parks Class Refunds MCC 11-27-23 to 12-03-23	
			VISA Total	1,266.00			
			Payroll Total	0.00			
			GRAND TOTAL	11,679,789.97			

City of Vancouver
Payroll Council Report
November 27, 2023 - December 03, 2023

Check No.	Date	Explanation	Amount
		No payroll this period - Recorded last week	

\$ -



Staff Report: 221-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/11/2023

SUBJECT Right-of-Way Franchise Agreement for Ziplly Fiber

Key Points

The proposed franchise ordinance establishes the terms and conditions of the right to construct and maintain telecommunications facilities within the City's right-of-way.

Strategic Plan Alignment

Economic Opportunity - a place where a wide variety of businesses of all sizes grow and thrive.

Housing and Human Needs – meeting basic needs and partnering with organizations to support the community.

Safe and Prepared Community – a safe place to live, work, learn, and play.

Present Situation

Ziplly Fiber Pacific LLC wishes to occupy and utilize portions of the public rights of-way in the City. Cities may require a permit or franchise for the use of its right-of-way for telecommunication facilities (RCW 35.99.030); however, the City may not charge a franchise fee for the franchise (RCW 35.21.860). The proposed ordinance establishes the terms and conditions of the right to construct and maintain telecommunications facilities within the City's right-of-way.

City staff has worked with Ziplly Fiber to negotiate a franchise ordinance, which manages the deployments of a telecommunications system in a way that balances local aesthetics, character, and public health and safety, while also deriving the benefits of this technology for the City's residents to the greatest extent practicable.

Advantage(s)

The franchise ordinance would formalize and establish the terms and conditions for use of the City's right-of-way by Ziplly Fiber.

Disadvantage(s)

Additional facilities may present a visual impact to the City's right-of-way.

Budget Impact

None

Prior Council Review

December 4, 2023 - Consent Agenda

Action Requested

On Monday, December 11, 2023, open the public hearing and invite testimony from those in attendance. Thereafter, continue this matter to **January 8, 2024**, for further public hearing and final action.

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

ATTACHMENTS:

- ▢ Ordinance

ORDINANCE M - _____

AN ORDINANCE relating to management of the public rights-of-way, granting to Ziply Fiber Pacific LLC and its affiliates (hereinafter referred to as the “Franchisee”), a Delaware Limited Liability Company, a non-exclusive and revocable franchise to install, operate and maintain a telecommunications system in, on, over, upon, along, and across public rights-of-way of the City of Vancouver, Washington (hereinafter referred to as the “City”), prescribing certain rights, duties, terms and conditions with respect to such franchise; and setting an effective date and conditions.

WHEREAS, Franchisee is a telecommunications company that provides voice and data services to its customers; and

WHEREAS, Franchisee has requested that the City grant it the right to install, operate, and maintain a telecommunications system within the Public Ways of the City; and

WHEREAS, the City Council has found it desirable for the welfare of the City and its residents that such a non-exclusive franchise be granted to the Franchisee; and

WHEREAS, pursuant to RCW 35.22.280 and chapter 35.99 RCW, the City Council has the authority to grant franchises for the use of its Public Ways; and

WHEREAS, the City is willing to grant the rights requested subject to certain terms and conditions authorized by law.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF VANCOUVER:

ORDINANCE - 1

Does not require codification

Section 1. Definitions. For the purposes of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number.

"Affiliate" means an entity that owns or controls, is owned or controlled by, or is under common ownership with the Franchisee.

"City" means the City of Vancouver, Washington, and either or both, as applicable, the person designated by the City.

"Communication System" or "Facilities" shall mean the Franchisee's system of cables, wires, conduits, ducts, pedestals, and any associated converter, equipment, or facilities within the City owned and operated by Franchisee to provide Telecommunications Service, including without limitation those Facilities that are existing or currently planned by Franchisee.

"FCC" means the Federal Communications Commission or any successor governmental entity.

"Franchise" shall mean initial authorization or renewal issued by the City, which authorizes construction and operation of the Franchisee's Communication System.

"Franchisee" means Ziply Fiber Pacific LLC and its affiliates, a limited liability company licensed to do business in Washington, or its lawful successor, transferee, or assignee.

"Indefeasible Right of User Interest" or "IRU" means a form of acquired capital in a telecommunications system, in which the holder of the interest possesses a right to use the

ORDINANCE - 2

Does not require codification

telecommunications system, but not the right to control, maintain, construct, or revise the telecommunications system.

"Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

"Public Way" shall mean the surface of, and any space on, above or below, any street, public right-of-way or utility easement for which the City now or hereafter holds any interest and which, consistent with the purpose for which it was acquired or dedicated, may be used for the installation or maintenance of the Communication System. Public Way shall not mean utility easements dedicated for a specific utility system or systems and not specifically identifying telecommunications as a permitted use within the easement.

"Service Area" means the present municipal boundaries of the City and shall include any additions by annexation or other legal means.

"Subscriber" or "Customer" means a Person who lawfully receives Telecommunication Services from the Communications System with the Franchisee's express permission.

"Telecommunications Service" shall mean any "telecommunications service" as defined by RCW 35.99.010(7), excluding "cable television service" as defined by RWC 35.99.010(1) and further excluding "personal wireless services" as defined by RCW 35.99.010(4), provided by the Franchisee over its Communication System, either directly or as a carrier for its subsidiaries, Affiliates, or customers.

Section 2. Authority Granted. The City hereby grants to the Franchisee, its heirs, successors, legal representatives, and assigns, subject to the terms and conditions herein, a

ORDINANCE - 3

Does not require codification

nonexclusive Franchise within the Service Area which authorizes the Franchisee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Public Ways, now in existence and as may be created or established during the term of this Franchise, any Facilities necessary for the maintenance and operation of a Communication System. This authority is a limited authorization to occupy and use the Public Ways of the City for the purpose of providing telecommunications services.

Section 3. Grant Limited to Occupation and Service. Nothing contained herein shall be construed to grant or convey to the Franchisee or warrant any right, title, or interest in the Public Ways.

Section 4. Term of Franchise. The first term of this Franchise shall be for an initial period of 10 years from the date of acceptance, unless sooner terminated. This Franchise may be renewed for an additional five-year term pursuant to the following process: If the Franchisee desires to renew, the Franchisee shall notify the City not later than 180 days prior to the expiration of this Franchise of its desire to renew and its desire, if any, to renegotiate any of the terms of this Franchise. The City shall respond to the request for the renewal not later than 120 days prior to the expiration date, and may request renegotiation of any term, or the addition or deletion of any term at that time. If the Franchisee does not request renewal, this Franchise shall be deemed terminated. If the Franchisee requests renewal, and either party requests renegotiation, this Franchise shall not renew unless and until the City and Franchisee reach agreement and said agreement is approved by ordinance of the City Council. Nothing in this Section prevents the parties from reaching agreement on renewal earlier than the time periods indicated.

ORDINANCE - 4

Does not require codification

Section 5. Non-Exclusive Grant. This Franchise shall not in any manner prevent the City from entering into other similar agreements or granting other or further franchises in, under, on, across, over, through, along or below any of said Public Ways of the City. Further, this Franchise shall in no way prevent or prohibit the City from using any of its Public Ways or affect its jurisdiction over them or any part of them, and the City shall retain all authority to make all necessary reasonable changes, relocations, repairs, maintenance, establishment, improvement, and dedication of the same as the City may deem fit, including the dedication, establishment, maintenance, and improvement of all new Public Ways, and in compliance with Section 8, below.

Section 6. Relocation of Communications System. The Franchisee agrees to relocate its Facilities as provided by the Vancouver Municipal Code as it currently exists (VMC 11.50.120) or may hereinafter be amended or replaced, except as may be required by chapter 35.99 RCW. Upon the request of the City, in order to facilitate the design and construction of City projects, the Franchisee agrees to, at its sole cost and expense, locate, and if reasonably determined necessary by the City, to excavate and expose portions of its communication Facilities for inspection so that the location of same may be taken into account in the improvement design, PROVIDED that, Franchisee shall not be required to excavate and expose its Facilities unless the Franchisee provides as-built plans and maps of its Facilities that are reasonably determined by the City to be adequate for purposes of this paragraph. The decision to require the relocation of Facilities in order to accommodate the City's projects shall be made by the City upon review of the location and construction of the Franchisee's Facilities.

ORDINANCE - 5

Does not require codification

If the City or a contractor for the City is delayed at any time in the progress of the work by an act or neglect of the Franchisee or those acting for or on behalf of Franchisee, then Franchisee shall indemnify, defend and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorneys' fees to the extent arising out of or in connection with such delays, except for delays and damages caused by the City or a third party not under Franchisee's control. This provision may not be waived by the parties except in writing.

Section 7. Undergrounding of Facilities. In any area of the City in which there are no aerial facilities other than antennas or other equipment required to remain above ground in order to be functional, or in any Public Ways in which all telephone, electric power wires and cables have been placed underground, the Franchisee shall not be permitted to erect poles or to run or suspend wires, cables or other Facilities thereon, unless required to do so by the City, but shall lay such wires, cables or other Facilities underground in the manner required by the City.

Whenever the City or other governmental entity requires or initiates undergrounding of aerial utilities in any area of the City, the Franchisee shall underground its Facilities in the manner specified by the City, concurrently with and in the area of all the other affected utilities. The location of any such relocated and underground Facilities shall be approved by the City. The Franchisee is encouraged to contact and agree with other affected utilities so that all costs for common trenching, common utility vaults and other costs not specifically attributable to the undergrounding of any particular facility are shared fairly and proportionately by all the utilities

ORDINANCE - 6

Does not require codification

involved in the underground project. The costs of the undergrounding of Facilities shall be as provided in RCW 35.99.060 as existing or hereinafter amended.

Section 8. Work Within Public Ways. The Franchisee agrees to undertake all work related to the installation, construction, or maintenance of its Facilities within the Public Ways in compliance with state and local law as now existing or hereinafter enacted. The laws include, without limitation:

Chapter 11.50 VMC Utilities in the Right-of-Way

Chapter 11.60 VMC Street Use Permits

Chapter 11.80 VMC Street and Development Standards

Chapter 11.90 VMC Construction in the Right-of-Way

RCW 58.09.130 Monuments Disturbed by Construction Activities

Section 9. Emergency Work -- Permit Waiver. In the event of any emergency in which any of the Franchisee's Facilities located in, above, or under any Public Way breaks, are damaged, or if the Franchisee's construction area is otherwise in such a condition as to immediately endanger the property, life, health, or safety of any individual, the Franchisee shall immediately take the proper emergency measures to repair its Facilities, to cure or remedy the dangerous conditions for the protection of property, life, health, or safety of individuals without first applying for and obtaining a Construction Permit as required by this Franchise. However, this shall not relieve the Franchisee from the requirement of notifying the City of the emergency work and obtaining any permits necessary for this purpose after the emergency work. The Franchisee shall notify the City by telephone immediately upon learning of the emergency and

ORDINANCE - 7

Does not require codification

shall apply for all required permits not later than the second succeeding day during which the City's Public Works Department Offices are open for business.

The City retains the right and privilege to cut or move any Facilities located within the Public Ways of the City, as the City may determine to be necessary, appropriate, or useful in response to any public health or safety emergency.

Section 10. Dangerous Conditions, Authority for City to Abate. Whenever construction, installation, or excavation of Facilities authorized by this Franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining public way, street, or public place, or endangers the public, street utilities, or City-owned property, the Public Works Director may direct the Franchisee, at the Franchisee's own expense, to take action to protect the public, adjacent public places, City-owned property, streets, utilities, and Public Ways. Such action may include compliance within a time prescribed by the City.

In the event that the Franchisee fails or refuses to promptly take the actions directed by the City, or fails to comply with such directions, or if emergency conditions exist which require immediate action, the City may enter upon the property and take such actions as are necessary to protect the public, the adjacent streets, utilities, public ways, to maintain the lateral support thereof, or actions regarded as necessary safety precautions; and the Franchisee shall be liable to the City for the costs thereof.

Section 11. The Franchisee's Maps and Records. Upon acceptance and thereafter as construction is completed, the Franchisee shall provide the City with accurate copies of all as-built

ORDINANCE - 8

Does not require codification

plans and maps in a form and content prescribed by the City, as well as surveys of monuments of record pursuant to RCW 58.09.130. These plans, maps, and monument surveys shall be provided at no cost to the City.

The Franchisee shall supply and maintain updated, at no cost and at a location within the State, any information reasonably requested by the City to coordinate municipal functions with the Franchisee's activities and fulfill any municipal obligations under state law. Said information may include any installation inventory, location of existing or planned facilities, maps, plans, operational data, and as-built drawings of Franchisee's installations in the City. Said information may be requested either in hard copy and/or electronic format compatible with the City's database system, as now or hereafter existing. Franchisee shall keep the City reasonably informed of its long-range plans for coordination with the City's long-range plans.

PUBLIC RECORD ACT: Any public record relating in any way to this Franchise may be subject to inspection and copying pursuant to Washington's Public Record Act, chapter 42.56 RCW. The City will provide Franchisee with a copy of a public record request that seeks to inspect or copy a "writing" as defined in RCW 42.56.010 relating to this Franchise prior to allowing any inspection and/or copying of the documentation/information. Additionally, City will request production of any responsive records Franchisee may have in its possession. City will inform Franchisee of the records it plans to disclose to the requestor. If Franchisee disagrees with City's determination of disclosure/nondisclosure and timely notifies City of the same, City agrees to withhold release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Franchisee an opportunity to seek judicial protection pursuant to

ORDINANCE - 9

Does not require codification

RCW 42.56.540 as adopted or amended. If Franchisee seeks judicial protection, Franchisee will be solely responsible for its related attorney fees and costs. City shall not be liable for any loss or damage resulting from a release of records so long as the City acted in good faith in releasing the records.

Section 12. Restoration after Construction or Damage. The Franchisee shall, after installation, construction, relocation, maintenance, removal, or repair of its communication Facilities within the Public Ways, restore the surface of said Public Ways, land surveyor monuments, and any other City-owned property which may be disturbed by the work, to at least the same condition the Public Way or City-owned property was in immediately prior to any such installation, construction, relocation, maintenance, or repair, reasonable wear and tear excepted. Said restorations shall be done in conformance with the most recent edition of City ordinances and standards at the time of construction or damage. The City shall have final approval of the condition of such Public Ways and City-owned property after restoration. The Franchisee agrees to promptly complete all restoration work and to promptly repair any damage caused by such work to the Public Ways or other affected areas and City-owned property at its sole cost and expense and shall be responsible for said restoration work and repair of damage done by Franchisee to City facilities for the life of the Franchise. Franchisee also agrees to restore all other existing facilities and/or property damaged by Franchisee's work, at its sole cost and expense.

Section 13. Recovery of Costs. The Franchisee shall be subject to all permit fees reflecting actual reasonable administrative costs associated with activities undertaken through the authority granted in this Franchise or under the laws of the City. Where the City incurs costs and expenses

ORDINANCE - 10

Does not require codification

for review, inspection, or supervision of activities undertaken through the authority granted in this Franchise or any ordinances relating to the subject, for which a fee is not established, the Franchisee shall reimburse the City directly for all actual reasonable costs, after receipt of an itemized bill.

In addition to the above, the Franchisee shall promptly reimburse the City for all reasonable costs the City incurs in response to any emergency involving the Franchisee's communication Facilities, after receipt of an itemized bill. All billings will be itemized to specifically identify the costs and expenses for each project for which the City claims reimbursement. The billing may be on an annual basis at the City's election, but the City shall provide the Franchisee with the City's itemization of costs at the conclusion of each project for information purposes.

Section 14. City's Reservation of Rights. Pursuant to RCW 35.21.860, the City may recover from Franchisee its actual administrative expenses as well as any applicable tax authorized by RCW 35.21.865. This Franchise is premised upon the City and Franchisee's agreement that either Franchisee is a "service provider" as used in RCW 35.21.860 and defined in RCW 35.99.010(6), or Franchisee's Telecommunications Services fall within the definition of "telephone business" set forth in RCW 82.16.010. As such, the rights granted under this Franchise are not conditioned upon payment of a franchise fee or other compensation for use of the Public Ways. The City hereby reserves its right to impose a fee on the Franchisee, to the extent authorized by law, for purposes other than to recover its administrative expenses, in the event that (1) statutory prohibitions on the imposition of such fees are removed, or that (2) Franchisee no longer falls within the definition of "service provider" in RCW 35.99.010(6) and Franchisee's

ORDINANCE - 11

Does not require codification

Telecommunications Services fall outside the definition of “telephone business” in RCW 82.16.010. Under those circumstances, the City also reserves its right to require that Franchisee obtain a separate franchise agreement for its change in use, which may include provisions intended to regulate the Franchisee's operations, as allowed under applicable law. Nothing in this Franchise shall limit the City’s right of taxation as authorized by law.

Section 15. Administrative Fee. Franchisee agrees to pay, at the time of acceptance of this Franchise, a one-time administrative fee to defray City’s actual administrative costs and expenses associated with negotiating and enacting this Franchise, provided that such expenses shall not be included in the reimbursement provisions set forth in Section 13 of this Franchise not to exceed \$2,500.

Section 16. Utility Owned Poles. The parties acknowledge that the poles which the Franchisee desires to use for the location of its Facilities are owned by a third party or parties, and that Franchisee has entered or shall enter into an agreement with the third party or parties, setting forth the terms and conditions for use of those poles.

Section 17. Vacation of Right of Way. The process for the vacation of rights-of-way is provided for in City code, currently chapter 11.05 VMC. If at any time the City, by ordinance, vacates all or any portion of the area affected by this Franchise, the City shall not be liable for any damages or loss to the Franchisee by reason of such vacation. The Franchisee shall remove its Facilities from any vacated right-of-way unless such vacation provides for the continuing right of the Facilities to exist within the vacated area.

ORDINANCE - 12

Does not require codification

Section 18. Indemnification and Waiver.

A. Franchisee hereby releases and covenants not to bring suit and agrees to indemnify, defend, and hold harmless the City, its officers, employees, agents, and representatives from all claims, costs, judgments, awards, or liability to any person for injury, sickness, or death of any person or damage to any property or interests:

1. Arising out of the acts or omissions of Franchisee, its agents, servants, officers or employees or the construction, placement, operation, or maintenance of Facilities in the Public Ways; or

2. Based on the City's inspection or lack of inspection of work performed by Franchisee, its agents and servants, officers or employees in connection with work authorized on the Public Ways or property over which the City has control pursuant to this Franchise or pursuant to any other permit or approval issued in connection with this Franchise;

B. The provisions of Subsection A of this Section shall apply to claims by Franchisee's own employees and the employees of the Franchisee's agents, representatives, contractors, and subcontractors to which Franchisee might otherwise be immune under Title 51 RCW. This waiver of immunity under Title 51 RCW has been mutually negotiated by the parties hereto, and Franchisee acknowledges that the City would not enter into this Franchise without Franchisee's waiver thereof.

C. Inspection or acceptance by the City of any work performed by the Franchisee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Provided, that Franchisee has been given prior written notice by the City of

ORDINANCE - 13

Does not require codification

any such claim, said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised with Franchisee's consent prior to the culmination of any litigation or the institution of any litigation. The City has the right to defend or participate in the defense of any such claim, and has the right to approve any settlement or other compromise of any such claim, provided that Franchisee shall not be liable for such settlement or other compromise unless it has consented thereto.

D. The obligations of Franchisee under the indemnification provisions of this Section shall apply regardless of whether liability for damages arises out of bodily injury to persons or damages to property, except to the extent that such claims, actions, damages, costs, expenses, and attorney fees were caused by the sole negligence or willful misconduct of the City. In the event that a court of competent jurisdiction determines that this Franchise is subject to the provisions RCW 4.24.115, the parties agree that the indemnity provisions hereunder shall be deemed amended to conform to said statute and liability shall be allocated as provided therein.

E. Notwithstanding any other provisions of this Section, Franchisee assumes the risk of damage to its Facilities located in the Public Ways and upon City-owned property from such activities conducted by the City, its officers, agents, employees and contractors, except to the extent any such damage or destruction is caused by or arises from the negligent, willful, or malicious action on the part of the City, its officers, agents, employees, or contractors. Franchisee releases and waives any and all such claims against the City, its officers, agents, employees or contractors. Franchisee further agrees to indemnify, hold harmless and defend the City against any claims for damages, including, but not limited to, business interruption damages and lost

ORDINANCE - 14

Does not require codification

profits, brought by or under users of Franchisee's Facilities as the result of any interruption of service due to damage or destruction of Franchisee's Facilities caused by or arising out of activities conducted by the City, its officers, agents, employees or contractors, except to the extent any such damage or destruction is caused by or arises from the negligent, willful or malicious actions on the part of the City, its officers, agents, employees or contractors.

Section 19. Abandonment and Removal of Franchisee's Communication Facilities. Upon the expiration, termination, or revocation of the rights granted under this Franchise, the Franchisee shall remove its Facility or Facilities from the Public Ways of the City within 90 days.

A. Underground facilities: Franchisee shall remove any facilities which have not been used to provide telecommunications services for a period of at least 90 days when: (a) a City project involves digging that will encounter the abandoned facility; (b) the abandoned facility poses a hazard to the health, safety, or welfare of the public; (c) the abandoned facility is 30 inches or less below the surface of the rights-of-way and the City is reconstructing or resurfacing a street over the rights-of-way; or (d) the abandoned facility has collapsed, broke, or otherwise failed.

Franchisee may, upon written approval by the City, delay removal of the abandoned facility until such time as the City commences a construction project in the rights-of-way unless (b) or (d) above applies. When (b) or (d) applies, Franchisee shall remove the abandoned facility from the rights-of-way as soon as weather conditions allow, unless the City expressly allows otherwise in writing.

ORDINANCE - 15

Does not require codification

B. Aboveground facilities: Franchisee shall remove any facilities which have not been used to provide telecommunications services for a period of at least 90 days.

C. The expense of the removal, and restoration of improvements in the rights-of-way that were damaged by the facility or by the removal process, shall be the sole responsibility of the Franchisee. If, Franchisee fails to remove the abandoned facilities in accordance with the above, then the City may incur costs to remove the abandoned facilities and restore the rights-of-way, and is entitled to reimbursement from Franchisee for such costs, including reasonable attorney's fees and costs.

Section 20. Modification. The City and the Franchisee hereby reserve the right to modify the terms and conditions of this Franchise Agreement upon the written agreement of both parties to such modification. Said modifications shall be by ordinance of the City Council passed for that purpose and accepted by the Franchisee consistent with Section 31 of this Franchise.

Section 21. City Ordinances and Regulations. Nothing herein shall be deemed to direct or restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this Franchise, including any valid ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to control by appropriate regulations the locations, elevation, manner, or construction and maintenance of any Facilities by the Franchisee, and the Franchisee shall promptly conform with all such regulations, unless compliance would cause the Franchisee to violate other legal requirements.

ORDINANCE - 16

Does not require codification

Section 22. Survival. All of the provisions, conditions, and requirements of this Franchise shall be in addition to all other obligations and liabilities the Franchisee may have to the City at common law, by statute, or by contract. The provisions, conditions, and requirements of Sections 6, Relocation of Telecommunications Facilities; 7, Undergrounding of Facilities; 8, Work in the Public Ways; 10, Dangerous Conditions; 12, Restoration after Construction; 18, Indemnification; 19, Abandonment and Removal of the Franchisee's Facilities, shall survive the expiration or termination of this Franchise, and any renewals or extensions thereof and remain effective until such time as the Franchisee removes its communication Facilities from the Public Ways, or transfers ownership of said Facilities to a third party, all as provided herein. All of the provisions, conditions, regulations and requirements contained in this Franchise shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of the Franchisee and all privileges, as well as all obligations and liabilities of the Franchisee shall inure to its heirs, successors, and assigns equally as if they were specifically mentioned wherever the Franchisee is named herein.

Section 23. Severability. If any section, sentence, clause, or phrase of this Franchise should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Franchise.

Section 24. Assignment. This Franchise may not be assigned or transferred without the written approval of the City, which approval shall not be unreasonably withheld or delayed, except that the Franchisee may freely assign this Franchise in whole or part to a parent, subsidiary, or

ORDINANCE - 17

Does not require codification

affiliated corporation or as part of any corporate financing, reorganization or refinancing. In the event such a transfer or assignment of Franchisee's ownership is approved by the Washington Utilities and Transportation Commission, the City will be deemed to have consented to such transfer. Grantee will provide City with a copy of any such approval. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, such consent shall not be required unless and until the secured party elects to realize upon the collateral. The Franchisee shall provide prompt, written notice to the City of any such assignment.

In addition, Franchisee may, without the prior written consent of the City: (i) lease the Facilities, or any portion thereof, to another Person, provided, that such other Person shall obtain a City Franchise, if required; (ii) grant an Indefeasible Right of User Interest in the Facilities, or any portion thereof, to another Person; or (iii) offer or provide capacity or bandwidth in its Facilities to another Person; PROVIDED THAT: (i) Franchisee at all times retains exclusive control over such Facilities and remains responsible for locating, servicing, repairing, relocating or removing its facilities pursuant to the terms and conditions of this Franchise.

Section 25. Liability Insurance. Franchisee shall, at its own expense, upon adoption, obtain and maintain throughout the term this Franchise, a commercial general liability insurance policy with limits of at least five million dollars (\$5,000,000.00) per occurrence and five million dollars (\$5,000,000.00) aggregate, with the City named as an additional insured, protecting and saving the City harmless against liability for loss or damage for personal injury, death, or property damage occasioned by the operation of the Franchisee under this Franchise. Franchisee may utilize

ORDINANCE - 18

Does not require codification

primary and umbrella liability policies to satisfy the preceding per occurrence and aggregate insurance policy limit requirements. The Franchisee shall, within 30 days from the effective date of this Franchise, file with the City Clerk proof of continued insurance coverage, at least in the amounts required in this Section, through a Certificate of Insurance including the additional insured endorsement indicating City coverage required herein and a provision that said coverage may not be canceled without at least thirty days' notice to the City, filed as above provided. Such additional evidence thereof shall be furnished to the City from time to time as it shall require. In those situations where, through the Franchisee's negligent or intentional acts or omissions, damage has occurred, Franchisee's insurance shall be primary to any City insurance coverage or, in the event the City is self-insured, any Franchisee policy shall afford first dollar protection coverage for risks included in Franchisee's operations. The insurance required under this section may be through a utility self-insurance fund under which the Franchisee is insured.

Section 26. Legal Action to Enforce Franchise Terms. This Franchise is entered into in Clark County, Washington. In the event legal action is brought with respect to this Franchise, the State of Washington shall have personal jurisdiction over each of the parties and venue of any such action shall lie in the Superior Court of Clark County, or in the United States District Court for the Western District of Washington. In the event that legal action is brought with respect to this Franchise, the prevailing party shall be awarded its costs and reasonable attorney's fees in an amount to be determined by the Court.

Section 27. Revocation. This Franchise may be revoked by the City Council by resolution in the event the Franchisee shall fail, after notice or demand, to comply with any of the terms,

ORDINANCE - 19

Does not require codification

conditions, or obligations imposed upon the Franchisee hereunder, but the City shall have no obligation to do so. No forbearance by the City of any term of condition of this Franchise in any instance or at any time shall ever comprise a waiver or estoppel of the City's right to enforce said term condition.

Section 28. Notice. Any notice or information required or permitted to be given to the parties under this Franchise may be sent to the following addresses unless otherwise specified:

City:

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

Franchisee:

Ziply Fiber Pacific, LLC.
Legal and Regulatory Department
135 Lake St. So., Ste. 155
Kirkland, WA 98033

with an additional copy to:

Legal@ziply.com

Notice shall be deemed given upon receipt in the case of personal delivery, three days after deposit in the United States Mail in the case of regular mail, or the next day in the case of overnight delivery.

Section 29. Entire Franchise. This Franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon approval and acceptance of this Franchise.

Section 30. Acceptance. Within 60 days after the passage and approval of this Ordinance, this Franchise may be accepted by Franchisee by its filing with the City Clerk its written and sworn unconditional written acceptance and promise to comply with all terms of this Franchise. Failure

ORDINANCE - 20

Does not require codification

of the Franchisee to so accept this Franchise within said timeframe shall be deemed a rejection thereof, and the rights and privileges herein granted shall, after the expiration of the 60-day period, absolutely cease and determine, unless the time period is extended by ordinance passed for that purpose.

Section 31. Effective Date. Subject to compliance with Section 30 of this Ordinance, this Ordinance shall become effective five days from and after its final passage by the Vancouver City Council and publication of a summary of the Ordinance pursuant to City Charter.

SIGNED this _____ day of _____, 2023.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

ORDINANCE - 21

Does not require codification

SUMMARY

ORDINANCE M-_____

AN ORDINANCE relating to management of the public rights-of-way, granting to Ziply Fiber Pacific LLC, a Delaware limited liability company, a non-exclusive and revocable franchise to install, operate and maintain a telecommunications system in, on, over, upon along, and across public rights-of-way of the City of Vancouver, Washington, prescribing certain rights, duties, terms and conditions with respect to such franchise; providing for setting an effective date and conditions.

The full text of this Ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8799, or via www.cityofvancouver.us (Go to City Government and Public Records).

ORDINANCE - 22

Does not require codification



Staff Report: 222-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/11/2023

SUBJECT Professional Services Agreement for Armored Car Services

Key Points

- The armored car company picks up deposits daily at 5 locations across the city.
- The City issued an RFP in May 2015, with no responses.
- The City and the armored car provider have agreed to use the State of Oregon's contract to continue the professional service, which was recently extended until November 25, 2024.
- The City's current contract expires on November 25, 2023.
- The cost of the service will not change under the contract amendment.

Strategic Plan Alignment

N/A

Present Situation

The City currently utilizes armored car services through a contract with Loomis Armored US, LLC.

The City and Clark County went through a joint Request for Proposal (RFP) process in May 2015 for armored car services, with the goal that if the City and County combined efforts, the responding companies would offer more competitive pricing in order to receive the award of contracts from both the City and the County. No responses were received for the RFP.

The City and Clark County then looked at the option of piggy-backing on the State of Oregon or the State of Washington's armored car contract. After review and negotiations, Loomis agreed to offer its professional services to perform work per the Oregon Price Agreement 3396; RFP No. 102-1894-12R. On September 11, 2023, the State of Oregon signed Amendment 12 to this agreement, which extended the term of the price agreement with Loomis through November 2024.

Loomis has provided armored car services to the City under the current agreement since

February 1, 2016; the City's current agreement expires November 25, 2023. To ensure continuity of armored car services, staff recommends extending the City's agreement with Loomis, in alignment with the State of Oregon's agreement, until November 25, 2024, with the ability to extend an additional period until December 31, 2025, if such a term is available.

It is anticipated that additional procurement options for armored car services may become available in the next 24-30 months, but extending this agreement through that timeframe will ensure the City continues to receive this critical service while maintaining greater flexibility in the future.

Advantage(s)

Loomis Armored US, LLC has provided the full extent of armored car services for the City under the current agreement since February 1, 2016. The normal pickup cost is not changing under the contract amendment.

Disadvantage(s)

N/A

Budget Impact

The cost of armored car services is included in the 2023-2024 Biennial Budget.

Prior Council Review

Staff Report 007-16 – Council approved on January 25, 2016

Consent Agenda Item - Council approved on December 4, 2023

Action Requested

On December 11, 2023, subject to a second reading and public hearing, approve the ordinance.

Anthony Glenn, Treasurer, 360-487-8493

ATTACHMENTS:

- ▣ Loomis Contract Extension Ordinance
- ▣ Amendment No 8
- ▣ Loomis Contract - Vancouver
- ▣ Loomis Contract - State of Oregon

12/4/2023
12/11/2023

ORDINANCE M - _____

AN ORDINANCE authorizing the execution of a contract amendment with Loomis Armored US, LLC (“Contractor”), to continue providing armored car services (“Services”) to the City of Vancouver, Washington (“City”); authorizing a contract amendment extending the contract beyond its original five-year duration; providing for severability; and setting an effective date.

WHEREAS, Contractor has provided armored car services to the City under the current agreement beginning February 1, 2016, with the original two year term expiring May 20, 2018, an additional five-year option running from May 21, 2018 through May 20, 2023, and then a six-month bridge extension from June 1, 2023 to November 25, 2023; and

WHEREAS, to ensure continuity of armored car services, the City wishes to extend the use of Contractor’s Services until November 25, 2024, with the ability to extend an additional period until December 31, 2025, if such a term is available; and

WHEREAS, the City anticipates additional procurement options may become available in the next 24-30 months. Extending this agreement through that timeframe will ensure the City continues to receive this critical service while maintaining greater flexibility in the future; and

WHEREAS, pursuant to City Charter Section 11.05, the City Council has the authority to authorize the execution of contracts with a duration of more than five years by ordinance; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Approval. The City Manager or designee is hereby authorized to execute a contract amendment with Contractor for the continuation of Contractor’s Services to the City.

Section 2. Duration. The duration of such contract amendment is hereby authorized to extend beyond its original five-year duration, until no later than November 25, 2024, with the ability to extend an additional period until December 31, 2025, if such a term is available.

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

Section 4. Effective Date. This Ordinance shall go into effect five days after its recording.

DATE OF FINAL PASSAGE by the Vancouver City Council: _____.

SIGNED this _____ day of _____, 2023.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE authorizing the execution of a contract amendment with Loomis Armored US, LLC (“Contractor”), to continue providing armored car services (“Services”) to the City of Vancouver, Washington (“City”); authorizing a contract amendment extending the contract beyond its original five-year duration; providing for severability; and setting 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).

SERVICE AGREEMENT #C-84218

AMENDMENT No. 8

ARMORED CAR SERVICES

This Agreement amends the Professional Services Agreement number C-84218 by and between the City of Vancouver, hereinafter referred to as "City", and Loomis Armored US, LLC hereinafter referred to as "Contractor", whose address is 6645 N Ensign St, Portland, OR 97217 for services offered.

This amendment amends the original agreement as follows:

1. The last effective date of the Agreement is extended to November 25, 2024.
2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

This amendment in no way alters any other provisions of the original agreement.

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Loomis Armored US, LLC

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. 84218
ARMORED CAR SERVICES

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Loomis Armored US, LLC hereinafter referred to as "Contractor", whose address is 6645 N Ensign St Portland OR 97217.

WHEREAS, the City desires to engage the Contractor to provide secure collection, transportation and deposit of cash, monetary instruments, other valuable items and other related services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per Oregon Department of Administrative Services, Procurement Services issued Request for Proposal (RFP) No.102-1894-12R, Issued on March 14, 2013, Contractor's proposal to said RFP, and Oregon Price Agreement 3396 all by reference hereto made a part of this Agreement; and City Council has accepted the offer by Staff Report Number 007-16 dated 1/25/14.

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

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by the City, the services hereafter set forth in connection with this Agreement:

1. Statement of Work.

Contractor agrees to provide secure collection, transportation and deposit of cash, monetary instruments, other valuable items and other related services as scheduled by the City per Oregon Price Agreement 3396; RFP No. 102-1894-12R and Contractor's response to said RFP a copy of which is on file in City of Vancouver Procurement Services and by reference hereto made a part of this Agreement. Services are to be provided on a task order basis or on a task by task basis. All work must be authorized and approved by the City's Project Manager before any work begins. Contractor shall approach this project in a manner consistent with its customary practice. Contractor shall actively seek collaborative input from City staff.

Delivery shall be made to the City's designated depository. Designated depository is listed in attached Schedule A – Armored Vehicle Service Commitment by reference hereto made a part of this Agreement:

The City of Vancouver will be depositing daily with Bank of America (Portland Vault). Deposits are picked up Monday through Friday at the following locations



Location	Address	Cost
COV MARSHALL CENTER	1009 E MCLOUGHLIN BLVD	13.39/stop
COV UTILITIES DIVISION	2323 GENERAL ANDERSON AVE	13.39/stop
COV TENNIS & RACQUETBALL	5300 N 18TH ST	13.39/stop
COV FIRSTENBURG COMM	700 NE 136TH AVE	13.39/stop
COV COIN PICKUP	415 W 6TH ST	19.00/stop
COV CITY HALL	415 W 6TH ST	13.39/stop

The City reserves the right to modify deposit pickup locations and may change financial institutions with advance notification to the armored car service provider.

Pickup times shall occur during normal hours of operation for each location.

In addition to the services listed above, the Contractor shall also provide the following services at the rates specified:

1. Preparation of parking receipt spreadsheets of transaction details \$35.00/each
2. Coin canister processing fee \$22.00/canister
3. Coin wire transfers fee (through June 30, 2016) \$00.00/transfer

Compensation is limited to the amount specified for each specific task and/or sub-task.

Compensation may only be adjusted at the time of renewal per Oregon Price Agreement 3396, Exhibit B, Section 3.0 Price Adjustments. Proposed price changes must be submitted thirty (30) days prior to the renewal date of this Agreement and must be accompanied by documentation supporting such adjustments.

Compensation may be amended per Section 18 of this Agreement, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City. All services must be acceptable to the City, at the sole discretion of the City.

Travel expenses are not included in this contract.

This agreement is a purchase of professional services at the rates attached. Payment for these services shall not exceed \$175,000 unless authorized in writing by the City, according to Section 18 of this Agreement. A written amendment must be attached.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement, this Agreement, Purchase Orders, State of Oregon Price Agreement 3396, Contractor's submitted proposal to RFP No. 102-1894-12R and RFP No. 102-1894-12R.



3. Relation of Parties.

The Contractor, its subconsultants, agents and employees are independent contractors performing professional services for City and are not employees of City. The Contractor, its subconsultants, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, subconsultants, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

4. E-Verify.

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

5. Time of Performance.

The service of the Contractor is to commence as of January 1, 2016. It is agreed services hereunder shall be completed by May 20, 2018. The City reserves the right to extend this Agreement for up to an additional five (5) years subject to the prior approval of an extension of Oregon Price Agreement 3396 by the Oregon Department of Administrative Services.

6. Delays and Extensions of Time.

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

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net 30 days.

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



8. Ownership of Records and Documents.

All materials, writings and products produced by Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such materials, writing and products to the City. A copy may be retained by the Contractor.

9. Termination.

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

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

10. Evaluation and Compliance with the Law.

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

11. City Business and Occupation License.

Prior to performing work under this Agreement, Contractor shall secure a City of Vancouver Business and Occupation License under V.M.C. 5.04.090 for all work performed in the City and shall conform to VMC M-3774 (tax per employee statute).

12. Liability and Hold Harmless.

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

13. Insurance.



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

- a. **Liability Insurance.** Contractor shall maintain commercial General Liability insurance with a limit of not less than two million dollars (\$2,000,000) for each occurrence for any single claimant, and not less than four million dollars (\$4,000,000) for each occurrence for multiple claimants. The policy shall include coverage for bodily injury, property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.
- b. **Automobile Liability.** Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Contractor shall provide proof of insurance of not less than two million dollars (\$2,000,000) for each occurrence for any single claimant, and not less than four million dollars (\$4,000,000) for each occurrence for multiple claimants. The policy shall include coverage for bodily injury/death, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement.
- c. **City Listed as an Additional Insured:** The City of Vancouver, its agents, officers, directors, officials, and employees shall be listed as an additional insured on the Commercial General Liability policy and Automobile Liability Insurance policy, and shown on the certificate as an additional insured. A copy of the additional insured endorsement CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the certificate of insurance.
- d. **All Risk Cargo Insurance,** which includes employee theft and fidelity, for the loss, damage or destruction of the Sealed Containers or other City property while it is in the care, custody or control of Loomis, its agents or employees with limits of not less than \$2,000,000 per loss and shall list City of Vancouver, its agents, officers, directors, officials, and employees as additional insured. This coverage covers crime and theft on premises and in transit. Coverage and exclusions are listed on the certificate of insurance.
- e. **The commercial general liability policy** must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.



- f. Worker's Compensation. Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than one million dollars (\$1,000,000) for each accident, one million dollars (\$1,000,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.
- g. The Contractor shall comply with all employment security laws applicable to armored vehicle guards and armored car companies of the state of Washington, and shall timely make all required payments in connection therewith.
- h. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- i. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the certificate. Claims made policies will not be acceptable, except for All Risk Cargo Insurance.
- j. Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form.

14. Even Exchange.

CITY will not be engaging in even exchange services mentioned in the Oregon Agreement.

15. Liability.

Contractor agrees to assume the liability for any loss, according to the terms of this Agreement, of the securely sealed container(s) from the time Contractor signs for and receives physical custody of the sealed container(s) and responsibility terminates when the City or its designated consignee takes physical possession of the sealed container(s) and signs Contractor's receipt. If it is impossible to complete the delivery, Contractor shall be responsible for any loss until the sealed container(s) is returned to the City or its designated agent and a signed receipt obtained. While the sealed container(s) is stored in the City's premises, Contractor does not assume liability for any loss. If the City conceals or misrepresents any material fact or circumstance concerning the property or container, or the contents thereof, Contractor will have no liability for any loss in any way related to such fact or circumstance.

Under no circumstances will either party be liable to the other party for lost profits or for any indirect, incidental, consequential, special, punitive or exemplary damages; such as, but not limited to, loss of revenue, loss of interest, lost data, data transmission error or anticipated profits or lost business.



Contractor is responsible for ensuring picked-up container(s) are properly sealed prior to taking physical possession of these sealed container(s).

The value of coin canisters is unknown, but each coin canister is sealed and labeled. When these coin canisters are in the possession of the Contractor, Contractor is liable for the contents in these coin canisters. Contractor and City agrees Contractor is liable for the average value of these canisters, which is \$1,500 per coin canister, plus the actual cost to replace the lost or damaged coin canister.

16. Claims Notification.

It is understood that the City agrees to notify the Contractor, in writing, via certified mail, of any claim for loss within ten (10) calendar days after loss is discovered or should have been discovered in the exercise of due care, and in any event within forty-five (45) days after the pick-up by Contractor of the securely sealed container of property in connection with which the claim is asserted and unless such notice shall have been given, such claim shall be deemed waived.

17. Notices.

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

City:

Kevin Yin
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

Contractor:

Edward White
Loomis Armored US, LLC
6645 N Ensign St
Portland OR 97217

18. Amendments.

The parties anticipate that the Agreement may be amended by adding additional services of the kind or type within the scope of this Agreement to those services already identified. In addition, the parties anticipate that some services may be deleted, or that pricing may be modified that modifies the statement of work and terms and conditions. All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

19. Scope of Agreement.

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

20. Ratification.

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

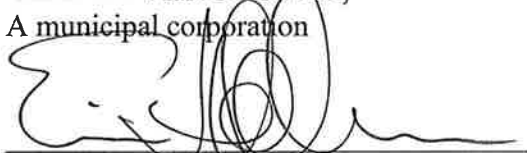


21. Governing Law/Venue.

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

DATED this 25th day of January, 2016

CITY OF VANCOUVER,
A municipal corporation


Eric Holmes, City Manager

CONTRACTOR:
Loomis Armored US, LLC

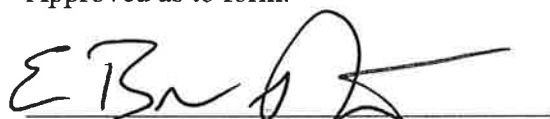

Signature:

Attest:


Lloyd Tyler, City Clerk
By: Carrie Lewellen, Deputy City Clerk

SARA W KATTAPONG
VP FINANCE & ACCOUNTING SERVICES
By: Printed Name / Title

Approved as to form:


E. Bronson Potter, City Attorney
By: Brent Boger, Assistant City Attorney



PRICE AGREEMENT 3396

This Price Agreement is between the State of Oregon ("State") acting by and through its Department of Administrative Services, Procurement Services, ("DAS PS") and Loomis Armored US, LLC., ("Contractor").

I. AGREEMENT

1.1 Definitions.

The following terms have the respective meanings as used in the Price Agreement:

"Authorized Agency" means those State Agencies that are subject to the procurement authority of the Director of the Department pursuant to ORS 279A.050 and 279A.140 and with delegated authority pursuant to OAR 125-246-0170. This term also includes the Oregon Department of Administrative Services (the "Department") when the Department is engaged in Public Contracting (as defined under OAR 279A.010 (1) (aa).

"Authorized Purchaser" means the State of Oregon, acting by and through DAS PS, Authorized Agencies, Independent Agencies, and ORCPP and WSPC Participants with appropriate purchasing authority under their applicable rules and regulations.

"Contract" means the agreement between an Authorized Purchaser and the Contractor formed by the acceptance of the firm offer of the Contractor by Authorized Purchaser's issuance of a Purchase Order or other means of order to purchase the Services under this Price Agreement.

"Contractor" means the person or organization entering into this Price Agreement with the State for the purchase of Services by an Authorized Purchaser.

"DAS PS" means the State of Oregon acting by and through its Department of Administrative Services - Procurement Services.

"Fuel Surcharge Percentage" means the multiplier applicable when the average cost of fuel exceeds \$5.00 per gallon as set forth in the "West Coast less California" line of the U.S. On-Highway Diesel Fuel Prices ("dollars per gallon") table documented at the US Energy Information Administration's (EIA) Website, <http://www.eia.gov/petroleum/gasdiesel/> . The Allowable Fuel Surcharge percentage varies according to Schedule B Fuel Surcharge Table.

"Independent Agencies" means those State Agencies with independent procurement authority pursuant to ORS 279A.050, 279A.170 or other provisions of applicable State law.

"ORCPP" means the Oregon Cooperative Purchasing Program, whose Participants include Independent Agencies, cities, counties, school districts, special districts, Qualified Rehabilitation Facilities (QRF's), residential programs under contract with the Oregon Department of Human Services, United States governmental agencies, and American Indian tribes or agencies. The current ORCPP list is found at this link: <http://www.oregon.gov/DAS/EGS/ps/docs/orcpp/orcpp-member-list.pdf>

"Participant" or "Participants" mean members of ORCPP or WSPC.



"Price Agreement" or "Agreement" means this agreement between the State and Contractor for the procurement of Services.

"Purchase Order" means the documentation, including but not limited to purchase orders, delivery orders and notices to proceed that are submitted to Contractor by an Authorized Purchaser initiating the purchase and delivery of Services under this Price Agreement.

"Securely Sealed" means contents are fully contained in a tamper resistant, tamper evident, container sealed with adhesive that is specifically designed to guard from danger or risk of loss or breach of confidentiality and that is properly labeled.

"Services" means the services to be performed by Contractor in accordance with the Price Agreement.

"State" means the State of Oregon.

"WSPC" means the Washington State Purchasing Cooperative, an agreement through which certain state of Washington qualified organizations may access certain State contracts for goods and services. The current member list is found at this link: <https://fortress.wa.gov/ga/apps/coop/Default.aspx>

1.2 Services.

1.2.1 During the term of the Price Agreement, Contractor shall provide the Services identified in Exhibit A in the quantity requested and at the time and place requested by an Authorized Purchaser.

1.2.2 Services shall be ordered by an Authorized Purchaser by use of a Purchase Order as described in Exhibit A.

1.2.3 Contractor shall remit to DAS PS Volume Sales Reports. as described in Exhibit D.

1.2.4 All Services shall be performed in the most highly professional manner, and in accordance with the utmost industry standards for armored vehicle services. Unless the method of performing a task is specified otherwise in this Price Agreement, Contractor shall employ methods that are generally accepted and used by the armored vehicle services industry. Failure to meet the performance requirements of this Price Agreement shall constitute a material breach.

1.3 Term.

1.3.1 The initial term of the Price Agreement begins on the date this Agreement has been signed by PS and Contractor and all required approvals have been obtained (the "Effective Date") and ends five years from the Effective Date unless terminated sooner in accordance with this Price Agreement. The Price Agreement may be extended for additional periods ("Extension Terms") by agreement of the parties as set forth below. The maximum term of this Price Agreement is ten (10) years.

1.3.2 DAS PS shall notify Contractor in writing prior to the expiration of the then current term if the DAS PS intends to extend the Price Agreement (the "Renewal Notice"). If Contractor agrees to the extension, it shall sign and return the Renewal Notice to DAS PS within the time period specified therein. If the Contractor does not agree, the Price Agreement shall expire according to its terms unless earlier terminated.

1.3.3 Notwithstanding the foregoing, DAS PS reserves the right in its sole discretion to extend the Price Agreement for a maximum of six (6) calendar months beyond any term. DAS PS shall notify Contractor in writing of the six-month extension prior to the expiration of the then current term.



1.4 Pricing, Invoicing and Payment.

1.4.1 Invoicing of Authorized Purchasers and payment of the Contractor for the Services shall be as described in Exhibit B.

1.4.2 The Authorized Purchaser obtaining Services under this Price Agreement is solely responsible for the payment of all amounts due to the Contractor. Contractor agrees to look only to the Authorized Purchaser for payment.

1.4.3 This Price Agreement constitutes a firm offer by the Contractor regardless of whether any order or purchase has been made or any performance has been tendered under the Price Agreement. The Price Agreement is enforceable for the period stated in the Price Agreement and notwithstanding ORS 72.2050; obligations there under are not revocable by the Contractor. See ORS 279B.140.

1.4.4 Prices for the Services may be adjusted only as described in Exhibit B.

1.4.5 Fuel Surcharges may be applied only as prescribed in Schedule B Fuel Surcharge Table.

1.5 Representations and Warranties.

1.5.1 The Contractor represents and warrants as follows:

- a) Contractor has the power and authority to enter into and perform the Price Agreement and any resulting Contracts. The Price Agreement and resulting Contracts, when executed and delivered, shall be valid and binding obligations of Contractor enforceable in accordance with their respective terms.
- b) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor shall apply that skill and knowledge with care and diligence and perform Services in a timely, professional and workmanlike manner in accordance with standards applicable to Contractor's industry, trade or profession.
- c) Contractor is and shall be, at all times during the term of this Price Agreement, qualified, professionally competent, and duly licensed to perform Services.
- d) Any goods provided as a part of the Services shall:
 - i. be free and clear of any liens or encumbrances; and
 - ii. comply with all applicable federal health and safety standards, including but not limited to, Occupational Safety and Health Administration (OSHA), and all Oregon safety and health requirements, including, but not limited to, those of the State Workers' Compensation Division.

1.5.2 All warranties provided shall be cumulative, and shall be interpreted expansively so as to afford the Authorized Purchasers and the State with the broadest warranty protection available.

1.6 Termination. The Price Agreement may be terminated as follows:

- a) The Price Agreement may be terminated at any time by mutual written agreement of DAS PS and Contractor.
- b) DAS PS may, at its sole discretion, terminate the Price Agreement upon 30 days written notice to Contractor for any or no reason.

The Contractor has no unilateral right to terminate the Price Agreement prior to the expiration or termination of the term of the Price Agreement.



1.7 Access to Records and Audit Rights. Contractor shall maintain, retain, and keep accessible all records relevant to the Price Agreement and Contracts (the "Records") for a minimum of six (6) years, or such longer period as may be required by applicable law following expiration or termination of the Price Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to the Price Agreement, whichever date is later ("Record Retention Period"). Financial Records shall also be kept in accordance with generally-accepted accounting principles. During the Record-Retention Period established in this Section, Contractor shall permit DAS PS and its duly authorized representative's access to the Records at reasonable times and places for purposes of examination and copying.

1.8 Compliance with Applicable Laws and Standards.

1.8.1 Contractor shall comply with all federal, state and local laws, rules, regulations, executive orders and ordinances applicable to the Price Agreement and any resulting Contract, all of which are incorporated herein by reference to the extent applicable.

1.8.2 DAS PS's agreement to maintain this Price Agreement in effect is conditioned upon Contractor's compliance with the obligations of contractors contemplated under ORS 279B.220, 279B.230 and 279B.235, which are incorporated by reference herein.

1.8.3 Contractor shall, to the maximum extent economically feasible in the performance of this Price Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

1.9 Amendments. No amendment of this Price Agreement is valid unless it is in writing and signed by the parties.

1.10 Transfer. Contractor shall not assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without first obtaining the written consent of DAS PS. DAS PS's consent to any subcontract (or other delegation of duties) does not relieve Contractor of any of its duties or obligations under this Agreement. This Agreement is binding upon and inures to the benefit of each of the parties, and, except as otherwise provided their permitted legal successors and assigns.

1.11 Force Majeure. Neither party is responsible for delay or default caused by an unallocated risk such as fire, riot, and acts of God or war, or by any other cause not within the control of the party whose performance is interfered with, and, which by the exercise of reasonable diligence, the party is unable to prevent. DAS PS may terminate this Price Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of this Agreement.

In the event of any such delay, Contractor's obligations are suspended to the extent of and for the duration of such causes. However, Contractor shall take all good faith efforts to eliminate the cause of any such delay, and upon the cessation of such cause, shall resume performance of Contractor's obligations with all reasonable diligence. If necessary, the period for performance under this Price Agreement will be extended to enable Contractor, once such causes have been removed, to fulfill its obligations hereunder.

1.12 Insurance. Prior to the Effective Date, Contractor shall obtain at its own expense, from insurance companies authorized to transact the business of insurance and issue coverage in the state of Oregon which are acceptable to DAS PS, the insurance described in Exhibit C.



1.13 Counterparts. This Agreement may be executed in two or more counterparts, each of which is an original, and all of which together are deemed one and the same instrument, notwithstanding that all parties are not signatories to the same counterpart.

1.14 Notices. All notices required under the Price Agreement shall be in writing and addressed to the party's authorized representative. For Authorized Purchasers, the authorized representative is identified in the Purchase Order. Contractor's authorized representative shall be the individual identified in this Price Agreement. Mailed notices shall be deemed received five (5) days after post marked, when deposited, properly addressed and prepaid, into the U.S. postal service. Faxed notices shall be deemed received upon electronic confirmation of successful transmission to the designated fax number. Personal delivery shall be effective upon delivery.

1.15 Governing Law, Venue and Consent to Jurisdiction.

1.15.1 The Price Agreement and any Contract shall be governed by and construed in accordance with the laws of the state of Oregon, without regard to principles of conflicts of laws.

1.15.2 Any claim, action, suit or proceeding (collectively, "Claim") between DAS PS and Contractor that arises from or relates to the Price Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the state of Oregon; provided, however, if a Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein shall be construed as a waiver of the State's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

1.15.3 Any claim, action, suit or proceeding between an Authorized Purchaser that is not an agency of the state of Oregon and Contractor that arises from or relates to a Contract shall be brought and conducted in accordance with Oregon or Washington law as applicable.

1.16 Subcontracting. Contractor shall not subcontract the provision of Services under the Price Agreement or a Contract, in whole or in part, without the prior written approval of DAS PS. Further, no such written approval shall relieve Contractor of any obligations under the Price Agreement or any resulting Contract, and any subcontractor or transferee shall be considered the agent of Contractor. The provisions of the Price Agreement and the Contract shall be binding upon, and shall inure to the benefit of the parties to the Price Agreement and their respective successors and permitted assigns.

1.17 Assignment and Delegation.

1.17.1 Contractor may not assign any of its rights under this Price Agreement except with the prior written consent of the other party. All assignments of rights are prohibited under this subsection, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other manner. For purposes of this Section, a "change of control" is deemed as an assignment of rights and "merger" refers to any merger in which a party participates regardless of whether it is the surviving or disappearing entity.

1.17.2 Contractor may not delegate any performance under this Price Agreement.

1.17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.



1.18 Merger Clause; Amendment; Waiver.

1.18.1 The Price Agreement constitutes the entire agreement between the parties on the subject matter thereof. There are no understandings, agreements, or representations, oral or written, not specified therein regarding the Price Agreement.

1.18.2 No waiver, consent, or amendment of terms of the Price Agreement shall bind either party unless in writing and signed by both parties, and all necessary approvals have been obtained. Waivers and consents shall be effective only in the specific instance and for the specific purpose given.

1.18.3 The failure of DAS PS to enforce any provision of the Price Agreement shall not constitute a waiver by the Authorized Purchaser of that or any other provision.

1.18.4 The parties anticipate that the Price Agreement may be amended by adding additional Services of the kind or type within the scope of this Price Agreement to those Services already identified in Exhibit A. In addition the parties anticipate deleting services; modifying the pricing; modifying the statement of work, and terms and conditions.

1.19 No Third Party Beneficiaries. DAS PS and Contractor are the only parties to this Price Agreement and are the only parties entitled to enforce the terms of this Price Agreement. Nothing in this Price Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Price Agreement.

1.20 Certification of Compliance with Tax Laws. By my signature on this Price Agreement, I, hereby attest or affirm under penalty of perjury: That I am authorized to act on behalf of the Contractor in this matter, that I have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws." For purposes of this certification, "Oregon tax laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

1.21 Certification of Compliance with Non-Discrimination Laws.

By my signature on this Price Agreement, I hereby attest or affirm under penalty of perjury: that I am authorized to act on behalf of Contractor in this matter, and to the to the best of my knowledge the Contractor has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontracts, and that the Contractor is not in violation of any nondiscrimination Laws.

1.22 Ownership of Materials. Any materials and communications developed by the Contractor within the course of performance of any Contract established by this Price Agreement shall be the property of the State, which shall be free to use such materials and communications as it sees fit.

1.23 Confidentiality. The Contractor shall not use or disclose at any time during or after the termination of this Price Agreement, any information discovered or developed in the course of the performance of this Price Agreement without the express written consent of an authorized representative of DAS PS. Any and all reports related to this Price Agreement shall be submitted to DAS PS's designated contact or designee. The Contractor shall maintain strict confidentiality of all test results.

1.24 News Release. News releases pertaining to this Price Agreement shall be made only with the prior written consent of DAS PS, and then only in coordination with the Oregon Department of Administrative Services.

II. TERMS FOR CONTRACTS UNDER THIS PRICE AGREEMENT

2.1 Contract Documents; Order of Precedence. The Contract consists of the Purchase Order and the provisions of this Part II and Exhibits A through D and Schedules A and B of the Price Agreement. In the event of a conflict between the Purchase Order and provisions of Part II and, Exhibits A through D and Schedules A and B, the provisions of Part II and Exhibits A through D and Schedules A and B take precedence.

2.2 Compliance with Applicable Laws and Standards.

2.2.1 Contractor shall comply with all federal, state and local laws, regulations, and ordinances applicable to the Contract as they may be adopted or amended from time to time.

2.2.2 Authorized Purchaser's performance under the Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to the Contract), 279B.230 and 279B.235 (if applicable to the Contract), which are incorporated into the Contract by reference. Contractor shall, to the maximum extent economically feasible in the performance of the Contract, use recycled paper (as defined in ORS 279A.010(1)(ee)), recycled PETE products (as defined in ORS 279A.010(1)(ff)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(gg)).

2.3 Foreign Contractor. If the amount of the Contract exceeds ten thousand dollars (\$10,000), and if Contractor is not domiciled in or registered to do business in the State, Contractor shall promptly provide to the Oregon Department of Revenue all information required by that Department relative to the Contract. Authorized Purchaser may withhold final payment under the Contract until Contractor has met this requirement.

2.4 Time is of the Essence. Time is of the essence for performance of Contractor's performance obligations under the Contract.

2.5 Force Majeure. Neither Authorized Purchaser nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, war, or any other cause which is beyond the party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Contract. Authorized Purchaser may terminate the Contract upon written notice to Contractor after reasonably determining that such delay or default will likely prevent successful performance of the Contract.



2.6 Funds Available and Authorized; Payments. If Authorized Purchaser is an agency of the State of Oregon, payment obligations under the Contract are conditioned upon Authorized Purchaser's receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Authorized Purchaser, in the exercise of its reasonable administrative discretion, to meet its payment obligations under the Contract. At the time the ordering instrument was issued, Authorized Purchaser had sufficient funds available and authorized to make payments under the Contract.

2.7 Independent Contractor Status; Responsibility for Taxes and Withholding.

2.7.1 Contractor is an independent contractor. Although the Authorized Purchaser reserves the right (i) to determine (and modify) the delivery schedule for the Services and (ii) to evaluate the quality of completed performance, Authorized Purchaser cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing any obligations required by the Contract.

2.7.2 Contractor is responsible for all federal and state taxes applicable to compensation or payments paid to Contractor under the Contract and, unless Contractor is subject to backup withholding, Authorized Purchaser will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under the Contract, except as a self-employed individual.

2.8 Indemnification.

2.8.1 CONTRACTOR SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE AUTHORIZED PURCHASER, THE STATE OF OREGON AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, PROCEEDINGS, LOSSES, DAMAGES, LIABILITIES, AWARDS AND COSTS OF EVERY KIND AND DESCRIPTION (INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES AT TRIAL, ON APPEAL AND IN CONNECTION WITH ANY PETITION FOR REVIEW) (COLLECTIVELY, "CLAIM") WHICH MAY BE BROUGHT OR MADE AGAINST ANY AUTHORIZED PURCHASER, THE STATE, OR THEIR AGENTS, OFFICIALS, EMPLOYEES AND ARISING OUT OF OR RELATED TO (I) ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE CAUSED BY ANY ALLEGED ACT, OMISSION, ERROR, FAULT, MISTAKE OR NEGLIGENCE OF CONTRACTOR, ITS EMPLOYEES, AGENTS, RELATED TO THE CONTRACT, (II) ANY ACT OR OMISSION BY CONTRACTOR THAT CONSTITUTES A MATERIAL BREACH OF THE CONTRACT, INCLUDING WITHOUT LIMITATION ANY BREACH OF WARRANTY, OR (III) THE INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY BY DELIVERY OR USE OF THE SERVICES. AUTHORIZED PURCHASER OR DAS PS SHALL PROMPTLY NOTIFY CONTRACTOR IN WRITING OF ANY CLAIM OF WHICH AUTHORIZED PURCHASER OR STATE BECOMES AWARE. CONTRACTOR'S OBLIGATION UNDER THIS SECTION SHALL NOT EXTEND TO ANY CLAIM PRIMARILY CAUSED BY THE NEGLIGENT OR WILLFUL MISCONDUCT OF AUTHORIZED PURCHASER.

2.8.2 THE OREGON ATTORNEY GENERAL MUST GIVE WRITTEN AUTHORIZATION TO ANY LEGAL COUNSEL PURPORTING TO ACT IN THE NAME OF, OR REPRESENT THE INTERESTS OF, THE STATE OR ITS OFFICERS, EMPLOYEES AND AGENTS PRIOR TO SUCH ACTION OR REPRESENTATION. FURTHER, THE STATE, ACTING BY AND THROUGH ITS DEPARTMENT OF JUSTICE, MAY ASSUME ITS OWN DEFENSE, INCLUDING THAT OF ITS OFFICERS, EMPLOYEES AND AGENTS, AT ANY TIME WHEN



IN THE STATE'S SOLE DISCRETION IT DETERMINES THAT (I) PROPOSED COUNSEL IS PROHIBITED FROM THE PARTICULAR REPRESENTATION CONTEMPLATED; (II) COUNSEL IS NOT ADEQUATELY DEFENDING OR ABLE TO DEFEND THE INTERESTS OF THE STATE, ITS OFFICERS, EMPLOYEES OR AGENTS; (III) IMPORTANT GOVERNMENTAL INTERESTS ARE AT STAKE; OR (IV) THE BEST INTERESTS OF THE STATE ARE SERVED THEREBY. CONTRACTOR'S OBLIGATION TO PAY FOR ALL COSTS AND EXPENSES SHALL INCLUDE THOSE INCURRED BY THE STATE IN ASSUMING ITS OWN DEFENSE AND THAT OF ITS OFFICERS, EMPLOYEES, OR AGENTS UNDER (I) AND (II) ABOVE.

2.9 Breach.

2.9.1 By Contractor. Contractor breaches the Contract if:

- a) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
- b) Contractor no longer holds a license or certificate that is required for Contractor to perform Contractor's obligations under the Contract; or
- c) Contractor commits any breach of any covenant, warranty, obligation or certification under the Contract, provided however that Contractor may cure the breach within the period specified in Authorized Purchaser's notice of default when Authorized Purchaser determines the breach is curable by Contractor.

2.9.2 By Authorized Purchaser. Authorized Purchaser breaches this Contract if:

- a) Authorized Purchaser fails to pay Contractor any amount pursuant to the terms of this Contract, and Authorized Purchaser fails to cure such failure within ten (10) business days after delivery of Contractor's notice or such longer period as Contractor may specify in such notice; or
- b) Authorized Purchaser commits any breach of any covenant, warranty, or obligation under the Contract and such breach is not cured within ten (10) business days after delivery of Contractor's notice of breach or such longer period as Contractor may specify in such notice.

2.10 Remedies.

2.10.1 Authorized Purchaser's Remedies. If Contractor is in breach under Section 2.9.1, in addition to the remedies afforded elsewhere in the Contract, the Authorized Purchaser may recover any and all damages suffered as the result of Contractor's breach, including but not limited to direct, indirect, incidental and consequential damages. Authorized Purchaser may, at its option, pursue any or all of the remedies available to it under the Contract and at law or in equity, including, but not limited to:

- a) Termination of the Contract as provided in Section 2.11.1;
- b) Withholding all monies due for invoiced Services that Contractor is obligated but has failed to deliver or perform within any scheduled completion dates or has performed inadequately or defectively;
- c) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief; and



- d) Exercise of its right of setoff, and withholding of monies otherwise due and owing in an amount equal to Authorized Purchaser's setoff without penalty to Authorized Purchaser.
- e) These remedies are cumulative to the extent the remedies are not inconsistent, and Authorized Purchaser may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

If Contractor is in breach under Section 2.9.1, Contractor shall be responsible for any fees in excess of the then current agreed upon rates required to ensure that no lapse in service occurs. DAS PS reserves the right to make selection of a replacement contractor that is best suited to meet the needs of Authorized Purchasers and ensures uninterrupted service. This responsibility shall continue until DAS PS completes the procurement process and executes a replacement contract for the services covered by the Agreement.

2.10.2 Contractor's Remedies. If Authorized Purchaser terminates the Contract, or if Authorized Purchaser is in breach under Section 2.9.2 and whether or not Contractor elects to exercise its right to terminate the Contract under Section 2.11.3, Contractor's sole remedy is a claim against Authorized Purchaser for the unpaid price for Services delivered and accepted by Authorized Purchaser. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section, Contractor shall pay any excess to Authorized Purchaser upon written demand.

2.11 Termination.

2.11.1 By Mutual Consent. The Contract may be terminated at any time by mutual written consent of Authorized Purchaser and Contractor.

2.11.2 Rights of Authorized Purchaser. Authorized Purchaser may, at its sole discretion, terminate the Contract for convenience at any time prior to performance of the Service by Contractor. Authorized Purchaser may terminate the Contract immediately upon notice to Contractor, or at such later date as Authorized Purchaser may establish in such notice, upon the occurrence of any of the following events: (a) Authorized Purchaser fails to receive funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Authorized Purchaser, in the exercise of its reasonable administrative discretion, to meet its payment obligations under the Contract; (b) federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the purchase of the Services by Authorized Purchasers under the Price Agreement is prohibited, or Authorized Purchasers are prohibited from paying for such Services from the planned funding sources; or (c) Contractor is in breach of the Contract under Section 2.9.1. Upon receipt of written notice of termination, Contractor shall stop performance under the Contract if and as directed by Authorized Purchaser.

2.11.3 Rights of the Contractor. Contractor may terminate the Contract with a minimum ten (10) calendar days written notice to Authorized Purchaser, if Authorized Purchaser is in breach of this Contract as described in Section 2.9.2.

2.11.4 Contract Transition Plan. Contractor shall fully cooperate with DAS SP and Authorized Purchasers to effectively carry out the transfer of services to a subsequent contractor. Contractor agrees to work with DAS PS, Authorized Purchasers and the subsequent contractor to create and implement a transition plan and ensure that an effective and efficient transition between service providers occurs with no lapse in service. Contractor agrees to provide the subsequent contractor with any details pertinent to services provided to Authorized Purchasers under this Agreement.



2.12 Access to Records. Contractor shall retain, maintain, and keep accessible all records relevant to the Contract (the "Records") for a minimum of six (6) years, or such longer period as may be required by applicable law following expiration or termination of the Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever date is later. Financial Records will also be kept in accordance with Generally Accepted Accounting Principles (GAAP). During the record-retention period established in this Section, Contractor shall permit PS, the Authorized Purchaser, their duly authorized representatives, and the federal government access to the Records at a reasonable time and place for purposes of examination and copying.

2.13 Notices. All notices required under the Contract must be in writing and addressed to the party's authorized representative. For Authorized Purchasers, the authorized representative is identified in the Purchase Order. Contractor's authorized representative is Contractor's Contract Administrator identified in the Price Agreement. Mailed notices will be deemed received five (5) business days after post marked, when deposited, properly addressed and prepaid, into the U.S. postal service. If a notice is sent by facsimile, upon receipt by the party giving the notice of an acknowledgment or transmission report generated by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the recipient's facsimile machine and number. Personal delivery is effective upon delivery.

2.14 Governing Law. This Contract is governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws.

2.15 Venue; Consent to Jurisdiction.

2.15.1 State Contract Venue; Consent to Jurisdiction. Any claim, action, suit or proceeding (collectively, "Claim") between an Authorized Purchaser that is an agency of the State of Oregon and Contractor that arises from or relates to the Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein shall be construed as a waiver of the State's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

2.15.2 ORCPP and WSPC Contract Venue; Consent to Jurisdiction. Any Claims between Contractor and an ORCPP or WSPC Authorized Purchaser other than an agency of the State of Oregon that arise from or relate to the Contract order shall be brought and conducted solely and exclusively within the Circuit Court of the county in which such ORCPP Authorized Purchaser resides, or at the ORCPP or WSPC Authorized Purchaser's option, within such other county as the ORCPP or WSPC Authorized Purchaser is entitled under the laws of the relevant jurisdiction to bring or defend Claims. If any such Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District in which such ORCPP or WSPC Authorized Purchaser resides. CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing



herein shall be construed as a waiver of ORCPP or WSPC Authorized Purchaser's sovereign or governmental immunity, if any, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

2.16 Survival. The following provisions survive termination or expiration of this contract: Sections 2.8, 2.10, 2.12, 2.14, 2.15, 2.17; Section 3 of Exhibit C ("TAIL" COVERAGE) and Exhibit D.

2.17 Severability. If any provision of the Contract is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

2.20 Assignments, Subcontracts, and Successors. Contractor shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities under the Contract, in whole or in part, without the prior written approval of the Authorized Purchaser. Further, no such written approval shall relieve Contractor of any obligations under the Contract, and any assignee, transferee, or delegate shall be considered the agent of Contractor. The provisions of the Contract are binding upon, and shall inure to the benefit of the parties and their respective successors and permitted assigns.

2.21 Merger Clause; Amendment; Waiver. The Contract constitutes the entire agreement between Contractor and Authorized Purchaser on the subject matter of the Contract. There are no understandings, agreements, or representations, oral or written, not specified in the Contract on the subject matter. No amendment of this Contract is valid unless it is in writing and signed by the parties. No waiver or consent is effective unless in writing and signed by the party against whom it is asserted. Waivers and consents are effective only in the specific instance and for the specific purpose given. The failure of the Authorized Purchaser to enforce any provision of the Contract is not a waiver by Authorized Purchaser of that or any other provision.

2.22 Volume Sales Reports. Contractor shall comply with the VRS requirements of the Price Agreement set forth in Exhibit D.

2.23 Assignment of Antitrust Rights. Contractor irrevocably assigns to the State Of Oregon any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of 15 U.S.C. § 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under the Contract, including, at the State's option, the right to control any such litigation on such claim or relief or cause of action. Contractor shall require any subcontractors hired to perform any of Contractor's duties under the Price Agreement to irrevocably assign to the State of Oregon, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of 15 U.S.C. § 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of the Price Agreement, including, at the State's option, the right to control any such litigation on such claim or relief or cause of action.

CERTIFICATIONS AND SIGNATURE OF CONTRACTOR'S AUTHORIZED REPRESENTATIVE.

THIS PRICE AGREEMENT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF CONTRACTOR.



The undersigned certifies under penalty of perjury both individually and on behalf of Contractor that:

- A. The undersigned is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Price Agreement and to execute this Price Agreement on behalf of Contractor;
- B. Contractor has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontracts, and that Contractor is not in violation of any nondiscrimination laws;
- C. Contractor will furnish federal identification number or Social Security number under a separate document;
- D. Contractor is bound by and shall comply with all requirements, terms and conditions contained in this Price Agreement;
- E. Contractor will furnish the Services in accordance with Contracts under this Agreement; and
- F. All Contractor affirmations contained in its bid or proposal related to this Agreement are true and correct.



ACKNOWLEDGED AND AGREED:

Contractor (print Contractor's name): Loomis Armored US, LLC.

Authorized Signature: _____

By (print name): Jarl Dahlfors

Title: President & CEO

Date: 5/22/2013

Contractor Telephone Number: (713) 435-6700

Contractor Toll free Telephone Number: () N/A

Contractor Telephone Number for Collect Calling purposes: (713) 435-6700

Contractor Price Agreement Administrator (Type or Print):

Oronzo Coppola

Contact Telephone Number: (503) 289-8478

Fax Number: (503) 808-7235

E-Mail Address: Oronzo.Coppola@us.loomis.com

Contractor Contract Administrator (Type or Print): Oronzo Coppola

Contact Telephone Number: (503) 289-8478

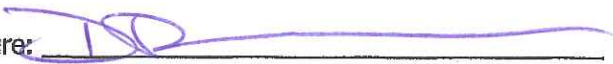
Fax Number: (503) 808-7235

E-Mail Address: Oronzo.Coppola@us.loomis.com



SIGNATURE OF DAS PS'S AUTHORIZED REPRESENTATIVE:

DAS PS of Oregon acting by and through the Department of Administrative Services, DAS PS Purchasing Office

Authorized Signature: 

By (print name): Debbie Dennis

Title: Procurement Services Manager

Date: 5/21/2013

DAS PS Price Agreement Administrator (Type or Print): Dion Kerlee

Contact Telephone Number: (503) 378-2816

Fax Number: (503) 373-1623

E-Mail Address: dion.kerlee@state.or.us

APPROVED BY THE DEPARTMENT OF JUSTICE:

By: e-mail from Glen Driveness, AAG Dated: Wednesday, May 15, 2013 1:49 PM



EXHIBIT A
SERVICES; PURCHASE ORDERS

1. THE SERVICES: The Contractor shall provide secure collection, transportation and deposit of cash, monetary instruments and other valuable items. The Contractor shall adhere to a route schedule, based upon the times specified in the Collection and Delivery Schedule. If the time for pickup that is desired by an Authorized Purchaser is not feasible, the Contractor and Authorized Purchaser may agree to an alternate time. **In no case shall an Authorized Purchaser be scheduled for a time that is not requested by the Authorized Purchaser.**

- A. Contractor shall maintain a master list of Authorized Purchaser pick up locations. The Authorized Purchaser master list shall include columns for "Authorized Purchaser name", "Authorized Purchaser address", "Authorized Purchaser phone number", "Authorized Purchaser contact person", "agreed upon pick up days", "agreed upon pick up times" and "deposit destinations".
- B. Contractor shall ensure that collection and delivery time for each Authorized Purchaser does not vary more than 30 minutes from the approved route schedule. Collection of deposits shall not be scheduled for later than 4:30 PM. Deposits shall be delivered to the location(s) designated below by the times shown on the day the deposit is collected, unless otherwise specified. Collection days shown exclude Authorized Purchaser-observed holidays, unless otherwise requested by the Authorized Purchaser. If a pick-up time requested by the Authorized Purchaser is after the deposit cutoff time, the Contractor shall hold the deposit in its vault overnight for deposit the following business day.
- C. Contractor shall provide sufficient personnel and a back-up transport to ensure that service will be provided in a timely manner.
- D. Authorized Purchasers and locations may be added or deleted from this Price Agreement upon 30 days' written notification to the Contractor. Adding and deleting locations, amending pick up details and stopping or starting services shall be facilitated by submitting the form identified as Schedule A to the DAS PS Contract Administrator.

1.1 DEPOSIT DELIVERY: The Contractor shall deliver all items to the depository cash vault utilized by Authorized Purchasers the same day as collected. In the event the Contractor fails to deliver all items in the same day the Contractor shall retain the items in Contractor's vault and assumes all responsibility for the items until the items are delivered to the appointed depository. Contractor shall notify Authorized Purchaser immediately that the items were not delivered and shall indicate the location of the items and intended delivery time to the depository.

Contractor agrees to assume the liability for any loss, according to the terms of this Agreement, of the securely sealed container(s) from the time Contractor signs for and receives physical custody of the sealed container(s) and responsibility terminates when State or an Authorized Purchaser or its designated consignee takes physical possession of the sealed container(s) and signs Contractor's receipt.

1.2 DEPOSITORY LOCATION AND TIMES: Deposits shall be made on a daily basis at the following locations and at times agreed upon by U.S. Bank and Contractor:

Portland, U.S. Bank (TBD)

US Bank Tower



111 SW 5th Ave
Portland, OR 97204

1.2.1 Contractor shall not deviate from depositing to these locations without written permission from DAS PS. There shall be absolutely no bank branch deposits, supermarket branch deposits, or after hours deposits in depository boxes without the prior written permission of DAS PS.

1.2.2 DAS PS reserves the right to change deposit locations in the event the State of Oregon enters into a new Price Agreement with a different financial institution.

1.2.3 For Department of Motor Vehicles (DMV) deposits, the Contractor may deviate from the depository locations established in this Section at the request of each DMV location. The DMV location shall specify depository location to the Contractor. Further, for DMV locations outside of the Willamette Valley, Contractor may use bank branches as depository locations.

1.2.4 ORCCP and WSPC Authorized Purchasers may specify alternate depository locations to the Contractor.

1.3 CASH VAULT ACCESS: Contractor must adhere to the following requirements for Armored Vehicle access to US Bank cash vault docks:

1.3.1 The Contractor shall maintain the business license required to operate as an Armored Vehicle Service provider within the service region or local area being serviced.

1.3.2 The Contractor shall furnish US Bank with a recent photograph and signature list of all Contractor personnel requesting access. This list must be on Contractor's letterhead or authorized signature cards designed for that purpose. These must be updated any time staff additions or deletions are made. At no time will a Contractor employee be admitted into a US Bank cash vault facility without first having their picture and signature sample on file at that facility.

1.3.3 Bank cash vault management shall be notified within 24 hours whenever an authorized employee of the Contractor is dismissed or otherwise severs that employment.

1.3.4 Admittance to the cash vault shall only be granted to a qualified armored vehicle with the Contractor's name prominently displayed on the vehicle. Other vehicles such as vans, passenger automobiles, courier trucks and the like shall not be granted access to the dock area.

Unmarked armored vehicles will only be granted access to US Bank cash vault docks after receiving written approval from local US Bank cash vault management.

1.3.5 Contractor uniforms and Contractor-issued photo identification badges shall be worn by Contractor's employees at all times while on bank premises.

1.4 DEPOSITORY REQUIREMENTS:

1.4.1 Contractor shall not pick-up any depository bags that are not securely sealed or that appear damaged.

1.4.2 Contractor shall only accept tamper proof depository bags that are labeled with an identification number.

1.4.3 Contractor shall verify that the deposit slip is visible and readable through the clear depository bags. If non-clear bags are used, Contractor must verify bag identification numbers only.



1.4.4 Contractor shall require a signature from US Bank cash vault employee on its manifest acknowledging the receipt of the deposit.

1.5 AFFECTED PARTY NOTIFICATION: If Contractor's personnel are anticipated to be ahead of or behind schedule by more than thirty (30) minutes of the agreed-upon pickup time, Contractor shall notify all affected parties identified in the service commitment between the parties. This requirement includes, but is not limited to, depository personnel and the Authorized Purchaser's contacts.

1.6 EVEN EXCHANGE: Contractor shall provide even exchange of currency and coin as requested by Authorized Purchasers. Contractor shall provide next day delivery for coin or currency requests received before 12pm noon. Contractor shall provide Saturday, Sunday, and Monday delivery for coin or currency requests received before 12pm noon Friday. Contractor must provide coin and currency exchange at the rates outlined in Section 5 PRICING SUBMISSION FORM. Contractor shall itemize any even exchange charges on monthly invoice to Authorized Purchaser.

1.7 ARMORED VEHICLE REQUIRED: Contractor shall use an armored vehicle at all times while performing the services under this Price Agreement. Under no circumstances shall the Contractor allow the use of a non-armored vehicle under this Price Agreement. In the event of an armored vehicle breakdown, Contractor shall acquire an appropriate substitute, armored vehicle to complete the services required under the Price Agreement.

1.8 ONE VEHICLE: Contractor shall pick up receipts and those receipts shall stay secured in the same vehicle used until the receipts are deposited at the cash vault. The Contractor shall not transfer receipts from one vehicle to another, unless a circumstance prevents the original vehicle from completing the delivery to the cash vault. If a second vehicle is required, an armored vehicle must be used.

1.9 CONTRACTOR PERSONNEL: Contractor shall maintain an employment policy that includes but is not limited prior employment verification, motor vehicle records minimums, criminal background checks, drug screenings, medical examinations, credit reports and agility testing. Contractor shall not utilize any employee in the performance of services who has been convicted of any crime involving dishonesty, who is under indictment, has been convicted of ANY crime, or has any criminal, psychological, or employment history that in Contractor's reasonable judgment poses a risk to the security and confidentiality requirements of the Price Agreement or to the safety of persons.

DAS PS or Authorized Purchaser reserves the right to refuse Contractor, its employees, and its agent's access to its premises.

1.10 TWO-GUARD CREWS: Contractor shall provide two-guard crews when providing services. Armored vehicles shall NOT to be left unattended at any time and two guards are required for each vehicle. One guard shall stay with the vehicle while the other guard picks up the receipts.

1.11 UNIFORMS AND I.D. REQUIRED: Contractor's employees performing the collection of moneys and picking up the daily deposits from Authorized Purchasers are required to wear security guard uniforms and have photo identification pinned to the left front side of uniform while performing services.

1.12 CONTACT PERSONS: Contractor shall designate one or more persons responsible for Contractor's work under this Price Agreement. Contractor shall provide to DAS PS and Authorized Purchasers the names, addresses and telephone numbers of such persons and shall keep this information current at all times. Should contact with such persons require long distance calls, the State reserves the right to call collect.



1.13 CHANGE IN SPECIFICATIONS: Contractor shall notify PS any time changes or modifications would result in improved services or savings to Authorized Purchasers.

1.14 DESIREABLES: Any desirable components submitted by the proposer and accepted by DAS PS to be attached.

1.15 SPECIAL REQUIREMENTS: Special circumstances may occur at various Authorized Purchaser sites at certain times of the year that generate large volumes of deposits, i.e. University registration periods, athletic events, state fairs, tax collections, etc. Contractor shall cooperate with Authorized Purchaser to accommodate any special depository requirements as needed by the Authorized Purchaser. Contractor shall be notified by Authorized Purchaser of any special requirements at least one week prior to the event(s).

1.16 LICENSES AND CERTIFICATIONS: Contractor shall comply with the Private Security Providers Act as administered by the Oregon Department of Public Safety, Standards and Training, while performing the services required under this Price Agreement. Contractor or its employees shall have all required certifications and comply with all requirements as set forth in ORS 181.870 through 181.991.

Contractor will ensure that private security officers and managers are licensed by the Department of Public Safety, Standards and Training (DPSST), as Private Security Services Providers. Contractor shall be required to submit copies of licenses and certifications from the DPSST for any manager who oversees personnel and for all private security officers. Contractor shall keep current all licenses and certifications. Any changes shall immediately be sent to the DAS PS designated point of contact by electronic notification. Contractor will be required to submit copies of required licenses and certifications for any new managers and private security officers before they begin work.

2. PURCHASE ORDERS

2.1 Authorized Purchasers may order Services during the term of this Agreement using a form of Purchase Order as follows:

- a) Authorized Purchaser shall submit with each Purchase Order, a completed Schedule A Service Commitment Identifying the agreed upon service details. The Contractor shall sign the Service Commitment and forward to the DAS Procurement Services Contract Administrator.
- b) Authorized Purchasers that are agencies of the State of Oregon may use either of the following as ordering instruments: i) the PS approved purchase order form; or ii) an electronic ordering method when the Authorized Purchaser is using a Small Purchase Order Transaction System (SPOTS) card. Unless expressly authorized by PS in writing, Contractor shall not accept a different type of ordering instrument from a State agency.
- c) Authorized Purchasers that are not agencies of the State of Oregon may use their own Purchase Order forms.
- d) To be effective, the Purchase Order must specify all of the following:
 - i) The mandatory Purchase Order language set forth in section 2.6 below.
 - ii) The specific Services ordered.



- iii) The net price.
- iv) The requested delivery schedule.
- v) The delivery location(s).
- vi) The invoicing address.
- vii) The Authorized Purchaser's authorized representative and relevant contact information, including an e-mail address or fax number.

2.2 Contractor shall accept Purchase Orders from Authorized Purchasers that comply with the provisions of this Price Agreement until this Price Agreement terminates. Each such Purchase Order Contractor accepts shall create a separate Contract between the parties, enforceable in accordance with the terms thereof and independent of all other such Contracts. DAS PS is not obligated or liable under a Purchase Order unless DAS PS is the Authorized Purchaser.

2.3 A Contract created by a Purchase Order consists only of the terms specified or required by the Price Agreement. Additional, different or conflicting terms and conditions in any Purchase Order are of no effect. Contractor shall reject any Purchase Order that does not meet the requirements of the Price Agreement.

2.4 Contractor shall reject a Purchase Order from any entity that is not an Authorized Purchaser. Contractor may verify Authorized Purchasers that are ORCPP participants at the following address:

<http://www.oregon.gov/DAS/EGS/ps/docs/orcpp/orcpp-member-list.pdf> ..

Contractor may verify Authorized Purchasers that are ORCPP participants at the following address:

<https://fortress.wa.gov/ga/apps/coop/Default.aspx>

2.5 Nothing in the Price Agreement obligates any Authorized Purchaser to place any Purchase Order.

2.6 MANDATORY PURCHASE ORDER LANGUAGE:

THIS PURCHASE IS SUBMITTED PURSUANT TO DAS PS OF OREGON **PRICE AGREEMENT # 3396**. THE PRICE AGREEMENT INCLUDING STANDARD CONTRACT TERMS AND CONDITIONS (T'S & C'S) CONTAINED IN THE PRICE AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE AND APPLY TO THIS PURCHASE AND TAKE PRECEDENCE OVER ALL OTHER CONFLICTING T'S AND C'S, EXPRESS OR IMPLIED.

2.7 Authorized Purchaser shall add or delete locations, change pickup details and initiate or terminate services by submitting the form identified as Schedule A to the DAS PS Contract Administrator.

EXHIBIT B
PAYMENT, INVOICING AND PRICING

1.0 PAYMENT.

1.1 Authorized Purchaser shall pay Contractor for Services performed, accepted and properly invoiced at prices that do not exceed the prices set forth in this Exhibit B. Contractor and Authorized Purchaser may agree to lower prices. Those lower prices only apply to applicable Contract between Contractor and Authorized Purchaser.

1.2 Contractor shall look solely to Authorized Purchaser for payment of all amounts that may be due under the Contract. **AUTHORIZED PURCHASER IS SOLELY RESPONSIBLE FOR PAYMENT UNDER THIS CONTRACT.**

1.3 Payment for accepted Services provided to an Authorized Purchaser that is not an Oregon DAS PS Agency is due within 45 days of receipt of a proper invoice from the Contractor.

1.4 Payment for accepted Services provided to an Authorized Purchaser that is an Agency of the DAS PS of Oregon is governed by ORS 293.462.

1.5 Authorized Purchaser will not reimburse Contractor for any travel or parking expenses under this Price Agreement.

1.6 Upon request by DAS PS, Contractor shall provide the percentage of Contractor's total costs for labor, insurance, administrative costs, vehicles maintenance and repair, fuel and overhead as these items relate to the rates listed in Exhibit B.

2.0 INVOICES

2.1 Contractor may invoice an Authorized Purchaser at the end of each calendar month, and no more frequently. Each invoice must include the following information:

- a. The Price Agreement number;
- b. The Purchase Order number;
- c. Authorized Purchaser contact person;
- d. Service Addresses;
- e. Monthly Rate per address;
- f. Billing Period;
- g. Any allowable surcharges (if applicable per Section 4.0 and Schedule B);

2.2 Contractor shall send all invoices to Authorized Purchaser's administrator at the address specified or to any other address that Authorized Purchaser may indicate in writing to Contractor.

3.0 PRICE ADJUSTMENTS

3.1 All prices and discounts shall be firm for the Initial Term of the Price Agreement.

3.2 Adjustments in prices or discounts can be considered by the DAS PS, only at the time of renewal. Proposed price changes must be submitted 30 days prior to the Price Agreement renewal date and must be accompanied by documentation supporting such adjustments.



3.3 Price adjustments shall be equal to the percentage change (increase or decrease) of the base index identified in section 3.4, from the rate twelve (12) months prior e.g. January to January December to December etcetera. At no time shall the percentage increase exceed 5%.

3.4 Price adjustment requests must be supported by the following Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics.

Series ID: PCU561612561612
Group: Security Guards and Patrol Services
Item: Security Guards and Patrol Services
Base Data: 200412
Website: <http://www.bls.gov/data/>

3.5 It is the Contractor's responsibility to provide documentation supporting any price adjustment requested. Documentation shall include, but is not limited to, all applicable indices and other direct costs to substantiate adjustment request.

3.6 Price increase requests will not be granted retroactively or for years in which Contractor failed to request increases.

3.7 Example of Price Adjustment calculation:

PPI Group	Bid Price	Index on contract execution (e.g., 1/1/12)	Index at 12 months (e.g., 1/1/2013)	Change in Index	Percent Change	Adjusted Price
SG & PS	125.00	109.3	110.2	.01	1%	\$126.25

3.8 DAS PS reserves the right to accept or reject any proposed price changes, in the best interest of the DAS PS. If the proposed price or discount changes are accepted, they shall become effective on the first day of the Extension Period.

3.9 DAS PS and Authorized Purchasers shall be given the benefit of any price decrease. Contractor shall notify DAS PS at the time of Price Agreement renewal, of the amount and effective date of the decrease. This decrease shall apply to orders placed on or after the Effective Date of the Price Agreement extension. Invoices shall reflect prices in effect on the date the Authorized Purchasers Ordering Document was written.

3.10 Should such decreased prices again increase during the term of the Price Agreement, including extensions, DAS PS shall honor the increase if acceptable documentation verifying the increase is submitted to DAS PS Procurement Office. DAS PS Procurement Office shall determine what constitutes acceptable documentation.



4.0 FUEL SURCHARGES

4.1 Contractor may assess a Fuel Surcharge to the monthly service rate only when the average diesel fuel rate exceeds \$4.00 per gallon as set forth in the West Coast less California, U.S. On-Highway Diesel Fuel Prices ("dollars per gallon") documented at the US Energy Information Administration's (EIA) Website, <http://www.eia.gov/petroleum/gasdiesel/> . The Allowable Fuel Surcharge Percentage is 5% (five percent) of the invoiced amount. The EIA average diesel rate must exceed the per gallon rate for 30 consecutive days prior to being applied to an invoice.

4.2 DAS-PS may request data relevant to fuel surcharges from contractor's fleet manager to substantiate fuel surcharges. Contractor is responsible for providing data as it relates to fuel consumption, and other averages required when calculating fuel surcharges. DAS PS reserves the right to reject any surcharges not adequately substantiated or not in compliance with Schedule B.

4.3 Fuel Surcharges may only be assessed for the month preceding the current months invoice. Example; a February invoice submitted for payment in March may include fuel surcharge for month of January.

4.4 Average MPG shall be based on the fuel usage in one calendar month divided by miles traveled in the same month. Average miles per day shall be calculated by dividing the miles traveled in the calendar month by number of vehicles in the Oregon fleet.

5.0 PRICING [ATTACH EXCEL PRICING FORM HERE]



EXHIBIT C INSURANCE

1 REQUIRED INSURANCE: Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit and shall maintain it in full force and at its own expense throughout the duration of this Price Agreement and all warranty periods Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in DAS PS and that are acceptable to DAS PS.

DAS PS, Agency or Authorized Purchaser, as applicable, agree to notify Contractor, in writing of any claim for loss within one hundred twenty (120) days after the pick-up by Contractor of the securely sealed container of property in connection with which the claim is asserted; and unless such notice shall have been given, such claim shall be deemed waived. In the event of a loss involving checks, the State or Authorized Purchaser will cooperate to the fullest extent to which it is capable in reconstructing checks constituting a part of said loss and as to said claim.

1.1 WORKERS COMPENSATION:

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

1.2 PROFESSIONAL LIABILITY:

Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under a Contract under this Price Agreement. Contractor shall provide proof of insurance of not less than the following amounts:

Per occurrence limit for any single claimant:

From commencement of the Contract term to June 30, 2012:	\$1,700,000.
July 1, 2012 to June 30, 2013:	\$1,800,000.
July 1, 2013 to June 30, 2014:	\$1,900,000.
July 1, 2014 to June 30, 2015:	\$2,000,000.
July 1, 2015 and thereafter the adjusted limitation as determined by the DAS PS Court Administrator pursuant to Oregon Laws 2009, chapter 67, sections 3 and 5 (Senate Bill 311).	

Per occurrence limit for multiple claimants:

From commencement of the Contract term to June 30, 2012:	\$3,400,000.
July 1, 2012 to June 30, 2013:	\$3,600,000.
July 1, 2013 to June 30, 2014:	\$3,800,000.
July 1, 2014 to June 30, 2015:	\$4,000,000.
July 1, 2015 and thereafter the adjusted limitation as determined by the DAS PS Court Administrator pursuant to Oregon Laws 2009, chapter 67, sections 3 and 5 (Senate Bill 311).	

1.3 COMMERCIAL GENERAL LIABILITY:



Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the DAS PS. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts:

Bodily Injury/Death:

Per occurrence limit for any single claimant:

From commencement of the Contract term to June 30, 2012: \$1,700,000.

July 1, 2012 to June 30, 2013: \$1,800,000.

July 1, 2013 to June 30, 2014: \$1,900,000.

July 1, 2014 to June 30, 2015: \$2,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the DAS PS Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Per occurrence limit for multiple claimants:

From commencement of the Contract term to June 30, 2012: \$3,400,000.

July 1, 2012 to June 30, 2013: \$3,600,000.

July 1, 2013 to June 30, 2014: \$3,800,000.

July 1, 2014 to June 30, 2015: \$4,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the DAS PS Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

AND

Property Damage:

Per occurrence limit for any single claimant:

From commencement of the Contract term to June 30, 2012: \$104,300, and

Per occurrence limit for multiple claimants:

From commencement of the Contract term to June 30, 2012: \$521,400.

From July 1, 2010, and every year thereafter, the adjusted limitation will be as determined by the DAS PS Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

1.4 AUTOMOBILE LIABILITY:

Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Contractor shall provide proof of insurance of not less than the following amounts:

Bodily Injury/Death:

Per occurrence limit for multiple claimants:

From commencement of the Contract term to June 30, 2012: \$2,000,000.



AND

Property Damage:

Per occurrence limit for any single claimant:

From commencement of the Contract term to June 30, 2012: \$104,300, and

Per occurrence limit for multiple claimants:

From commencement of the Contract term to June 30, 2012: \$521,400.

From July 1, 2010, and every year thereafter, the adjusted limitation will be as determined by the DAS PS Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

1.5 EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance is acceptable. If Contractor is using excess/umbrella insurance to meet the minimum insurance requirement, Contractor's certificate must include a list of the policies that fall under the excess/umbrella insurance. Sample wording is "The Excess/Umbrella policy is excess over General Liability, Auto Liability, etc."

1.6 CRIME INSURANCE POLICY / ARMORED CAR LIABILITY INSURANCE

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Contract, a commercial crime policy or blanket crime policy that protects the State from losses incurred inside or outside premises. The policy shall include protection from loss due to theft, employee dishonesty, disappearance, destruction and forgery. The policy shall include coverage for State-owned property in the care, custody and control of the Contractor and include money and securities and property other than monies. The policy shall include temporary employees in the definition of employees. The policy shall provide coverage for theft and mysterious disappearance and contain no requirement for arrest and conviction.

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Price Agreement, Cash in Transit, Armored Car liability or comparable insurance covering coin, currency and checks unable to be identified on a dollar for dollar face value replacement basis up to \$100,000 per occurrence.

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Price Agreement, check reconstruction insurance or comparable insurance up to \$50,000 per occurrence to provide funds for check reconstruction including stop payment fees, postage, labor and any other reasonable costs incurred to replace checks.

The insurance described in Section 1.6 is an example of the desired coverage. However, subject to the State's approval, the Contractor may satisfy this insurance requirement with other types of insurance that provides protection of the State's property.

2 ADDITIONAL INSURED:



The insurance required under this Contract shall include the Oregon Department of Administrative Services, Procurement Services, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

3 "TAIL" COVERAGE:

If any of the required professional liability insurance is on a "claims made" basis, Contractor shall either maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Contractor's completion and DAS PS's acceptance of all Services required under this Contract, or, (ii) The expiration of all warranty periods provided under this Contract. Notwithstanding the foregoing 24-month requirement, if Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Contract. Contractor shall provide to DAS PS, upon DAS PS's request, certification of the coverage required under this section.

4 NOTICE OF CANCELLATION OR CHANGE:

There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days' written notice from this Contractor or its insurer(s) to DAS PS. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by DAS PS.

5 CERTIFICATE(S) OF INSURANCE:

Contractor shall provide to DAS PS Certificate(s) of Insurance for all required insurance prior to execution of the Price Agreement. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

**EXHIBIT D
VOLUME SALES REPORTS**

1) Volume Sales Reports

- a) Contractor shall submit a Volume Sales Report ("VSR") to DAS PS no later than thirty (30) calendar days after the end of each calendar quarter. For the purposes of this Agreement, calendar quarters end March 31, June 30, September 30, and December 31.
- b) The VSR must contain:
- i) Complete and accurate details of all receipts (for both sales and refunds) for the reported period;
 - ii) The information identified in document titled Volume Sales Report Template - Data Requirement. Format and Layout of the VSR and the required format of the E-mail to be submitted shall be provided as attachments to the "Notice to Proceed".
 - iii) Such other information as DAS PS may reasonably request in writing. Contractor shall send a VSR to DAS PS each quarter, whether or not there are sales or credits. When no sales or credits have been recorded for the quarter a report must be submitted stating "No Sales or credits for the Quarter." This report indicating no sales or credits may be sent by e-mail without any attachment provided the subject title clearly identifies Contractor's company name, the relevant Agreement Number, and the reporting period for the VSR.
- c) Contractor shall provide the VSR in MS Excel (.xls, .xlsx) format. The VSR must be submitted by e-mail unless the size of the file precludes transmission by email. VSR may be submitted by CD if the file precludes transmission by email. CDs must be delivered to:

DAS Procurement Services

1225 Ferry Street SE, U140
Salem, OR 97301-4285
Attention: (Name of DAS PS Contract Administrator)

Delivered print-outs of VSRs or faxed VSRs are not acceptable.

- d) Contractor shall submit the first VSR to the DAS PS Contract Administrator for review and approval. The approved first VSR and subsequent VSRs must be submitted to vcaf.reporting@state.or.us with a copy to the DAS PS Contract Administrator.



Schedule A

Contract XXXX Armored Vehicle Services Service Commitment

CONTRACTOR (Carrier) and AUTHORIZED PURCHASER, (Authorized Purchaser), agree that effective (date of account set up) this schedule Amends and is incorporated into Price Agreement XXXX Armored Vehicle Services between the parties (THE AGREEMENT) dated [CONTRACT EXECUTION DATE] by adding or amending the following locations, times, rates or depository locations. All other terms and conditions of Price Agreement XXXX remain in full force.

Term

The agreement shall be in full force and effect and subject to the terms set forth in Price Agreement XXXX Armored Vehicle Services from (date of account set up) until (contract term) and shall automatically renew on the anniversary of the effective date of this agreement unless canceled per the terms of Section 2.11 of the Price Agreement.

(I) Service Location(s) and Service Detail(s)

Date	Service Address	City	State	Contact	Phone Number	Daily Rate	Monthly Rate

(II) Depository Location(s) and Depository Detail(s)

Financial Institution	Depository Address	City	State	Contact	Phone Number	Opens	Closes

(III) Days of Service

Service Address	Depository Address	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday

(IV) Holidays Observed / State Mandated Furloughs

Holiday			Special Requirements		
New Years Day	Memorial Day	Veterans Day			
Martin Luther King Jr. Day	Independence Day	Thanksgiving Day			
Presidents Day	Labor Day	Christmas Day			
Easter	Columbus Day	Subject to Furlough			

(V) Billing Detail(s)

Entity	Billing Address	City	State	Zip	Contact	Phone Number

Agreement

CONTRACTOR, (Carrier), and AUTHORIZED PURCHASER, (Authorized Purchaser), agree to the aforementioned pick up locations, depository location, days and times of pick up and observed holidays or furloughs. Except as expressly agreed upon above, all other terms and conditions of Price Agreement XXXX are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Contract are true and correct as of the effective date of this Agreement and with the same effect as though made at the time of execution of the Contract.

Carrier: LOOMIS ARMORED US LLC

Authorized Purchaser: _____

Printed: FRED DANIEL RUSHING

Printed: _____

Signed: [Signature]

Signed: _____

Title: VICE PRESIDENT DISTRICT 1

Title: _____

Dated: 5-21-13

Dated: _____

