



Vancouver City Council

Anne McEnerny-Ogle, Mayor

Sarah J. Fox • Bart Hansen • Kim D. Harless

Erik Paulsen • Diana H. Perez • Ty Stober

City Council Meeting Agenda February 12, 2024

In accordance with the Open Public Meetings Act (OPMA), the Vancouver City Council meeting will be open to in-person attendance. Options for viewing and/or participating in the meeting remotely will also be accommodated (see details below). The City Council will be attending this meeting in person.

All City Council workshops and meetings are broadcast (live closed captioning available) on www.cvtv.org, CVTV cable channels 23 / HD 323, and on the City's Facebook page, www.facebook.com/VancouverUS.

Public testimony will be accepted regarding any matter on the agenda below. ***Advance registration will be required (see details below).***

Unless otherwise announced by the Presiding Officer, each speaker may testify once for up to three minutes under each public testimony opportunity below and will be asked to provide their name and city of residence for the record.

Testimony will be accepted in the following manner:

- **Written comments submitted in advance**

Comments may be sent to council@cityofvancouver.us until 12:00 p.m. February 12. Comments will be compiled and sent to the City Council and entered into the record.

- **In-person or remote testimony during the meeting**

Register in-person at City Hall. In-person registration is open until 6:30 p.m. on February 12. Instructions will be provided on-site.

Register to testify online. Online registration is open until 12:00 p.m. on February 12.

Visit the following website for more information and to register:

<https://www.cityofvancouver.us/departments/mayor-city-council/> under Public Participation, or call the City Manager's Office at (360) 487-8600.

Further instructions for accessing the virtual meeting (for remote testimony) will be provided upon registration.

Upon request, printouts of agenda materials will be provided, including large print.

COUNCIL DINNER/ EXECUTIVE SESSION RE: PENDING LITIGATION (5:00 PM - 5:30 PM) ADMINISTRATIVE UPDATES (5:30 PM - 6:30 PM)

REGULAR COUNCIL MEETING

6:30 PM

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

Pledge of Allegiance

Call to Order and Roll Call

Approval of Minutes

Minutes - January 22, 2024

Proclamations: Black History Month

Community Communications

This is the place on the agenda where the public is invited to speak to Council regarding any matter on the Agenda not already scheduled for Public Hearing. (Separate instructions are provided for offering testimony on Public Hearing when applicable.) This includes the option to testify about Workshops. Members of the public addressing Council are requested to give their name and city of residence for the audio record. Speakers are to limit their testimony to a total of three minutes for all items combined.

Consent Agenda (Items 1-11)

The following items will be passed by a single motion to approve all listed actions and resolutions. There will be no discussion on these items unless requested by Council. If discussion is requested, the item will be moved from the Consent Agenda and considered separately - after the motion has been made and passed to approve the remaining items.

1. Completion of Construction - 2023 Crack Seal Project

Staff Report: 030-24

Request: On February 12, 2024, accept the 2023 Crack Seal Project as

constructed by BCV Inc. of Wenatchee, Washington, and authorize release of the retainage in the amount of \$20,257.95, subject to receipt of all documentation required by law.

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

2. Completion of Construction - 2022 Joint Agency Road Preservation Project

Staff Report: 031-24

Request: On February 12, 2024, accept the 2022 Joint Agency Road Preservation Project as constructed by Doolittle Construction of Bellevue, Washington, and authorize release of the retainage in the amount of \$132,769.18, subject to receipt of all documentation required by law.

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

3. Completion of Construction and Release of Retainage - 2023 Joint Agency Road Preservation Project

Staff Report: 032-24

Request: On February 12, 2024, accept the 2023 Joint Agency Road Preservation Project as constructed by Doolittle Construction of Bellevue, Washington, and authorize release of the retainage bond, subject to receipt of all documentation required by law.

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

4. Bid Rejection - ITB 24-04: Water Station 1 Replace Drinking Water Wells 3-5

Staff Report: 033-24

Request: On February 12, 2024, reject all bids and direct staff to resolicit the project.

Patrick Craney, Civil Engineer, 360-487-7167

5. Commercial Lease Agreement - City of Vancouver and Del Sol, Inc.

Staff Report: 035-24

Request: Ratify the attached Commercial Lease Agreement between City of Vancouver and Del Sol, Inc. and authorize the City Manager, or designee, to execute the document.

Linda Carlson, Property Management Specialist, 360-487-8423

6. **Approval of an Interlocal Agreement with Clark County Re Right of Entry to County Property for the Jefferson-Kauffman Realignment project (Project # PRJ071247)**

Staff Report: 036-24

Request: Authorize the City Manager, or designee, to sign an Interlocal Agreement with Clark County for Right of Entry to Clark County Property for the Jefferson-Kauffman Realignment Project.

Hassan Abdalla, Engineering Manager, 360-487-7704

7. **Washington Department of Commerce Climate Planning Grant 2023-25 Award**

Staff Report: 026-24

Request: Authorize the City Manager or designee to execute an interlocal agreement with Commerce to accept Climate Planning Grant funds from Commerce and take any and all action necessary to enforce the terms thereof.

Rebecca Small, Senior Policy Analyst, 360-487-8601; Rebecca Kennedy, Deputy Community Development Director, 360-487-7896

8. **Recognition of the Woodland Meadows Neighborhood Association**

Staff Report: 037-24

A RESOLUTION recognizing the Woodland Meadows Neighborhood Association by City Council and providing that City Council intends to consult with the neighborhood association and to consider recommendations of the Woodland Meadows Neighborhood Association on any matter found to affect the livability of the Woodland Meadows neighborhood.

Request: Staff recommends the adoption of a resolution formally recognizing the Woodland Meadows Neighborhood as the City's 71st official neighborhood association.

William Cooley, Community Engagement Manager, 360-487-8617

9. **Updates to Affordable Housing Fund Administrative Plan**

Staff Report: 038-24

A RESOLUTION relating to low-income housing; providing amendments to the 2024 – 2033 Affordable Housing Financing Plan adopted in 2022 for the collection and use of monies authorized by RCW 84.52.105 to fund very low-

income housing; providing for Severability; and an Effective Date.

Request: Adopt a resolution amending the 2024 AHF Administrative and Financial Plan.

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

10. Appointment City/County Telecommunications Commission

Request: Appoint to the City/County Telecommunications Commission Robert Hinds, Bruce Maas, and Chad Nygard to full-term positions effective January 1, 2024, and expiring December 31, 2026.

Mayor McEnemy-Ogle

11. Approval of Claim Vouchers

Request: Approve claim vouchers for February 12, 2024.

Communications

A. From the Council

B. From the Mayor

C-Tran Presentation

C. From the City Manager

Adjournment

City Hall is served by C-TRAN. Route information and schedules are available online at www.c-tran.com. You also may reach C-TRAN at (360) 695-0123 for more information on times, fares, and routes.

Anyone needing language interpretation services or accommodations with a disability at a Vancouver City Council meeting may contact the City Manager's staff at (360) 487-8600 (Voice/TTY 487-8602). Assistive listening devices and live Closed Captioning are available for the deaf, hard of hearing and general public use. Please notify a staff person if you wish to use one of the devices. Every attempt at reasonable accommodation will be made. To request this agenda in another format, please also contact the phone numbers listed above.



TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/12/2024

SUBJECT Minutes - January 22, 2024

Action Requested

Approve the meeting minutes of January 22, 2024.

ATTACHMENTS:

- January 22, 2024 Meeting Minutes



City Council Meeting Minutes

Vancouver City Hall | Council Chambers | 415 W. 6th St.

PO Box 1995 | Vancouver, WA 98668-1995

cityofvancouver.us

Anne McEnerny-Ogle, Mayor • Bart Hansen • Ty Stober • Erik Paulsen • Sarah J. Fox • Diana H. Perez • Kim D. Harless

January 22, 2024

WORKSHOPS: 4:00-6:00 p.m.

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/36207?startStreamAt=0&stopStreamAt=4400

Vancouver Innovation Center Revision

(Approximately 1 hour)

Mark Person, Senior Planner, 360-487-7885

Summary

Staff led Council through a discussion of the Vancouver Innovation Center Revision.

Councilmember Hansen was late to the workshop.

General Contractor and Construction Manager Contracting

Approach

(Approximately 1 hour, to immediately follow previous workshop)

Geraldene Moyle, General Services Director, 360-487-8615

Summary

Staff led Council through a discussion of the General Contractor and Construction Manager Contracting Approach.

Councilmember Harless was absent from workshops.

COUNCIL DINNER/ADMINISTRATIVE UPDATES

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/36209?startStreamAt=0&stopStreamAt=5700 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 McEnery-Ogle. This meeting was conducted as a hybrid meeting, including both in person and remotely over video conference.

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

Absent: Councilmember Harless

Motion by Councilmember Stober, seconded by Councilmember Hansen, and approved unanimously to excuse Councilmember Harless.

Approval of Minutes

Minutes - December 18, 2023

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

Proclamations: National Human Trafficking Prevention Month

Mayor McEnery-Ogle read and presented a proclamation to De Stewart, Member of the Steering Committee to the Human Trafficking Task Force of Clark County, and Bree Boruff, Sexual Assault Advocate of the YWCA, proclaiming January 2024 Human Trafficking Prevention Month.

Community Communications

Mayor McEnery-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

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

Consent Agenda (Items 1-15)

Council pulled item 6 for discussion.

Motion by Councilmember Hansen, seconded by Councilmember Fox, and carried unanimously to approve items 1-15 on the Consent Agenda.

1. 2023 Slurry Seal Project Acceptance and Release

Staff Report: 010-24

The 2023 Slurry Seal project included approximately 25 lane miles of street preservation. Blackline Inc. of Vancouver, WA, has satisfactorily completed the subject improvements in accordance with the contract plans and specifications.

The original contract bid amount was \$358,430. Quantity adjustments during construction reduced the contract for a final contract value of \$355,319.78. There were no apprenticeship requirements for this project as

the contracted amount fell below the policy threshold of \$500,000 for the establishment of an apprenticeship goal.

Request: On January 22, 2024, accept the 2023 Slurry Seal Project as constructed by Blackline Inc., of Vancouver, Washington, and authorize release of retainage in the amount of \$17,765.99, subject to receipt of all documentation required by law.

Madeline Burke, Civil Engineer, 360-487-7763

Motion approved the request.

2. 2023 East Curb Ramps Acceptance and Release

Staff Report: 011-24

Advanced Excavating Specialists LLC of Kelso, Washington has completed construction of 38 ADA-compliant curb ramps in advance of 2023 preservation treatment. The work was completed satisfactorily in accordance with the plans and specifications. The original bid amount was \$376,000.00 compared to the final amount of \$414,820.25, an approximate 10% cost increase. The cost increase is attributed to the additional flagging costs beyond the original \$32,500.00 budget. The payment for flaggers is based on the number of actual hours that flaggers work each day during the project. The number of flaggers needed to safely perform the work varies by location and is agreed to by the Contractor and the City Inspector each day.

The Engineer's Estimate was below the threshold to require an Apprentice Utilization Goal for this project.

Request: On January 22, 2024, accept the 2023 East Curb Ramps project as constructed by Advanced Excavating Specialists LLC of Kelso, Washington, and authorize release of bond, subject to receipt of all documentation required by law.

Mario Lechuga, Civil Engineer, 360-487-7795

Motion approved the request.

3. 2023 Pavement Repairs Acceptance and Release

Staff Report: 012-24

Lakeside Industries of Vancouver, Washington has completed construction of street repairs, planning of roadways, paving of existing roads, minor utility adjustments, and temporary striping in advance of 2023 pavement preservation treatment. Repairing and restriping the Historic Trust's parking lot was also added to the original scope of this project.

The work was completed satisfactorily in accordance with the plans and specifications. The original bid amount was \$688,687.00 compared to the final amount of \$755,057.57, an approximate 10% cost increase. The cost

increase is attributed to the additional pavement repair and striping work for the Historic Trust's parking lot that was added after project award. The addition of the Historic Trust's parking lot repairs was requested and paid for by the Parks, Recreation and Cultural Services department.

The apprenticeship goal for this project was waived per procurement's policy due to the following conditions: (1) a disproportionately high ratio of material costs to labor hours on the particular project does not make feasible the required minimum level of apprentice participation; (2) the project is less than 30 calendar days or working days in duration and will render apprentice utilization unfeasible at the required levels.

Request: On January 22, 2024, accept the 2023 Pavement Repairs project as constructed by Lakeside Industries of Vancouver, Washington, and authorize release of bond, subject to receipt of all documentation required by law.

Mario Lechuga, Civil Engineer, 360-487-7795

Motion approved the request.

4. Award of Janitorial Maintenance Services Contract, per RFP 66-23

Staff Report: 013-24

A Procurement Contract has been in place since February 1, 2019, with Del-Sol, Inc. 4602 Kennedy Rd. W. Richland, WA. 99353. The RFP was not intended to be a "low bid" solicitation, but rather meant to provide an opportunity for the City to select a vendor based on a range of criteria, including cost.

The City received six proposals in response to the RFP. The current vendor, Del-Sol, also submitted a new proposal. Each proposal was evaluated by six individual evaluators (City employees) on four criteria: project approach and understanding; proposer capabilities and qualifications; qualifications and experience of the team; and cost. Based on the criteria and ratings, Del Sol, Inc. was the top-rated proposer.

The "base service" under the contract is for regular janitorial services at 26 facility locations throughout the City. In addition, there are provisions for extra work as needed on an on-call basis at those facilities as well as other City facilities, including eleven fire stations and eleven park restrooms. The anticipated cost for the first year under this contract is expected to be approximately \$2,000,000. Under the current janitorial contract, the annual costs would be approximately \$1,500,000, although the current contract is for a lesser amount of services so it is not an equal comparison.

Any contractor who provides janitorial services to the City is required to pay

prevailing wage, which is determined by the Washington State Department of Labor and Industries, as well as comply with all applicable labor laws, including the recently adopted sick leave and family leave laws.

Services under contract would begin February 1, 2024, and run through January 31, 2029.

Request: Authorize the City Manager or designee to award a five (5) year contract for Janitorial Services Maintenance with Del-Sol Inc. 4602 Kennedy Rd. West Richland, WA 99353, effective February 1, 2024, at City-owned or occupied facilities for an amount not to exceed \$10,000,000.00 over the five-year term of the contact. Contract payments will be based on actual work performed in accordance with pricing schedule submitted with the RFP.

Joseph Cathey, Public Works Supervisor, 360-487-8386

Motion approved the request.

5. Bid Award for NE 192nd Avenue and NE 13th Street Intersection Improvement (Bid # 23-50) Project No. PRJ072331

Staff Report: 014-24

The existing NE 192nd Avenue and NE 13th Street intersection has three approaches: north, east, and south. The west leg of the intersection lies on the Harmony Sports Complex parcel. NE 192nd Avenue is a two-lane facility with narrow asphalt shoulders and no bike lane or sidewalk. NE 13th Street east of the intersection is within Clark County. NE 13th Street is a two-lane asphalt roadway approximately 30 feet wide, with attached sidewalk on the north side of the road. The south side of the road has approximately 1 foot asphalt shoulder and no sidewalk.

A future corridor project on NE 192nd Avenue from SE 1st Street to NE 18th Street is currently in design to improve NE 192nd Avenue Corridor.

On December 12, 2023, the City received 8 bids for the subject project. The bids ranged between \$313,528 and \$520,520. The low bidder was responsive. The bids were as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
<i>Halme Excavating, Inc., Battle Ground, WA</i>	<i>\$313,528.00</i>
<i>Advanced Excavating, Kelso, WA</i>	<i>\$323,729.00</i>
<i>Clark and Sons, Battle Ground, WA</i>	<i>\$326,771.81</i>
<i>Slateco LLC, Woodland, WA</i>	<i>\$392,034.00</i>

<i>Western United Civil Group, LLC, Yacolt, WA</i>	<i>\$389,474.50</i>
<i>McDonald Excavating, Washougal, WA</i>	<i>\$436,675.00</i>
<i>Jeffries Company, Woodland, WA</i>	<i>\$451,725.00</i>
<i>Granite Construction Company, Vancouver, WA</i>	<i>\$520,520.00</i>
<i>Engineer's Estimate</i>	<i>\$275,000</i>

Pursuant to City policy, this project does not include City's apprenticeship utilization requirements since the engineer's estimate is under \$500,000.

Request: On January 22, 2024, award a construction contract for the NE 192nd Avenue at NE 13th Street Intersection Improvements project to the lowest responsive and responsible bidder, Halme Excavating, Inc., of Battle Ground, Washington at their bid price of \$313,528.00, which includes Washington State Sales Tax and authorize the City Manager or designee to execute the same.

Hassan Abdalla, PE, Engineering Manager, 360-487-7704

Motion approved the request.

6. Approval of an increase for purchasing bucket truck lift bodies and related equipment using Sourcewell Contract 110421 with Versalift NW; C-101525

Staff Report: 015-24

Currently, there are two bucket lift trucks in the fleet that are due for replacement. This contract is for purchasing the parts and labor needed to build these two trucks. Included on this build is an all-electric Power Take Off (PTO) that will allow the operator to turn the truck's engine off and still operate the bucket lift and all its hydraulic implements. This Electric Power Take Off (E-PTO) will be a standard piece of equipment on all our bucket lift trucks moving forward and all other fleet pieces of equipment where applicable. 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.

Request: Authorize the City Manager, or their designee, to approve purchases under Sourcewell Contract 110421 for the life of the contact with Versalift NW, up to the current authorized budget. Authorize an increase to the maximum authorized amount under the agreement to \$15,000,000 with Versalift NW.

Jake Mahan, Senior Management Analyst, 360-487-8195

Motion approved the request.

7. **Grant a perpetual utility easement to Clark Public Utilities District #1 (CPU) for the relocation of power lines located along the west side of NE 137th Avenue between NE 49th Street and NE Fourth Plain Boulevard**

Staff Report: 016-24

The City of Vancouver's NE 137th Avenue Corridor Completion Project proposes street and mobility upgrades for the NE 137th Avenue corridor between NE 49th Street and NE Fourth Plain Boulevard. The project is currently advertised for bids.

In order for the City to safely complete planned improvements, the existing CPU overhead power system must be relocated outside the city's project boundaries. CPU has provided a proposed perpetual easement exhibit and legal description for City Council consideration to replace an existing grandfathered easement from early days in the County. Staff is requesting City Council approval to grant this perpetual utility easement to CPU.

Request: Grant a perpetual utility easement to Clark Public Utilities District #1 (CPU) and authorize the City Manager or designee to sign easement document subject to receipt of all documentation required by law.

Hassan Abdalla, PE, Engineering Manager, 360-487-7704

Motion approved the request.

8. **Approval of an Interlocal Agreement, with Clark Public Utilities (CPU) for Overhead/Underground Electric Line Relocation associated with the NE 137th Avenue (NE 49th Street to NE Fourth Plain Boulevard) project (Project # PRJ071237)**

Staff Report: 017-24

The City and CPU have been working cooperatively to complete the NE 137th Avenue – NE 49th Street to NE Fourth Plain Boulevard project. The project is currently advertised for bids, and relocation is required for CPU facilities.

When CPU has facilities located within the right-of-way and governed by franchise agreement, CPU is responsible for the cost of relocation to accommodate roadway reconstruction. When the facilities are located in CPU easements, CPU can require reimbursement for the relocation of the facilities. An Interlocal Agreement must be executed to enable the City to reimburse CPU for these costs.

Request: Authorize the City Manager or designee to sign an Interlocal

Agreement with Clark Public Utilities for reimbursement of expenses for Overhead/Underground Electric Line Relocation – NE 137th Avenue Road Project, estimated to be \$870,375.93, which includes sales tax.

Hassan Abdalla, PE, Engineering Manager, 360-487-7704

Motion approved the request.

9. Approval of an Interlocal Agreement, with Clark Public Utilities (CPU) for Overhead/Underground Electric Line Relocation associated with the SE 1st Street (SE 177th Avenue to SE 192nd Avenue) project. (Project #PRJ072617)

Staff Report: 018-24

The City and CPU have been working cooperatively to complete the SE 1st Street – SE 177th Avenue to SE 192nd Avenue project. The project is currently advertised for bids, and relocation is required for CPU facilities.

When CPU has facilities located within the right-of-way, CPU is responsible for the cost of relocation to accommodate roadway reconstruction. When the facilities are located in CPU easements, CPU can require reimbursement for the relocation of the facilities. An Interlocal Agreement must be executed to enable the City to reimburse CPU for these costs.

Request: Authorize the City Manager or designee to sign an Interlocal Agreement with Clark Public Utilities for reimbursement of expenses for Overhead/Underground Electric Line Relocation – SE 1st St Phase 2 Road Project, estimated to be \$629,407.82, which includes sales tax.

*Leslie Degenhart, PE, Senior Civil Engineer, 360-487-7710;
Hassan Abdalla, PE, Engineering Manager, 360-487-7704*

Motion approved the request.

10. Interlocal Agreement (ILA) between Clark County and the City of Vancouver to provide for a coordinated fall leaves disposal program for residents

Staff Report: 019-24

For nearly two decades the City and County have coordinated efforts to offer free leaves disposal to residents using a coupon system. In October 2018, the City and County executed an interlocal agreement (ILA) to provide for a coordinated fall leaves disposal program for residents. Prior to that time the City and County made use of the Grounds Equipment and Maintenance Services Intergovernmental Agreement as the instrument for this program.

The City and County are seeking to enter into a replacement ILA. The current (and proposed) approach allows the City to specifically track where fall leaves are coming from, which vendors they are delivered to, and quantities of material, all of which allows us to achieve our program diversion goals.

Request: Authorize the City Manager or their designee to sign the Interlocal Agreement with Clark County for a coordinated fall leaves disposal program for residents.

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

Motion approved the request.

11. Community Roots Impact Fee Exemption- O Street Low Income Housing

Staff Report: 020-24

The development project is located at 3600 O street. The applicant has received land use permit approval for an 8-unit, cottage style residential development. The project site initially contained two houses. The home on the south portion of the development site, which was not occupied, was removed to make way for the seven new cottage units. The home on the north portion of the site was retained resulting in a total of eight units. The new units will be 2-bedroom units.

The project is also receiving Vancouver affordable housing funds that have a separate and distinct affordability period restricting households to those earning 50 percent or less of the area median income for 20 years. Following the expiration of the Affordable Housing Fund contract restriction, the new units will then adhere to the annual income and monthly housing cost restrictions of Vancouver Municipal Code 20.915, which defines low-income housing as housing for which the monthly housing expense is no greater than 30 percent of 80 percent of the median-family income adjusted for family size for Clark County, Washington, as reported by the United States Department of Housing and Urban Development. The impact fee exemption income and housing cost restrictions will apply in perpetuity.

As a reference, at 50 percent of the area median income, the Affordable Housing Fund contract maximum annual income for a family of three is currently \$50,800. At 80 percent area median income, the impact fee exemption covenant maximum annual income for a family of three is \$81,200 with a maximum monthly housing cost of \$2,030.

The applicant's request is for a partial 80-percent exemption of City of Vancouver Transportation and Park development impact fees.

The transportation impact fees are based on the new vehicle trips

generated from the development and the designated fee subarea in which the development is located. The project is located in the Columbia impact fee subarea, which requires \$238 per new average daily vehicle trip generated. A total of 37 new daily vehicle trips are expected from the development. After a vehicle trip credit for the home that was removed, the total transportation impact fee for the development is \$7,889.70. After the requested 80% exemption of \$6,311.76, the remaining transportation impact fee paid by the developer would be \$1,577.94.

Park impact fees are based on the number of new residential units and the park district subarea in which the project is located. The site is located within Park District A, which requires \$3,476 per new unit. Based on seven new units, the total park impact fee is \$24,332. After an 80% exemption of \$19,465.60, the remaining required park impact fee to be paid by the applicant would be \$4,866.40.

School impact fees are based on the number of residential units and the school district subarea. The project site is located within the Vancouver School District, which requires \$2,486 per unit. The Vancouver School District has declined to waive impact fees in this case.

To receive the requested impact fee exemption the applicant/owner is required to record a covenant with the Clark County auditor, in perpetuity, that prohibits using the property for any purpose other than for low-income housing. If in the future the property is converted to a use other than for low-income housing, the property owner must pay the applicable impact fees in effect at the time of conversion. To ensure on-going compliance the property owner will be required to maintain records and report to the City of Vancouver annually relating to tenant income and housing cost compliance.

Request: Adopt a resolution to exempt 80% of Transportation and Park impact fees in support of low-income housing development.

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

Motion adopted Resolution M-4263 to approve the request.

12. Appointments to the Lodging Tax Advisory Committee

The purpose of the Vancouver Lodging Tax Advisory Committee is to make recommendations to the Vancouver City Council regarding expenditures of lodging tax revenue for the purpose of tourism promotion and the marketing and operations of special events and festivals.

Council Committee 1 recently reviewed candidates for this committee and recommends the full-term appointment of Christie Rust and Terry Goldman

to positions that would be effective September 30, 2023, and expire September 30, 2025. Committee 1 also recommends the reappointment of Steve Bowers and Carla Rise to terms that would be effective September 30, 2023, and expire September 30, 2025

If there are no objections, this appointment will be presented for Council action at the at the Monday, January 22nd, Council meeting.

Request: Council Committee 1 recently reviewed candidates for this committee and recommends the full-term appointment of Christie Rust and Terry Goldman to positions that would be effective September 30, 2023, and expire September 30, 2025. Committee 1 also recommends the reappointment of Steve Bowers and Carla Rise to terms that would be effective September 30, 2023, and expire September 30, 2025

Council Committee 1

Motion approved the request.

13. Appointments to the City Center Redevelopment Authority Board

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

Council Committee 1 recently interviewed candidates for this board and recommends the reappointment of Marc Fazio and David Copenhaver to a full-term positions effective Jan. 1, 2024, and expiring Dec. 31, 2027.

If there are no objections, this appointment will be presented for Council action at the at the Monday, January 22, Council meeting.

Request: Reappoint Marc Fazio and David Copenhaver to the City Center Redevelopment Authority, terms effective Jan. 1, 2024, and expiring Dec. 31, 2027.

Council Committee 1

Motion approved the request.

14. Appointments to the Planning Commission

The Planning Commission serves as a volunteer advisory body and makes

recommendations to the City Council on the topics related to the future growth and development of Vancouver.

Council Committee 2 recently interviewed candidates for this commission and recommends the full-term appointment of Sandra Beck and the reappointment of Zachary Pyle to positions that would be effective Jan. 1, 2024, and expire Dec. 31, 2027.

If there are no objections, this appointment will be presented for Council action at the at the Monday, Jan. 22, 2024, Council meeting.

Request: Council Committee 2 recently interviewed candidates for this commission and recommends the full-term appointment of Sandra Beck and the reappointment of Zachary Pyle to positions that would be effective Jan. 1, 2024, and expire Dec. 31, 2027.

Council Committee 2

Motion approved the request.

15. Approval of Claim Vouchers

Request: Approve claim vouchers for January 22, 2024.

Motion approved claim vouchers in the amount of \$17,174,629.23.

Public Hearings (Item 16)

16. Fircrest Meadows Planned Development

Staff Report: 009-24

AN ORDINANCE rendering findings and issuing a decision on a proposed concept development plan for the Fircrest Meadows Planned Development and Zone Change; and providing for severability and an effective date.

The applicant requests approval of a proposed planned development consisting of a 57-lot single-family subdivision and zone change from R-6 to R-9 on a 7.46-acre parcel.

Planned developments allow for flexibility in certain development standards in order to promote creativity in design and efficient use of land; increase economic feasibility; and preserve existing landscape features and amenities. The proposed planned development includes over an acre of open space, preservation of existing trees, and an innovative lot size arrangement.

Planned developments allow for an increase in density of up to 15%. The proposed development is within the maximum density of the R-9 zone including the 15% density bonus allowed by the planned development.

Request: On Monday, January 22, 2024, following a quasi-judicial public hearing, approve the ordinance.

Mark Person, Senior Planner, 360-487-7885

Mayor McEnerny-Ogle opened the Quasi-Judicial Hearing for the Fircrest Meadows Planned Development.

Councilmember Hansen recused himself from the hearing.

Jonathan Young, City Attorney, provided an overview of the guidelines of conducting the hearing invoking the Appearance of Fairness Doctrine. Mr. Young stated the Council would be asked to disclose any ex parte communication or other Appearance of Fairness issues pertaining to the matter.

Mr. Young then asked each member of the Council to disclose any direct or indirect benefit they could derive from the decision and determined there were no messages requiring disclosure.

All of the Councilmembers reported nothing to disclose.

Mark Person, Senior Planner, provided an overview of the Fircrest Meadows Planned Development.

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

- Kimberlee Elbon, La Center, WA
- Margaret Milem, Vancouver

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

Motion by Councilmember Fox, seconded by Councilmember Stober, and carried unanimously to add an amendment to direct staff to work with the applicant to add to the final plat a provision that seven of the lots are single-story.

Motion by Councilmember Fox, seconded by Councilmember Paulsen, and carried unanimously to approve Ordinance 4442, as amended. Councilmember Hansen recused.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Criminal Prosecution Services Update

Jonathan Young, City Attorney, provided an update on the Criminal Prosecution Services Update.

Adjournment

8:04 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: [Charlie Lockwood](#)
To: [Dollar, Sarah](#)
Subject: proposed street narrowing
Date: Thursday, January 11, 2024 4:49:25 PM

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

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

The plan to narrow McGillivray, 34th, cascade park drive and 112th is unbelievably short sighted. It will only reduce traffic flow and delay emergency vehicles. East Vancouver needs more lanes and roads to accommodate the dramatic population increase. This is not a high density residential area like Manhattan or most of Europe. Americans will not relinquish their cars and freedom to rely on unsafe public transportation. Please share my concerns with all members of the city council and county planners.

Thank you,

Charlie Lockwood
Cascade Park resident since 1995

From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Cc: [Kahn, Olivia](#)
Subject: FW: Comment on McGillivray Project (To the City Council and the TMC)
Date: Tuesday, January 16, 2024 8:20:21 AM
Attachments: [image001.png](#)

Tawny Maruhn | Support Specialist

City of Vancouver
City Manager's Office
Office: 360-487-8621
Email: tawny.maruhn@cityofvancouver.us
She/Her/Hers
cityofvancouver.us



From: Jason Cromer <[REDACTED]>
Sent: Monday, January 15, 2024 11:55 PM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>; Transportation and Mobility Commission Agenda Calendar <TransMobilityCommissionAgendaCal@cityofvancouver.us>
Subject: Comment on McGillivray Project (To the City Council and the TMC)

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

Hello City Council members and members of the TMC,

I wanted to write to you in support of the two options for the McGillivray project. Right now, that corridor is very dangerous, and doesn't offer people the freedom to safely walk or bicycle down it.

I've heard some people have pushed back stating that they don't want changes for this road and to keep it car-centric, but the truth is that this corridor is a public corridor for everyone to use, not just car users.

As our city grows in population and density, we absolutely must look to the future and update our city so we are prepared for the influx of population. We already know that cars are the most [inefficient mode of transportation](#), and so by not updating our roads, we are actively making them worse for future residents. We must give people the freedom to choose how they travel, and to give

them options that are safe. We must also prioritize methods of transportation that are efficient, cost-effective, and safe, all of which personal vehicles are not.

As someone who uses this corridor, and has friends who live in the area, most nearby residents are fully in support of this and do not agree with the small group of those who would rather keep the status quo. In every urban project around the world, there will always be a small handful of loud voices that speak against it. However, I would urge you to look to our future and envision how great of a success this project will be for our growing city, especially as more and more people take transit, walk, and bicycle. It's imperative that our streets become safe for all users, and become efficient modes of moving people like they are in other first world countries. Thank you.

Best,
Jason

From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#); [Benoit, Emily](#)
Subject: FW: Support for the McGillivray project
Date: Tuesday, January 16, 2024 4:20:22 PM
Attachments: [image001.png](#)

Tawny Maruhn | Support Specialist

City of Vancouver
City Manager's Office
Office: 360-487-8621
Email: tawny.maruhn@cityofvancouver.us
She/Her/Hers
cityofvancouver.us



From: j mayo [REDACTED]
Sent: Tuesday, January 16, 2024 1:49 PM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>; Transportation and Mobility Commission Agenda Calendar <TransMobilityCommissionAgendaCal@cityofvancouver.us>
Subject: Support for the McGillivray project

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

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

City Council & Members of the TMC,

I'm writing to voice my support of the proposed changes to McGillivray.

Safe options for non-automotive transportation (i.e. walking & biking) will not only make the corridor more inclusive, but will pave the way ;) for a more environmentally- & people-friendly city as the population continues to grow.

Expanding beyond the default of car-focused infrastructure will make for a more enjoyable boulevard for everyone, which means a happier, safer, and more connected community.

Thank you,
JP Mayo

From: [City of Vancouver - Office of the City Manager](#)
To: [Benoit, Emily](#); [Dollar, Sarah](#); [Priest, Laurel](#)
Subject: FW:
Date: Tuesday, January 16, 2024 4:21:43 PM
Attachments: [image001.png](#)

Tawny Maruhn | Support Specialist

City of Vancouver
City Manager's Office
Office: 360-487-8621
Email: tawny.maruhn@cityofvancouver.us
She/Her/Hers
cityofvancouver.us



From: Dev [REDACTED] >
Sent: Tuesday, January 16, 2024 1:49 PM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>; Transportation and Mobility Commission Agenda Calendar <TransMobilityCommissionAgendaCal@cityofvancouver.us>
Subject:

Some people who received this message don't often get email from [REDACTED]. [Learn why this is important](#)

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

City Council and members of the TMC,

I write to you today to show my support for the McGillivray project (specifically option 1).

We cannot, and I repeat **cannot**, put off building infrastructure that'll support our needs in the future. We're a fast growing city, and if we don't allocate more space for walking, bicycling, and transit, we will become another LA: suburban sprawl where a 3 mile trip will take 45 minutes of bumper to bumper traffic instead of a 10 minute bicycle or bus ride.

Let's instead aim for the lessons other cities have taught us: Give equal (or even greater) priority and space to walking, bicycling, and transit, and you won't have any traffic jams or safety issues. Give people the freedom to choose how they get from A->B, and let's break the status quo in assuming

that the expensive, dangerous, and inefficient mode of driving a personal vehicle is somehow our future, despite all data and real-world examples showing it isn't.

Thank you.

Kindly,

Dev

From: [Teddy Peetz](#)
To: [Dollar, Sarah](#)
Subject: Save our streets
Date: Saturday, January 20, 2024 11:05:16 AM

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

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

We r residents of McGillivray and have been for 30 years. We are very OPPOSED to your plan for changing our 4 lane roads.

We have enough cute little 2 lane streets and need to keep our few 4 lane avenues to keep traffic moving.

We walk McGillivray every day and we see no problem that could not be fixed with less money and a better thought out plan.

LeeAnn Stewart

Teddy Peetz

From: [Dale and Barb Jutila](#)
To: [Dollar, Sarah](#)
Subject: McGillivray Safety and Mobility Project
Date: Saturday, January 20, 2024 3:44:41 PM

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

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

Ms. Dollar-

Please forward the following message to the Mayor and Councilors.

Thank you.

Barbara and Dale Jutila

January 19, 2024

Dear Mayor Anne McEnerny-Ogle and Councilors

We have lived in the western part of Cascade Park for 39 years, and we have concerns about the process that's been used to arrive at potential solutions for the McGillivray Boulevard Safety and Mobility Project. Three design options were identified to address the project goals, and narrowed down to two, neither of which is satisfactory to most of the community. Other options are available for consideration.

The residents who live in this community feel they've been left out of the process. Despite project staff attempts to engage people, it has not been particularly successful. It is understandably difficult to get people's attention when the implications of planned projects are not clear. Now, with specific design options made public, community attention is heightened. Significant numbers of people in the community feel disenfranchised, which is evidence that the earlier outreach effort was not effective.

The project has not entered final design, so it's the right time to take a step back to answer questions that many members of our community have. Clearly, more options that address the project goals can be easily identified, and those options can be evaluated using criteria that reflect the project goals. This structured approach will address the concerns among the community. It will also allow people to see that their issues have been heard and considered in arriving at the solution.

We respectfully request that the McGillivray project be given the chance to build community support for achieving the project goals. This will be best accomplished with a more robust alternatives development and evaluation process.

Sincerely,

Barbara and Dale Jutila

[REDACTED]

Vancouver, WA 98683

From: [Mike Shaw](#)
To: anne.mcenernyogle@cityofvancouver.us; kim.harless@cityofvancouver.us; diana.perez@cityofvancouver.us; bart.hansen@cityofvancouver.us; ty.stober@cityofvancouver.us; sarah.fox@cityofvancouver.us; [Dollar, Sarah](#)
Cc: [Mike Shaw](#)
Subject: Proposed McGillivray Boulevard changes
Date: Saturday, January 20, 2024 7:03:11 PM
Attachments: [McGillivray - Letter to City 1-19-2024.docx](#)

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

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

Dear Mayor and Council,
Attached is a letter outlining why the proposed changes on McGillivray Blvd are unacceptable.
Please review and let me know your thoughts.
Thank You
Mike and Cindy Shaw

January 20, 2024

Michael Shaw
Cynthia Streeter Shaw
[REDACTED]
Vancouver, WA 98683
[REDACTED]

Dear Councilor and Mayor,

We are writing to you regarding the McGillivray Boulevard Safety Project. As Cascade Park residents, homeowners and tax payers, we are totally against the proposed changes that Emily Benoit and the TMC has presented to the community. Most of my neighbors have never heard of this project and are shocked by the proposal when they do learn of it. We have attended 4 neighborhood meetings. Of residents attending these meetings, over 98% expressed opposition to the changes. The City has not made an adequate effort to address the needs and preferences of the Cascade Park Community. Most residents agree that we would like to see speeds reduced on the McGillivray corridor. However, the City has only presented two choices, both reducing the present 4 lanes into one lane, each direction.

We would like to see a third option presented that would keep McGillivray 4 lanes. A better solution could include:

Speed Enforcement

Pedestrian Crossing Lights

Sidewalks

Speed Enforcement cameras, Citation cameras, Photo radar

Automated enforcement is a proven tool!

Among 2021-2022 data taken from a summary distributed by the Portland Bureau of Transportation confirmed “that speeding over the speed limit as of 2022 has dropped 71%” and “top-end speeding (more than 10 miles over the speed limit) has dropped 94% at locations where fixed radar had been installed.

The results are outstanding and demonstrate the value of this tool.

This one solution could be a win/win for residents and all people who use the McGillivray corridor for transportation. If our laws need revision to allow these speed enforcement cameras within the City of Vancouver, it should be addressed especially since the number of traffic officers has been reduced to 4 officers for the entire City.

Pedestrian Crossing Lights

Pedestrian crossing lights are a benefit to all.

They improve the safety and security of all road users spanning different ages and abilities, including wheelchair and other mobility users.

Flashing light crossings and in-road flashing lights illuminate road crossings, increase the visibility of children and walkers by motorists, especially at large intersections and near schools where volume is high.

A major component of changes to McGillivray should be making it easier and safer for walkers to transit the corridor as well as making it easier for drivers to identify pedestrians.

Sidewalks

Adding sidewalks from Talton to Chkalov, the ONLY area on McGillivray where sidewalks are missing.

This would complete the entire corridor and make it accessible to walkers which provides separation from the travel lanes. Accessibility for everyone would then be accomplished as bike lanes are already established.

These options we have presented to you:

Lower Vehicle Speeds – Speed enforcement cameras

Improve Intersections- Pedestrian crossing lights

Improve Safety and Comfort – Completion of sidewalks

We are requesting that **the City does not approve or endorse** any of the proposed options presented by the Transportation Mobility Commission. We do not support the options provided by the TMC as they are little more than a striping project which disrupts the intended use of the corridor. Rather we would like to see an option that addresses reduced speed and safety in a meaningful way.

We are requesting that the TMC present a third option to the Cascade Park residents that includes keeping McGillivray 4 lanes.

Sincerely,

Mike and Cindy Shaw

From: [City Council](#)
To: [Dollar, Sarah](#)
Subject: Fwd: Public Hearing for Fircrest Meadows
Date: Monday, January 22, 2024 11:18:43 AM

From: Bev & Ken Tyler [REDACTED] >
Sent: Monday, January 22, 2024 10:52 AM
To: Person, Mark <mark.person@cityofvancouver.us>; City Council <council@cityofvancouver.us>
Cc: Chad Stewart [REDACTED] Margaret Milem [REDACTED] Autumn Rylander <[REDACTED]>
Subject: Public Hearing for Fircrest Meadows

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

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

Hello

My name is Beverly Tyler. I live at [REDACTED], Vancouver, Wa 98684. I am unable to attend the public hearing before the city council re: Fircrest Meadows Subdivision. Please enter my testimony as a private citizen.

Fircrest Neighborhood Association has been very engaged in the development of this subdivision. I have attended many meetings with Ginn Corporation, city representatives and neighborhood residents. All participants have worked towards the goals for the proposed subdivision plan with **enormous** thought given to traffic impact, trees and neighborhood compatibility. Several design changes occurred prior to current presentation which I believe to be in the best interest of all concerned. I am glad to have transparencies and communication performed with **excellency** between builder, city and residents.

Thank you.

From: [Wynn Grdich](#)
To: [Rebecca Messinger](#); [Dallan, Sarah](#)
Subject: Unexplained deaths
Date: Saturday, January 20, 2024 9:32:12 AM

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

https://sharylattkisson.com/2024/01/poll-over-50-of-us-adults-say-its-likely-that-covid-vaccines-are-to-blame-for-many-unexplained-deaths/?utm_source=ActiveCampaign&utm_medium=email&utm_content=Newspresso+%E2%98%95%E2%99%B8%8F+With+Sharyl+Attikisson&utm_campaign=Daily+Newsletter
send to council members of melneck. Put on public record and confirm that you did. Thanks from Wynn

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [Dollar, Sarah](#)
Subject: Fwd: What Health Risks Do Toxic Algae Blooms Pose To Humans?
Date: Friday, January 19, 2024 4:03:18 AM

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

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

From: Wynn Grcich <[REDACTED]>
Date: Fri, Jan 19, 2024 at 4:00 AM
Subject: Fwd: What Health Risks Do Toxic Algae Blooms Pose To Humans?
To: Marlene Hurd <[REDACTED]>

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

From: Water Online Newsletter <[REDACTED]>
Date: Fri, Jan 19, 2024 at 3:17 AM
Subject: What Health Risks Do Toxic Algae Blooms Pose To Humans?
To: <[REDACTED]>

Please send to council members and Melneck. Put on public record and confirm that you did.
Thanks from Wynn

Water Online Newsletter | January 19, 2024 | View web version [here](#).



IN THIS ISSUE:

[Source & Drinking Water Treatment](#)

[Distribution & Collection Systems](#)

[Wastewater Treatment](#)

[Industry News](#)

[Utility Management](#)

[Technology Showcase](#)

SOURCE & DRINKING WATER TREATMENT

[Groundwater vs. Surface Water: A Treatment Comparison](#)



By Calgon Carbon Corporation

This article will discuss two of the most common drinking water sources and how they affect treatment priorities and configurations.

[5 Concerning Contaminants Found In Your Drinking Water](#)

By ChartWater Howden

Contaminants can enter water in a variety of ways. In this article, read about the measures that can be taken to reduce exposure and contamination.

[Testing For Lead In Drinking Water](#)

By Palintest

Lead exposure, even in small amounts, is harmful and can come from various sources, including paint, soil, food, and water.

[How Harmful Algal Blooms Can Affect Your Water Treatment Plant](#)

By WEDECO – A Xylem Brand

The red tide along Florida's Gulf Coast, which persisted for months, caused human respiratory illnesses, the deaths of dozens of Florida's beloved dolphins and manatees, and hundreds of millions of dollars in lost tourism revenue and cleanup costs. Here are insights on how to forestall becoming the next city to make national headlines related to harmful algal blooms.

DISTRIBUTION & COLLECTION SYSTEMS

['Smart' Distribution Strategies Save More Than Just Water](#)



By Itron

Water distribution system managers and administrators – whether they are dealing with water scarcity, mandated regulatory compliance, or non-revenue water (NRW) losses – have to be concerned about financial as well as physical solutions. Fortunately, more comprehensive solutions are being developed to ensure success in both of those areas.

[Water Distribution – Why Measurement Matters When Every Drop Counts](#)

By ABB Measurement & Analytics

With water resources stretched by the needs of an increasing global population, the need for transformative technologies across the water industry has never been more urgent.

[Achieving Level Pressure At Challenging Points In Distribution Systems](#)

By KROHNE, Inc.

When drinking water leaves a treatment plant through giant pipes, with the help of huge pumps, the pressure can exceed 200 psi. The high pressure is a necessity because water must travel a long distance in some cases. The problem is that not all distribution points in a water system are created equal.

[Manage And Correct Drinking Water Distribution In Real Time](#)

By Xylem Vue powered by GoAigua

The cost of water lost through leaks and breaks (real loss) is estimated at \$14 billion per year worldwide.

Beyond the cost of replacing water through treating and pumping and re-purchasing, the impact is felt through decreased service levels, rate increases, and missing regulatory targets.

WASTEWATER TREATMENT

[How To Boost Wastewater Treatment Capacity Within An Existing Footprint](#)



By JWC Environmental

Municipalities can find themselves in a real bind when wastewater treatment operations are strained by population growth. When the bottleneck is at the digesters, there are some commonsense strategies treatment plants can employ to address those growing pains.

[Dewatering Optimization For Wastewater Treatment Facilities](#)

By Evoqua Water Technologies

Read a full comparison of rotary press vs. belt press for dewatering wastewater.

[Variable Frequency Drives In Wastewater Treatment Stations](#)

By KSB, Inc.

Just 20 years ago, many professionals did not consider using variable frequency drives (VFDs) in wastewater applications. Frequency converters were relatively expensive, and experience using them with the special conditions and requirements in wastewater was limited.

[Evaluating The Advantages Of Decentralized MBR Wastewater Treatment](#)

By Newterra Corporation

Much of the progress on wastewater effluent quality under the Clean Water Act has focused on centralized facilities in larger cities. Now, decentralized systems are expanding options for municipalities, developers, and engineers to support high-quality wastewater treatment in locales that can't sustain conventional septic systems.

UTILITY MANAGEMENT

[Centralized Data Management And Compliance Reporting](#)



By 120Water

120Water allows all your tools to work together to efficiently manage your data and simplify your workflows. Everything you need to execute a comprehensive compliance program — sampling, data management, reporting — all lives in one easy-to-use platform purpose-built for water professionals.

[AMI Data = Insights For Water Utilities](#)

By HUBBELL INC.

Discover how analytics can amplify the benefits of AMI in identifying non-revenue water losses and enhancing customer service.

[Practical Tips For Improving Sewer Data Management](#)

By IDEX Intelligent Water

Learn why data security, accessibility and quality are all crucial to successfully managing wastewater infrastructure and sustaining data hygiene.

[Effective Utility Management Starts With Data](#)

By Badger Meter

Over the past decade, there has been a considerable effort in the water sector to address industry shortcomings through collaboration. And perhaps there's been no greater initiative to try to help water utility managers in their day-to-day and future planning than the Effective Utility Management (EUM) Initiative.

INDUSTRY NEWS



[Toxic Algae Blooms: Study Assesses Possible Health Hazards To Humans](#)

Florida's 156-mile-long Indian River Lagoon (IRL) borders five different counties and has five inlets that connect the lagoon with the Atlantic Ocean.

- [Water Molecule Discovery Contradicts Textbook Models](#)
- [New Assessment Of OpenET Accuracy For Supporting Satellite-Based Water Management](#)
- [Study: Aquifer Depletion Threatens Crop Yields](#)
- [NOAA Sea Grant Advances Resilient Coastal Communities With \\$4M In Support](#)
- [AWWA Board Of Directors Selects Heather Collins As Next President-Elect](#)
- [Palintest Invests In Manufacturing Operations At Gateshead Site](#)

TECHNOLOGY SHOWCASE



Pure Performance: Flygt 1300 Series

- Request Information

Flygt -- A Xylem Brand



Toray RO Brackish RO Elements

- Request Information

Toray Membrane USA



The Aquana Water IoT Platform For Utilities

- Request Information

Aquana



MentorAPM Criticality Analyzer

- Request Information

MentorAPM



Allegro Technology By Master Meter

- Request Information

Master Meter, Inc.



Leopold Engineered Filter Media

- Request Information

Leopold -- A Xylem Brand

Connect With Water Online:



Ensure our newsletter reaches your inbox by following these [whitelist instructions](#). This newsletter is being sent to 1955wcg@gmail.com. If you need to update your preferences, please visit your [user profile](#). To cancel your subscription to the newsletter, please [opt out](#).

© Copyright 2024 Vertmarkets, Inc, 5340 Fryling Rd Suite 300, Erie, PA 16510.
All rights reserved. All product names contained herein are the trademarks of their respective holders.

From: Wynn Grich
To: Rebecca Messinger; Dollar, Sarah
Subject: Covid jabs impact
Date: Thursday, January 18, 2024 10:16:59 PM

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

https://www.theepochtimes.com/health/vaccines-can-impact-long-term-survival-from-other-diseases-study-5559895?utm_source=brightnoe&src_src=brightnoe&utm_campaign=bright-2024-01-18&src_cmp=bright-2024-01-18&utm_medium=email&est=9wv%2BaRJKLVR%2FiedJ3n9VOFDEc0mZzyJFOmtMNViLZtHaOHgSrcd5ih5RZm%2Br
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 "Dr. Peter McCullough: A Lethal "Turbo Cancer" Appearing Soon After mRNA Vaccination – Ask Dr. Drew" on YouTube
Date: Wednesday, January 17, 2024 5:42:40 PM

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

<https://www.youtube.com/live/Fdl8jBsInyk?si=oERm89OFFs9D5sLj> please send to council members and MELNECK. Put on public record and confirm that you did.

From: [Wynn Grcich](#)
Subject: Ivermectin
Date: Wednesday, January 17, 2024 5:15:42 PM

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

<https://needtoknow.news/2024/01/doctor-says-ivermectin-is-helping-patients-overcome-damage-caused-by-covid-jabs/> please send to council members and MELNECK. Put on public record and confirm that you did. Time to tell the public...covid jabs have parasites in them. I have a video you could show about this. THANKS FROM WYNN

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [Dollar, Sarah](#)
Subject: Watch "CDC Agrees With NRC Finding That Fluoride Can Potentially Cause Alzheimer"s And Dementia." on YouTube
Date: Monday, January 15, 2024 10:56:31 PM

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

<https://youtu.be/0A34FK2ITDs?si=VsXq1fMTy7rpNBNl> please send to council members and MELNECK. Put on public record and confirm that you did.I hope you take action to stop fluoridation. Thanks from Wynn

Customer Comment Card



Name: Rod and Urpha Hallman Date: 1.8.24
Address: [REDACTED] Van. 98660
Phone: [REDACTED]
Email: [REDACTED]

Your Comment:

- Concern over the numbers of street campers in downtown Vancouver. you built a "hut-village" on Esther and 11th. ↑
- Is this facilit~~x~~ an attempt to reduce the numbers of tents/camps on our streets?
- As of today (1.8.24) I counted 15 tents on Mill Plain between Columbia & Kauffman And 60 tents within 2 blocks of share house. The mess & garbage is unacceptable. We're not in favor of allowing camping, garbage →

Feel free to email this form digitally if taken outside of City Hall.

CMO@cityofvancouver.us

We appreciate your feedback-Thank you! Comments will be forwarded to the appropriate department for review & response

6:30 2nd floor

disposal going unchecked.. how
are you attempting to move
people into self-sufficiency &
responsibility by allowing this?
more "hut-building" does not
seem to be reducing the garbage
& tent problem..

Staff Report: 030-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/12/2024

SUBJECT Completion of Construction - 2023 Crack Seal Project

Key Points

- The project completed crack sealing on approximately 86 lane miles of street.
- BCV Inc. of Wenatchee, Washington was awarded the contract for construction in April 2023. Construction began in May 2023 and was physically complete in June 2023.
- Final construction costs for the project are \$405,158.90.
- There is no apprenticeship goal for this project, because the contract amount is less than the \$500,000.00 threshold for establishing an apprenticeship goal.

Strategic Plan Alignment

Transportation and Mobility - a safe, future-ready and convenient transportation system.

Present Situation

- The project completed crack sealing on approximately 86 lane miles of street.
- The original construction contract bid amount was \$415,500. Quantity adjustments during construction decreased the final contract amount 2.5% to \$405,158.90. BCV Inc. of Wenatchee, Washington, has satisfactorily completed the subject improvements in accordance with the plans and specifications.

Advantage(s)

1. Completes the City's contractual and statutory process for accepting the project.
2. Formal project acceptance allows for closure on third-party bond claims and facilitates release of retainage.

Disadvantage(s)

None

Budget Impact

The project is funded through the Pavement Management Program in the Street Fund.

Prior Council Review

The City Council awarded the construction contract April 10, 2023.

Action Requested

On February 12, 2024, accept the 2023 Crack Seal Project as constructed by BCV Inc. of Wenatchee, Washington, and authorize release of the retainage in the amount of \$20,257.95, subject to receipt of all documentation required by law.

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

Staff Report: 031-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/12/2024

SUBJECT Completion of Construction - 2022 Joint Agency Road Preservation Project

Key Points

- The project completed approximately 50 lane miles of street preservation, including chip seal, microsurfacing, and slurry seal treatments.
- Doolittle Construction of Bellevue, Washington was awarded the contract for construction in April 2022. Construction began in June 2022 and was physically complete in September 2023.
- Final construction costs for the project are \$2,605,716.83.
- The apprenticeship goal for this project was 4% of the project's labor hours. The contractor was only able to achieve 2% of the project's labor hours and was penalized \$11,697.80 for not meeting the goal.

Strategic Plan Alignment

Transportation and Mobility - a safe, future-ready and convenient transportation system.

Present Situation

- The project completed approximately 50 lane miles of street preservation, including chip seal, microsurfacing, and slurry seal treatments.
- The original construction contract bid amount was \$2,793,168.39. Quantity adjustments during construction decreased the final contract amount 6.7% to \$2,605,716.83. Doolittle Construction of Bellevue, Washington, has satisfactorily completed the subject improvements in accordance with the plans and specifications.
- The apprenticeship goal for this project was 4% of the project's labor hours. The contractor was only able to achieve 2% of the project's labor hours and was penalized \$11,697.80 for not meeting the goal.

Advantage(s)

1. Completes the City's contractual and statutory process for accepting the project.
2. Formal project acceptance allows for closure on third-party bond claims and facilitates

release of retainage.

Disadvantage(s)

None

Budget Impact

The project is funded through the Pavement Management Program in the Street Fund.

Prior Council Review

The City Council awarded the construction contract April 11, 2022.

Action Requested

On February 12, 2024, accept the 2022 Joint Agency Road Preservation Project as constructed by Doolittle Construction of Bellevue, Washington, and authorize release of the retainage in the amount of \$132,769.18, subject to receipt of all documentation required by law.

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

Staff Report: 032-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/12/2024

SUBJECT Completion of Construction and Release of Retainage - 2023 Joint Agency Road Preservation Project

Key Points

- The project completed approximately 20 lane miles of street preservation, including chip seal, microsurfacing, and slurry seal treatments.
- Doolittle Construction of Bellevue, Washington was awarded the contract for construction in March 2023. Construction began in July 2023 and was physically complete in November 2023.
- Final construction costs for the project are \$1,298,255.53.
- The apprenticeship goal for this project was 3% of the project's labor hours. The contractor was only able to achieve 2% of the project's labor hours and was penalized \$4,240.00 for not meeting the goal.

Strategic Plan Alignment

Transportation and Mobility – a safe, future-ready and convenient transportation system.

Present Situation

- The project completed approximately 20 lane miles of street preservation, including chip seal, microsurfacing, and slurry seal treatments.
- The original construction contract bid amount was \$1,300,713.75. Minor quantity adjustments during construction added \$1,781.78 to the contract, but the penalty for not meeting the apprenticeship requirement reduced the contract by \$4,240, resulting in a final contract amount of \$1,298,255.53. Doolittle Construction of Bellevue, Washington, has satisfactorily completed the subject improvements in accordance with the plans and specifications.
- The apprenticeship goal for this project was 3% of the project's labor hours. The contractor was only able to achieve 2% of the project's labor hours and was penalized \$4,240.00 for not meeting the goal.

Advantage(s)

1. Completes the City's contractual and statutory process for accepting the project.
2. Formal project acceptance allows for closure on third-party bond claims and facilitates release of retainage.

Disadvantage(s)

None

Budget Impact

The project is funded through the Pavement Management Program in the Street Fund.

Prior Council Review

The City Council awarded the construction contract March 21, 2023.

Action Requested

On February 12, 2024, accept the 2023 Joint Agency Road Preservation Project as constructed by Doolittle Construction of Bellevue, Washington, and authorize release of the retainage bond, subject to receipt of all documentation required by law.

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

Staff Report: 033-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/12/2024

SUBJECT Bid Rejection - ITB 24-04: Water Station 1 Replace Drinking Water Wells 3-5

Key Points

- City staff is recommending Council reject all bids received for the ITB 24-04: WS1 Replace Drinking Water Wells 3-5
- One bid was received on January 23, 2024. It was more than double the Engineer's Estimate.
- Bid rejection will allow the project to pursue competitive pricing with revised requirements and specifications to allow a secondary drilling method and a modest contract length increase.

Strategic Plan Alignment

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

The Water Station 1 drinking water wells are a critical infrastructure component to Vancouver's water system. The existing Well 3, 4 and 5 were constructed in 1943, 1944 and 1962, respectively. The antiquated wells are low-performing and difficult to maintain with their equipment and structure and were identified for replacement in the most recent Comprehensive Water System Plan.

This effort would replace those wells within the same wellfield with a modern design. The wells are to be installed within the existing City of Vancouver Water Station 1 at 2103 East Reserve Street. The drilled wells would be completed in the same aquifer as the existing twelve Water Station 1 wells. The solicitation specified cable-tool drilling as the only allowed method. This method provides a conservative approach to drilling in an existing wellfield, but is not completely necessary for this project.

This project was bid on January 25, 2024, to drill two replacement wells at Water Station 1. One bid was received and opened. The Meriwether Lewis Construction bid listed below, \$1,535,774.47, was significantly higher than the published engineer's estimate of \$515,000.00.

SUMMARY OF BIDS	
BIDDER	AMOUNT
Meriwether Lewis Construction, Camas, WA	\$1,535,774.47
<i>Engineer's Estimate (as published)</i>	<i>\$ 515,000.00</i>
<i>Updated Engineer's Estimate</i>	<i>\$ 630,000.00</i>

The engineer's estimate (as published) was based on historical bids in other Washington communities provided by a consultant. We have incorporated more regional bid results from the Portland-Vancouver-Salem metro area to revise the Engineer's Estimate. It has been raised approximately 20% now totaling \$630,000.00.

Staff and their consultant engineer are revising specifications and bid requirements to allow an additional drilling method. Well drillers with rotary drilling rigs will be allowed to bid in addition to those with cable-tool rigs. A modestly increased period of performance would also encourage contractors to submit a bid.

These changes should increase solicitation competition.

Advantage(s)

Resoliciting the project with an additional drilling method & lengthened period of performance ensures more competition.

Disadvantage(s)

1. Additional administrative costs associated with rebidding the project.
2. Delays the replacement of WS1 Wells 3-5.

Budget Impact

The WS1 Replace Drinking Water Wells 3-5 (PRJ100490) has been programmed into the 2023-2024 Water Utility Capital Budget.

Prior Council Review

Approved in the 2023-2024 Water Capital Budget.

Action Requested

On February 12, 2024, reject all bids and direct staff to resolicit the project.

Patrick Craney, Civil Engineer, 360-487-7167

Staff Report: 035-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/12/2024

SUBJECT Commercial Lease Agreement - City of Vancouver and Del Sol, Inc.

Key Points

- Del Sol, Inc. will lease 2,200 square feet of commercial space at 5107 E. Fourth Plain Blvd., Vancouver for a period of four (4) years.
- The lease rate will be \$12.14 per square foot with 2% escalation annually.
- Lease revenue over term - \$110,065.

Strategic Plan Alignment

Vibrant and Distinct Neighborhoods – a variety of accessible places and spaces.

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

Present Situation

The Zhen building, located at 5107 E. Fourth Plain Boulevard, was purchased by the City in 2018 as part of the Operations Center property consolidation efforts. Upon further research and consideration of the needs for our Operation Center, it was determined that this location would not serve the needs of our services on a long-term basis and a new location has been purchased to accommodate our future Operations Center needs.

This building is a Class C office/retail space that is anticipated to be part of the overall re-development of this area upon completion of a new Operations Center complex. It is our goal to maintain tenancy in this building until re-development occurs.

Del Sol, Inc. is a minority woman owned janitorial and property maintenance company currently headquartered in Pasco, Washington with contracts locally in Vancouver. In 2024 the City of Vancouver produced an RFP to provide janitorial services to the City of Vancouver. Del Sol, Inc. was awarded this contract. Continued leasing in this building will allow Del Sol to not only provide services to the City of Vancouver but also the opportunity to continue to grow their business and increase their customer base in the area.

It is proposed to enter into a lease agreement with Del Sol for approximately 2,200 square feet for a Four-year (4-year) period. Rent will be \$12.14 per square foot and will escalate 2% annually. This rate is consistent with the other tenants in the building.

Advantage(s)

1. Provides predictable rental revenue stream for the next 4 years.
2. Supports City's initiative for support of small business within the Fourth Plain corridor.

Disadvantage(s)

None anticipated.

Budget Impact

The City will realize a positive cash flow that will be split 40%/60% between the General Fund and the Water Fund, based on the building ownership structure.

Prior Council Review

None

Action Requested

Ratify the attached Commercial Lease Agreement between City of Vancouver and Del Sol, Inc. and authorize the City Manager, or designee, to execute the document.

Linda Carlson, Property Management Specialist, 360-487-8423

ATTACHMENTS:

- Commercial Lease Agreement

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (this “Lease”) is made effective February 12, 2024 (the “Effective Date”) by and between the City of Vancouver, a Washington municipal corporation (the “Lessor” or “city”) and Del Sol, Inc., a Washington profit corporation (the “Lessee”), by which the Lessee leases certain office space in a commercial building from the Lessor. It is hereby agreed between the parties as follows:

1. Premises. The Lessor hereby leases to the Lessee a unit of commercial space having a floor area of approximately 2,200 square feet and designated as Unit #102 (the “Premises”) in that certain commercial building commonly known as the “Zhen Building” located at 5107 E. Fourth Plain Blvd., Vancouver, WA 98661 and legally described as Clark County Assessor Parcel 030239-050 (the “Building”).
2. Term. The term of this Lease shall be for four (4) years (the “Term”), commencing February 1, 2024 (the “Commencement Date”), and ending on January 31, 2028 (the “Expiration Date”). Either party may terminate this Lease for any reason by giving six (6) months advance written notice to the other.
3. Rent. Lessee shall pay to Lessor as Rent for the Premises equal monthly payments per the schedule below, in advance, on the first day of each month of the Term. Lessee shall pay Lessor upon the execution hereof \$2,225.67 as Rent for the first month. Rent for any period during the Term which is for less than one month shall be a pro rata portion of the monthly installment. Rent shall be payable in lawful money of the United States to Lessor at the address stated herein or to such other persons or at such other places as Lessor may designate in writing. The Rent includes all applicable taxes but excludes Services and Utilities, as defined below.

Rent Schedule		
Lease Year	Annual Base Rent per Square Foot (2,200 sq. ft.)	Monthly Rent
February 1, 2024 – January 31, 2025	\$12.14	\$2,225.67
February 1, 2025 – January 31, 2026	\$12.38	\$2,269.67
February 1, 2026 – January 31, 2027	\$12.63	\$2,315.50
February 1, 2027 – January 31, 2028	\$12.88	\$2,361.33

4. Condition of Premises. Lessee acknowledges Lessee is familiar with the Premises, has made a full inspection of the Premises and agrees to accept the Premises in its present condition, **AS-IS**, requiring no repairs or improvements, and as suitable to meet Lessee’s needs.
5. Improvements. Lessee shall make no alterations, additions, modifications, replacements or improvements to either the interior or the exterior of the Premises during the Term, without obtaining Lessor’s prior written approval. The cost of any improvements required to

support the particular operating needs of the Lessee shall be the responsibility of the Lessee. Any Lessee improvements, including signage, must be approved by the Lessor and shall be made at the Lessee's sole expense. Title to all improvements constructed, installed or attached to the Premises shall rest in the Lessor.

6. Americans with Disabilities Act (ADA). Lessee acknowledges awareness of the ADA. Lessee agrees that all Lessee initiated or requested improvements, alterations, additions and Lessee's uses of the Premises shall comply with the requirements of the ADA. The cost of any ADA improvements required in conjunction with any improvements initiated or requested by the Lessee shall be the sole obligation of the Lessee; otherwise, the cost shall be the sole obligation of the Lessor.
7. Parking. Lessee understands that parking is apportioned in conformity with controlling zoning ordinances and that Lessor shall have the right to make such regulations as Lessor deems desirable for the control of parking automobiles on the Premises. Parking is assigned per unit and is not to be exceeded during business hours unless assigned beforehand. No parking is allowed on the north end of the Building. Lessee will be allowed the use of four (4) parking spots at the front of the Building, as designated by Lessor. These spaces may be marked with signage at the Lessee's sole expense and in conformity with other signage and can be placed upon the fence to mark your spaces. Lessee shall be responsible for assigning said parking spaces to its employees and assuring that its employees do not park in public spaces set aside for customer parking or those spaces assigned to other tenants. Additional customer parking (unassigned) is provided at the back of the parking lot on a first come basis, as the Lessor designates. Please respect the other tenant's parking privileges and comply with parking rules. Any vehicles left in the parking lot overnight may be towed at the owner's expense unless prior agreement has been made to do so.
8. Utilities, Services, and Taxes. The Lessee shall provide for all necessary janitorial services, telecommunication services, and security services ("Services") for the Premises and will promptly pay all charges for utilities serving the Premises, including electric, gas, sewer, water, storm water, and waste removal ("Utilities"). Lessee shall provide for the expenses necessary for the daily operation of Lessee, including the cost of all consumables such as paper goods, lamps, etc. and any furniture, fixtures or equipment. Rent is inclusive of all taxes, including applicable leasehold excise tax. Lessee shall keep the Premises and all items therein installed by Lessee in good condition, except only for reasonable wear and tear. To the extent that Lessee fails to directly pay any Services or Utilities associated with the Premises, such costs shall be deemed "Additional Rent" immediately due and payable to Lessor.
9. Maintenance. Lessee shall keep the Premises, systems unique to the Premises, and all items therein installed by Lessee in good condition, excepting only reasonable wear and tear. The Lessor will at all times maintain the structural and mechanical components of the Building, including heating and air conditioning, electrical, plumbing, roof, doors, windows and other permanent fixtures, except that those improvements, including specialized electrical, heating and air conditioning, directly related to the operation of the Lessee in the Premises, shall be the responsibility of the Lessee. The Lessee shall be responsible for any and all

damages to the Building or Premises arising from the Lessee operations, acts or omissions of its employees, agents, invitees or licensees.

10. Inspection. Lessee shall allow the City's authorized representatives access to the Premises at all reasonable hours for the purpose of examining and inspecting the Premises for the purposes necessary, incidental to or connected with the performance of its obligations hereunder, or in the exercise of its governmental functions.
11. Permitted Use. Lessee may use the Property only for conducting the following business and for no other purpose without Landlord's prior and discretionary written consent: Office and storage for commercial and residential janitorial and property maintenance service.
12. Sublease. Lessee shall not have the right to sublease all or any of the Premises.
13. Indemnity. The Lessee agrees fully to indemnify and save and hold harmless the Lessor from and against all claims and actions and all expenses incidental to the investigation and defense thereof based upon or arising out of damage or injuries to third persons, or their property, or to the Premises caused by the fault or the negligence of the Lessee, its agents or employees, in the use or occupancy by the Lessee of the Premises covered by this Lease provided, however, that the Lessee shall not be liable for any injury, damage or loss to the extent such injury, damage or loss is caused by the sole negligence of the Lessor, its agents or employees. This indemnity agreement shall include any claim made against the indemnitor by an employee of the indemnitee, or by an employee of a contractor of the indemnitee, even if the indemnitee or contractor is immune from liability under the Worker's Compensation statutes or similar statute or program.
14. Liability Insurance. Lessee agrees to carry and keep in force general commercial liability insurance covering personal injury and death and property damage, liability insurance, and such other insurance as may be necessary to protect the City herein from such claims and actions. Without limiting its liabilities, Lessee agrees to maintain with insurance underwriter satisfactory to Lessor a standard form of policy or policies of insurance in a sum of not less than \$1,000,000 combined single limit bodily injury and property damage liability. Such policy or policies shall name Lessor as an additional insured and a certificate outlining this coverage shall be on file with the City Risk Manager within fifteen (15) days of the signing of this Lease.
15. Fire Insurance. The Lessor shall provide and keep in force fire insurance coverage, including the extended coverage endorsement, upon the Lessor's property to the full insurable value thereof. All proceeds of any such insurance shall be payable to Lessor. Such insurance coverage purchased by Lessor will not provide coverage for any contents nor Lessee improvements in or on the Premises. Lessor has the right to elect to self-insure such exposure(s).
16. Subrogation. The Lessor and the Lessee as further consideration for the execution of this Lease to each hereby mutually agree and promise one another that they shall waive their respective rights to subrogate to their respective insurance carriers all claims of recovery

for loss, damage or injuries sustained by Lessor and the Lessee and arising out of or incident to fire or explosion in, on or about the Premises and including other perils included in the standard fire policies with extended coverage endorsement attached as used in the State of Washington, whether such loss, damage or injury is due to the negligence of said Lessor or Lessee, their agents or employees, or otherwise; provided, however, that this Lease shall be dependent upon both the Lessor and the Lessee having the contractual right with their respective insurance carriers to waive subrogation.

17. Storage, Trash. Lessee shall not store anything outside except in areas approved by Lessor. The design and location of screens for storage areas must be approved by Lessor. Trash and garbage receptacles shall be kept covered. Lessee shall dispose of trash and other matter in a manner acceptable to Lessor, at Lessee's expense.
18. Signs. Lessee will obtain Lessor's prior approval of the location, design, size, color, materials, and other details of any signs to be located on the Premises. Signs will be designed and constructed in compliance with city and county sign codes.
19. Laws, Ordinances, and Building Rules. Lessee shall observe and obey all the laws, ordinances, regulations and rules of the federal, state, county, and municipal governments which may be applicable to its operations and any Building rules issued by Lessor.
20. Warranties and Guarantees. Lessor makes no warranty, guaranty or averment of any nature whatsoever concerning the condition of the Premises, including the physical condition thereof, or any condition which may affect the Premises, and it is agreed the Lessor will not be responsible for any loss, damage, or costs which may be incurred by Lessee by reason of any such condition or conditions.
21. Redelivery: Upon termination of this Lease through the passage of time or otherwise, Lessee shall have no further right or interest in the Premises and the Lessor shall be entitled to have the Premises returned to it immediately in clean, broom swept condition that is substantially similar to the condition of the Premises on the Commencement Date.
22. Holding Over. In the event Lessee shall hold over and remain in possession of the Premises after the Expiration Date, without any written renewal thereof, which is not contemplated by or authorized under this Lease, such holding over shall not be deemed to operate as a renewal or extension of this Lease, but shall only create a tenancy for month to month which may be terminated at any time by Lessor. Rent during such month to month holdover period shall be at a rate of one hundred fifty percent (150%) of the current Rent at the Expiration Date.
23. Non-Waiver. Any waiver of any breach of covenants herein contained to be kept and performed by either party hereto shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the other party hereto from declaring a forfeiture, termination, or cancellation for any succeeding breach either of the same condition or covenant or otherwise. Acceptance of Rent or of any other payment by Lessor from Lessee after any default by Lessee shall not constitute a waiver of such default or of any other default.

24. Attorney Fees. In the event any action or suit or proceeding is brought to collect the Rent due or to become due hereunder or any portion thereof, or to take possession of the Premises or to enforce compliance with this Lease, the prevailing party agrees to pay such sum as the courts may adjudge reasonable as attorney's fees to be allowed in such suit, action or proceeding, and in the event of an appeal, as allowed by the appellate courts.
25. Default. (a) if Lessee shall fail to pay Rent or Additional Rent when due, or (b) if Lessee shall fail or neglect to do, perform, or observe any of the covenants contained herein on Lessee's part to be kept and performed, and such default under (a) herein shall continue for a period of not less than 10 days, or under (b) herein for a period of not less than 30 days, unless otherwise agreed to in writing by Lessor, after Lessor has notified Lessee in writing of Lessee's default hereunder, or if Lessee shall be declared to be bankrupt or insolvent according to law or if any assignment of its property shall be made for the benefit of creditors, or if any mortgages obtained by Lessee for structures built on the Premises are foreclosed, or Lessee abandons the Premises mentioned herein for a period of 30 days, then in any of these cases or events, Lessor, lawfully may, at its option, immediately or at any time thereafter, without demand or notice terminate this Lease, enter into and upon the Premises or any part thereof and repossess the same of its former state, and expel Lessee and those claiming by, through or under it, and remove its effects, if any, forcibly, if necessary, without compensation and without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of Rent or proceeding breach of covenant
26. Quiet Enjoyment. Lessor agrees that on payment of the Rent and performance of the covenants and agreements on the part of Lessee to be performed hereunder, Lessee shall peaceably have and enjoy the lease Premises and all rights and privileges of the Premises, its appurtenance and facilities granted herein.
27. Non-Discrimination. Pursuant to Title VII of the Civil Rights Act of 1964, Lessee agrees it will not discriminate on the grounds of race, sex, color, or national origin, and will not permit discrimination against any persons or groups of persons in any manner prohibited.
28. Interpretation of Lease. Nothing in this Lease shall be construed or interpreted in any manner whatsoever as limiting, relinquishing, or waiving of any rights or ownership enjoyed by Lessor.
29. Invalid Provisions. In the event any covenant, condition, or provision in this Lease is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided that the invalidity of such covenant, condition or provision does not materially prejudice either the Lessor or Lessee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Lease.
30. Successors and Assigns. All the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the legal representative, successors and assigns of the respective parties hereto.

31. Notices. Notices issued pursuant to this Lease must be sent by certified mail, postage prepaid, addressed to the following or to such other respective address as the parties may designate to each other in writing or via email from time to time:

Lessor: City of Vancouver
Attn: Property Management
PO Box 1995
Vancouver, WA 98668-1995

Lessee: Del Sol, Inc.
Attn: HR Manager
PO Box 3028
Pasco, WA 99302

32. Ratification. Acts taken pursuant to this Lease but prior to its execution are hereby ratified and affirmed.
33. Time of Essence. It is agreed that time is of the essence under this Lease and of the payments and performances hereunder.
34. Applicable Law. This Lease shall be construed, applied and enforced in accordance with the laws of the State of Washington. Any action brought under this Lease shall be brought in Clark County, Washington.

[REMAINDER OF PAGE INTENTIONALLY BLANK - SIGNATURE BLOCK FOLLOWS]

IN WITNESS WHEREOF, the parties hereto execute this Lease as of the Effective Date noted above.

CITY OF VANCOUVER

DEL SOL, INC.

By: _____
By: Eric J. Holmes, City Manager

By: _____
By: Priscilla Martinez, President

[NOTARY ACKNOWLEDGEMENTS ON FOLLOWING PAGE]

Attest:

By: _____
By: Natasha Ramras, City Clerk

Approved as to form:

By: _____
By: Jonathan Young, City Attorney

STATE OF WASHINGTON)
 ss:
COUNTY OF CLARK)

On this day personally appeared before me Eric J. Holmes, City Manager, to me known to be the individual, or individuals described in and who executed the within and foregoing instrument on behalf of the City of Vancouver, and acknowledged that they signed the same as the authorized signatory and as their free and voluntary act and deed, for the uses and purpose herein mentioned.

Given under my hand and official seal this _____ day of _____, 2024.

NOTARY PUBLIC in and for the state
of Washington residing at _____
My Commission expires:_____

STATE OF WASHINGTON)
 ss:
COUNTY OF _____)

On this day personally appeared before me Priscilla Martinez, President, to me known to be the individual, or individuals described in and who executed the within and foregoing instrument on behalf of Del Sol, Inc., and acknowledged that they signed the same as the authorized signatory and as their free and voluntary act and deed, for the uses and purpose herein mentioned.

Given under my hand and official seal this _____ day of _____, 2024.

NOTARY PUBLIC in and for the state
of Washington residing at _____
My Commission expires:_____

Staff Report: 036-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/12/2024

SUBJECT Approval of an Interlocal Agreement with Clark County Re Right of Entry to County Property for the Jefferson-Kauffman Realignment project (Project # PRJ071247)

Key Points

1. The project will re-align the intersection of Jefferson-Kauffman at West 13th Street. This project will allow the intersection to be reconstructed in a more conventional configuration to better accommodate trucks and freight mobility and provide urban complete street standards for Jefferson Street and Kauffman Avenue between Evergreen and Mill Plain/SR501.
2. Design, environmental documentation and permitting, and right-of-way acquisition are ongoing, with construction is scheduled for fall 2024.
3. Clark County owns several parcels (046680-000, 047190-000, 046270-000, and 046910-000) within the project area that must be accessed for temporary construction purposes to complete the road improvement project.
4. The attached Interlocal Agreement will grant the City temporary access to the County parcels for construction of the Jefferson-Kauffman Realignment project. This access is granted at no cost to the City.

Strategic Plan Alignment

Transportation and Mobility - a safe, future-ready and convenient transportation system.

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

Vibrant and Distinct Neighborhoods – a variety of accessible places and spaces.

Present Situation

The City Jefferson-Kauffman Realignment project requires temporary access to County property to complete the road improvement. This Interlocal Agreement grants the City the needed access and must be approved by both the Clark County Council and the Vancouver City Council. Clark County Council scheduled this Interlocal Agreement for approval on February 6, 2024.

Advantage(s)

This Interlocal Agreement grants the City temporary access to County parcels for the construction of the Jefferson-Kauffman Realignment project.

Disadvantage(s)

None

Budget Impact

None. The project is currently funded through federal grant, state Freight Mobility Strategic Investment Board (FMSIB) grant, the Vancouver Transportation Benefit District, and other local matching dollars. The project is included in the 2023-2024 biennial budget.

Prior Council Review

1. Approval of the 2023-2024 biennial budget which included the referenced project
2. Approval of the 2024-2029 Transportation Improvement Program (TIP), Resolution No. M-4235. (June 26, 2023)

Action Requested

Authorize the City Manager, or designee, to sign an Interlocal Agreement with Clark County for Right of Entry to Clark County Property for the Jefferson-Kauffman Realignment Project.

Hassan Abdalla, Engineering Manager, 360-487-7704

ATTACHMENTS:

- ▣ Interlocal Agreement
- ▣ Project Map

INTERLOCAL AGREEMENT RE RIGHT OF ENTRY TO COUNTY PROPERTY

THIS IS AN INTERLOCAL AGREEMENT, entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW ("Interlocal Agreement" or "ROE Agreement"), effective as of the ____ day of _____, 20____, is entered into by and between **CLARK COUNTY, a governmental subdivision of the State of Washington**, Grantor ("County"), and **CITY OF VANCOUVER, a Municipal Corporation of the State of Washington**, Grantee ("City"). County and City are collectively referred to hereinafter as the "parties".

RECITALS

WHEREAS, County owns certain parcels of real property in the County of Clark, State of Washington, commonly known as Clark County Assessor's Parcel No. 046680-000, 047190-000, 046270-000, and 046910-000,

WHEREAS, parties agree that the Exhibits attached hereto and made a part hereof represent the portions of County-owned parcels of real property that City needs to perform the Jefferson-Kauffman Realignment,

WHEREAS, City affirms that properties represented by the attached Exhibits are temporarily required for the City's construction of its Jefferson-Kauffman Realignment,

AGREEMENT

NOW, THEREFORE, for the purpose of facilitating the City's construction of its Jefferson-Kauffman Realignment the County hereby grants to the City a right to access and use the specifically identified areas of County's property, as depicted within the attached Exhibits, for temporary construction purposes and the parties further agree that:

1. The property is necessary for a public use of the City.
2. **Indemnification.**
 - a) City shall defend, indemnify and save harmless County and its officers, commissioners, agents, representatives, employees and contractors (collectively, with the County, the "Indemnitees," and individually an "Indemnitee") from and against any and all claims, demands, loss, damage, expense (including, without limitation, fines, penalties and judgments, and attorneys' fees), liens, charges and liability of every kind and description ("Loss") arising from or in any way related to (i) any claim, demand, suit or action brought against an Indemnitee for bodily injury (including death), personal injury, any damage to or loss of or destruction of property, and for any violation of any regulation, covenant or easement whatsoever suffered or alleged to have been suffered by any person (including but not limited to all persons directly or indirectly employed or contracted by the City, its

contractors, subcontractors or suppliers), firm, corporation or entity, by reason of City's activities on the property under this ROE Agreement, or arising from the exercise of City's rights granted herein (including, but not limited to, the use of the property or the entry upon the property by City, its employees, agents, contractors, subcontractors, and consultants), except where such injuries, death or damages are caused by the sole negligence of County, its officers, commissioners, agents, representatives, employees or contractors. Provided, however, that only to the extent that this ROE Agreement is subject to Section 4.24.115 of the revised code of Washington, it is agreed that where liability for damages arising out of bodily injury to persons or damage to property is caused by or results from the concurrent negligence of (a) the Indemnitee or Indemnitee's agents, representatives, employees or contractors, and (b) City's or City's agents, representatives, employees or contractors, City's obligations of indemnity under this **Section 2** shall be effective only to the extent of the negligence of the City or City's agents, representatives, employees or contractors. This provision shall survive termination/expiration of this ROE Agreement. COUNTY AND CITY AGREE AND ACKNOWLEDGE THAT THIS PROVISION IS THE PRODUCT OF MUTUAL NEGOTIATION.

- b) County's rights under this **Section 2** shall be in addition to and not in lieu of any other rights or remedies to which it may be entitled under this ROE Agreement or otherwise.
3. This ROE Agreement shall not be assigned without the prior written agreement of the parties. Subject to the foregoing, this ROE Agreement shall be binding upon and inure to the benefit of the parties' respective representatives, successors, and assigns.
4. No separate entity or joint board shall be created to administer this Interlocal Agreement. A contract manager designated by the County Manager, or the City Manager shall administer this Interlocal Agreement on behalf of the County and the City, respectively. The Clark County Director of Internal Services shall be a contract manager. The City of Vancouver Engineering Manager shall be a contract manager. The contract managers shall, during the interim, communicate via telephone or e-mail to relay information, answer questions, or raise concerns.
5. The City and the County shall each finance its own undertakings and actions pursuant to this Interlocal Agreement, and each shall duly establish and maintain its own budget for that purpose. By this Interlocal Agreement the County provides the City with temporary access authorization to the City for the purpose set forth in the Interlocal Agreement. Upon the termination or expiration of the Interlocal Agreement, the authorization to access the County's real property will have no further effect.
6. Unless provided otherwise in this ROE Agreement, all notices and any other information required to be provided to a party under this ROE Agreement shall be made in writing and shall be delivered in person, by registered or certified

mail, by overnight courier, or email to the recipients addressed as set forth below.

If to County:

Clark County Public Works
Real Property Services
PO Box 9810
Vancouver, WA 98666-9810
Telephone: (564) 397-4369
Email: laura.slye@clark.wa.gov

If to City:

City of Vancouver, Public Works Department
M. Hassan Abdalla, Engineering Manager

P.O. Box 1955
Vancouver, WA 98668
Telephone: (360) 487-7704
Email: hassan.abdalla@cityofvancouver.us

7. This ROE Agreement contains the entire understanding of the parties regarding the temporary right to access and use the property and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this ROE Agreement.
8. This ROE Agreement shall be governed by the laws of the State of Washington. The parties agree that venue for any action brought by a party in connection with this ROE Agreement shall lie in the Washington state courts sitting in Clark County, Washington, and that such courts constitute a convenient forum.
9. This ROE Agreement will be binding upon and inure only to the benefit of the parties and their respective successors and assigns and nothing herein shall confer or is intended to confer upon any person, other than the parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities.
10. If any term, covenant, condition, or provision of this ROE Agreement is held to be invalid, void, or unenforceable, the other terms of this ROE Agreement shall remain in full force and shall in no way be affected, impaired, or invalidated.
11. The recitals are hereby incorporated by reference into the body of this ROE Agreement.

12. The waiver by one party of the performance of any covenant, term, or condition under this ROE Agreement shall not invalidate this ROE Agreement nor shall it be considered a waiver by it of any other covenant, terms, or condition hereunder.
13. Each of the undersigned Parties hereby warrants that it is duly authorized to enter into this ROE Agreement and that the person signing this ROW Agreement on its behalf has been duly authorized to do so.
14. This ROE Agreement shall be effective immediately upon full execution by both parties and shall end upon completion of construction, and after the City has restored all of the areas subject to this ROE Agreement to their pre-existing condition or better, which the Parties hereto agree shall be completed on or before the 31st day of December, 2026.
15. The City agrees to provide written notice at least two weeks in advance of the start of construction upon County property.
16. Promptly upon completion of construction, and prior to the expiration of the ROE Agreement, the City shall restore all of the areas subject to this ROE Agreement to their pre-existing condition or better.

Dated this _____ day of _____, 20_____

CLARK COUNTY, WASHINGTON

By: _____
Kathleen Otto
County Manager

CITY OF VANCOUVER, WASHINGTON

By: _____
M. Hassan Abdalla
Engineering Manager

By: _____
Eric Holmes
City Manager

Attest:

Natasha Ramras, City Clerk

Approved as to form only:

ANTHONY F. GOLIK
Prosecuting Attorney

N:\ROW\1 - Project Files\City of Vancouver\Jefferson-Kauffman\00 - ROW Parcel Files\7. Clark County
Internal Services\10 - Offer\COV ROE Agmt-edited MRS 1-10-24.docx

Revised 8/2016

Page of 24

IC#4-06-04601

By: Christine Cook
Christine Cook
Senior Deputy Prosecuting Attorney

By: _____
Jonathan Young
City Attorney

City of Vancouver
Jefferson-Kauffman Realignment
Project # 071247

**Legal Description
Right of Entry Agreement
Parcel Identification Number 46680-000**

Exhibit A

A portion of parcel 46680-000 lying in the Southwest 1/4 of the Northwest 1/4 of Section 27, Township 2 North, Range 1 East of the Willamette Meridian, Clark County, Washington, more particularly described as follows:

Beginning at a point on the East right-of-way line of Kauffman Avenue being 36.96 feet right of Engineer's Station 27+04.90 when measured at right angles or radial to the construction centerline of Kauffman Ave, as shown on the Jefferson-Kauffman Realignment Project Right-of-way Plans dated April 2023, City of Vancouver project #071247, Clark County, Washington;

Thence easterly to a point being 41.84 feet right of Engineer's Station 27+05.86;

Thence northerly to a point being 37.79 feet right of Engineer's Station 27+24.94;

Thence easterly to a point being 42.73 feet right of Engineer's Station 27+25.61;

Thence northerly to the North line of said parcel being 39.19 feet right of Engineer's Station 27+56.89;

Thence westerly along said North line to the East right-of-way line of West Kauffman Avenue being 29.20 feet right of Engineer's Station 27+56.45;

Thence southerly along said East right-of-way to the Point of Beginning.

Containing 467 square feet, more or less.



City of Vancouver
Jefferson-Kauffman Realignment
Project # 071247

**Legal Description
Right of Entry Agreement
Parcel Identification Number 47190-000**

Exhibit B

A portion of parcel 47190-000 lying in the Southwest 1/4 of the Northwest 1/4 of Section 27, Township 2 North, Range 1 East of the Willamette Meridian, Clark County, Washington, more particularly described as follows:

Beginning at a point on the East right-of-way line of Kauffman Avenue and the South line of said parcel being 29.20 feet right of Engineer's Station 27+56.45 when measured at right angles or radial to the construction centerline of Jefferson Street, as shown on the Jefferson-Kauffman Realignment Project Right-of-way Plans dated April 2023, City of Vancouver project #071247, Clark County, Washington;

Thence easterly to a point being 39.19 feet right of Engineer's Station 27+56.89;

Thence northerly to a point being 38.93 feet right of Engineer's Station 27+62.90;

Thence westerly to a point being 30.94 feet right of Engineer's Station 27+62.71;

Thence northerly to the North line of said parcel being 30.77 feet right of Engineer's Station 28+80.74;

Thence westerly along said North line to the East right-of-way line of West Kauffman Avenue to a point being 28.77 feet right of Engineer's Station 28+80.73;

Thence southerly along said East right-of-way to the Point of Beginning.

Containing 306 square feet, more or less.



City of Vancouver
Jefferson-Kauffman Realignment
Project # 071247

**Legal Description
Right of Entry Agreement
Parcel Identification Number 46270-000**

Exhibit C

A portion of Parcel 046270-000 lying in the West 1/2 of the Northwest 1/4 of Section 27, Township 2 North, Range 1 East of the Willamette Meridian, Clark County, Washington, more particularly described as follows:

Beginning at a point on the East right-of-way line of Kauffman Avenue and the South line of said Parcel being 28.77 feet right of Engineer's Station 28+80.73 when measured at right angles or radial to the construction centerline of Kauffman Avenue, as shown on the Jefferson-Kauffman Realignment Project Right-of-way Plans dated April 2023, City of Vancouver project #071247, Clark County, Washington;

Thence easterly to a point being 30.77 feet right of Engineer's Station 28+80.74;

Thence northerly to a point being 30.77 feet right of Engineer's Station 28+90.57;

Thence easterly to a point being 43.77 feet right of Engineer's Station 28+90.51;

Thence northerly to the North line of said Parcel being 43.76 feet right of Engineer's Station 29+18.26;

Thence westerly along said North line to the East right-of-way line of West Kauffman Avenue to a point being 28.76 feet right of Engineer's Station 29+18.23;

Thence southerly along said East right-of-way to the Point of Beginning.

Containing 435 square feet, more or less.



City of Vancouver
Jefferson-Kauffman Realignment
Project # 071247

**Legal Description
Right of Entry Agreement
Parcel Identification Number 46910-000**

Exhibit D

A portion of Parcel 46910-000 lying in the Northwest 1/4 of the Northwest 1/4 of Section 27, Township 2 North, Range 1 East of the Willamette Meridian, Clark County, Washington, more particularly described as follows:

Beginning at a point on the East right-of-way line of Kauffman Avenue and the South line of said Parcel being 28.76 feet right of Engineer's Station 29+18.23 when measured at right angles or radial to the construction centerline of Kauffman Avenue, as shown on the Jefferson-Kauffman Realignment Project Right-of-way Plans dated April 2023, City of Vancouver project #071247, Clark County, Washington;

Thence easterly along said South line to a point being 43.76 feet right of Engineer's Station 29+18.76;

Thence northerly to a point being 43.76 feet right of Engineer's Station 29+25.26;

Thence westerly to a point being 33.76 feet right of Engineer's Station 29+25.25;

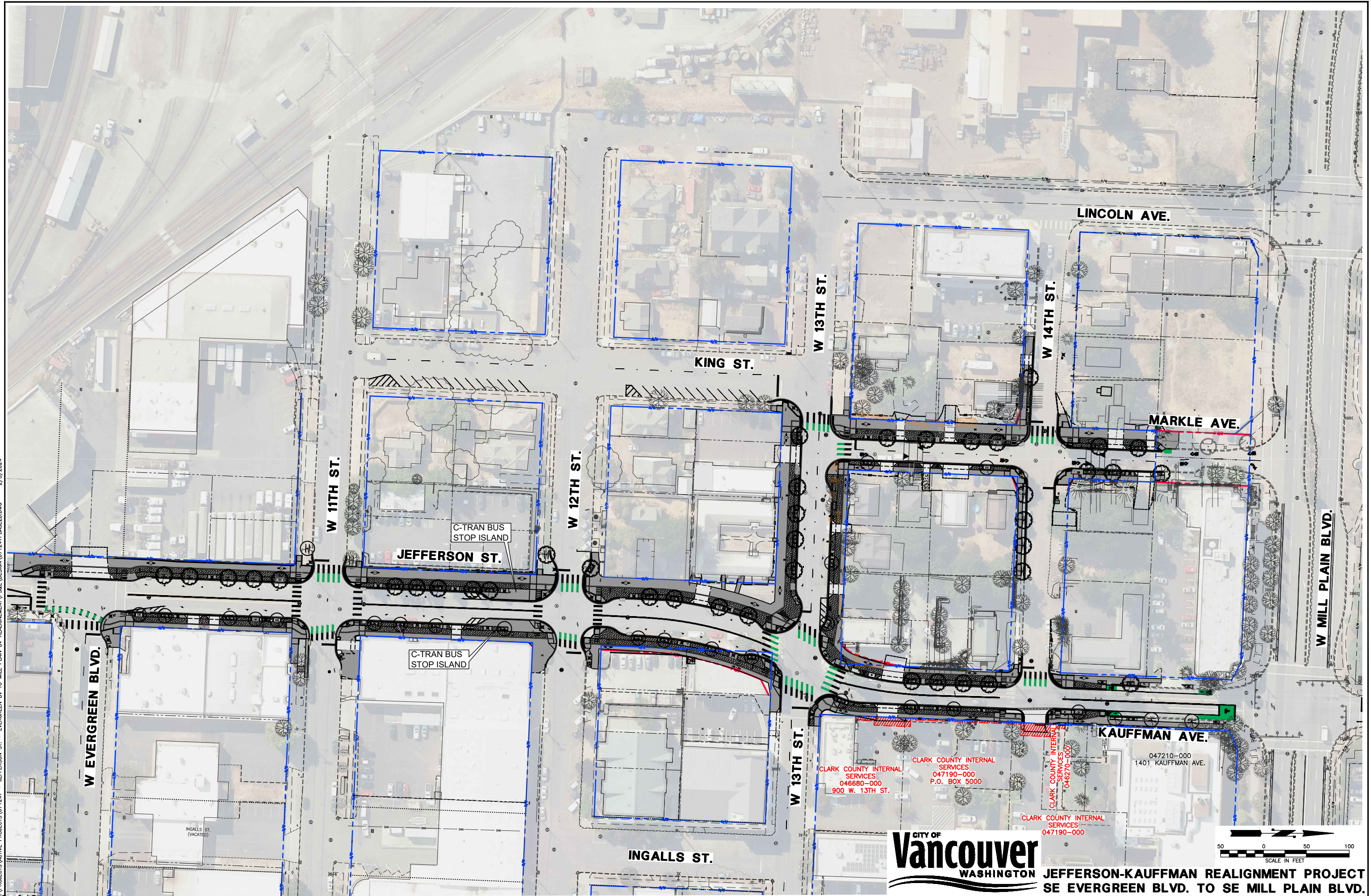
Thence northerly to the North line of said parcel to a point being 33.75 feet right of Engineer's Station 29+42.29;

Thence westerly along said North line to the East right-of-way line of Kauffman Avenue to a point being 28.75 feet right of Engineer's Station 29+42.29;

Thence southerly along said East right-of-way to the Point of Beginning.

Containing 190 square feet, more or less.





Staff Report: 026-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/12/2024

SUBJECT Washington Department of Commerce Climate Planning Grant 2023-25 Award

Key Points

- The Washington State Department of Commerce (“Commerce”) has recently awarded \$575,000 to the City of Vancouver as part of House Bill 1181, which provides funding to assist local government agencies with climate resilience and mitigation planning and implementation.
- This grant will fund four projects that enhance climate-related infrastructure resilience planning and reduce greenhouse gas emissions from Vancouver buildings and transportation systems.
- The four proposed projects are already recommended in the City’s Climate Action Framework (CAF) and will be jointly managed by current staff from Community Development and the City Manager’s Office.
- No local match or ongoing costs are required.

Strategic Plan Alignment

Transportation and Mobility - a safe, future-ready and convenient transportation system.

Climate and Natural Systems – Environmental stewardship and efforts to address climate change to ensure a sustainable future.

Present Situation

The Washington State Department of Commerce has awarded the City of Vancouver \$575,000 in Climate Planning Grant funds as part of Washington State’s Growth Management Act[1] amendment House Bill 1181 (Chapter 228, Laws of 2023), which requires climate action to be integrated into local comprehensive plans.

Climate planning activities required for the City of Vancouver’s Comprehensive Plan include changes to land use, transportation systems, climate resilience, and reduction of greenhouse gas emissions.

Much of the required climate planning work specific to greenhouse gas emission reduction was completed in 2020-2022 as part of the development and adoption of Vancouver's Climate Action Framework. This puts Vancouver in a highly favorable position to take on new projects that will support further development of climate resilience elements and greenhouse gas reduction recommendations from the CAF. These projects are as follows:

Vancouver Climate Planning 2023-25 Grant Projects	Commerce Grant Funds
Citywide electric vehicle charging strategy	\$100,000
Asset vulnerability mapping	\$100,000
Citywide commercial building decarbonization strategy	\$175,000
Low carbon transportation acceleration strategy	\$200,000
2023 Total Award based on four current projects: (Note: A \$700,000 Max available through 2029)	\$575,000

This grant award term ends June 30, 2025. Note that this \$575,000 grant is a partial allocation from a larger, non-competitive formula grant totaling \$700,000 that Commerce has set aside for Vancouver to assist in completing Comprehensive Plan revisions and enhance climate-related implementation activities. The City has until 2029 to apply for and use the remaining portion (\$125,000) of this allocation.

Advantage(s)

1. Commerce grant funding will support foundational climate planning work that is not currently funded in the local budget.
2. Vancouver will receive \$575,000 for foundational climate planning projects that are included in Vancouver's CAF.
3. This funding will support key implementation priorities from the recently adopted Transportation System Plan, including the development of new Safe Routes for School and Safe Routes for Seniors programs.
4. Supports development of the climate element of the City's Comprehensive Plan update.
5. This grant requires no local match or ongoing expenses, and funding can be used through June 30, 2025.

Disadvantage(s)

None

Budget Impact

There is no local funding match or ongoing subsidy required, and no net impact to the General Fund.

Prior Council Review

None

Action Requested

Authorize the City Manager or designee to execute an interlocal agreement with Commerce to accept Climate Planning Grant funds from Commerce and take any and all action necessary to enforce the terms thereof.

Rebecca Small, Senior Policy Analyst, 360-487-8601; Rebecca Kennedy, Deputy Community Development Director, 360-487-7896

ATTACHMENTS:

- ▢ Interlocal Agreement - Climate Planning Grant



Interagency Agreement with

City of Vancouver

through

Growth Management Services

Contract Number:

24-63610-173

For

2023-2025 Climate Planning Grant

Dated: Date of Execution

Table of Contents

TABLE OF CONTENTS.....	2
FACE SHEET	3
SPECIAL TERMS AND CONDITIONS.....	4
1. AUTHORITY.....	4
2. CONTRACT MANAGEMENT	4
3. COMPENSATION	4
4. BILLING PROCEDURES AND PAYMENT	4
5. SUBCONTRACTOR DATA COLLECTION	5
6. ENSURE COORDINATED CLIMATE COMMITMENT ACT BRANDING	5
7. INSURANCE	6
8. FRAUD AND OTHER LOSS REPORTING	6
9. ORDER OF PRECEDENCE	6
GENERAL TERMS AND CONDITIONS.....	7
1. DEFINITIONS	7
2. ALL WRITINGS CONTAINED HEREIN.....	7
3. AMENDMENTS	7
4. ASSIGNMENT	7
5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION	7
6. COPYRIGHT	8
7. DISPUTES	8
8. GOVERNING LAW AND VENUE	9
9. INDEMNIFICATION	9
10. LICENSING, ACCREDITATION AND REGISTRATION	9
11. RECAPTURE.....	9
12. RECORDS MAINTENANCE	9
13. SAVINGS	9
14. SEVERABILITY.....	9
15. SUBCONTRACTING	10
16. SURVIVAL.....	10
17. TERMINATION FOR CAUSE.....	10
18. TERMINATION FOR CONVENIENCE.....	10
19. TERMINATION PROCEDURES.....	10
20. TREATMENT OF ASSETS	11
21. WAIVER	12
ATTACHMENT A: SCOPE OF WORK.....	13
ATTACHMENT B: BUDGET	15

Face Sheet

Contract Number: 24-63610-173

**Local Government Division
Growth Management Services
2023-2025 Climate Planning Grant**

1. Contractor City of Vancouver 415 W. 6 th St. Vancouver, WA 98660		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Rebecca Small Senior Policy Analyst rebecca.small@cityofvancouver.us		4. COMMERCE Representative Noelle Madera Climate Operations Team Lead 509-818-1040 noelle.madera@commerce.wa.gov PO Box 42525 1011 Plum St. SE Olympia, WA 98504	
5. Contract Amount \$575,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date July 1, 2023	8. End Date June 30, 2025
9. Federal Funds (as applicable) N/A		Federal Agency: N/A ALN N/A	
10. Tax ID # N/A	11. SWV # SWV0008489	12. UBI # 065-001-364	13. UEI # N/A
14. Contract Purpose For the development of the Growth Management Act (GMA) climate change and resiliency element requirements related to the implementation of HB 1181 and climate related implementation activities.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" – Budget.			
FOR CONTRACTOR _____ <insert name>, <insert title> _____ Signature _____ Date		FOR COMMERCE _____ <insert name>, <insert title> _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed **five hundred seventy-five thousand dollars (\$575,000)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the attached Scope of Work and Budget.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63610-173. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2023, for services and deliverables described under this Agreement.

State Fiscal Year Payments

COMMERCE will reimburse Contractor for State Fiscal Year 2024 (July 1, 2023-June 30, 2024), and State Fiscal Year 2025 (July 1, 2024-June 30, 2025), based on the expenses incurred under this Contract.

Invoices and End of Fiscal Year

Invoices are due at a minimum of June 15, 2024 and 2025, if not submitted at more frequent intervals.

Final invoices for a state fiscal year may be due sooner than the 15th of June and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Line Item Modification of Budget

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget, hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Budget (Attachments B) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, include Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. ENSURE COORDINATED CLIMATE COMMITMENT ACT BRANDING

COMMERCE received funding from Washington's Climate Commitment Act (CCA). To strengthen public awareness of how CCA funding is used, the Office of the Governor is directing state agencies that administer funding or manage a CCA-supported program to ensure consistent branding and funding acknowledgments are used in all communications and included in funding agreements and contracts. The "Climate Commitment Act" logo and funding acknowledgment make it easy for consumers and the public to see how the state is using CCA funds to reduce climate pollution, create jobs, and improve public health and the environment, particularly for low-income and overburdened populations.

The following provisions apply to all contractors, subcontractors, service providers and others who assist CONTRACTOR in implementing the climate planning grant.

Logo requirements. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at climate.wa.gov/brandtoolkit.

- Any WA Department of Commerce climate planning grant website or webpage that includes logos from other funding partners.
- Any WA Department of Commerce climate planning grant media or public information materials that include logos from other funding partners.

Funding source acknowledgement. This standard funding language must be used on websites and included in announcements, press releases and publications used for media-related activities, publicity and public outreach.

“The WA Department of Commerce climate planning grant is supported with funding from Washington’s Climate Commitment Act. The CCA supports Washington’s climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov.”

7. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

8. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

9. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority

prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management

practices.

- C.** If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E.** All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work

Scope of Work for GHG Emissions Reduction Sub-Element (Implementation) and Climate Resilience Sub-Element		
Section Steps, Tasks, and Deliverables	Description	End Date
Section 1	Citywide EV Strategy	11/2023 - 6/2025
Task 1.1	Hire consultant to conduct community engagement and develop EV/electric mobility deployment scenarios and implementation strategy	
Task 1.2	Convene stakeholder collaboration to advise on strategy and partner on implementation	
Task 1.3	Conduct community engagement to inform EV use cases, equitable outcomes, and community partnership opportunities	
Task 1.4	Map priority locations for public EV charging infrastructure in support of climate and equity goals and Transportation System Plan	
Deliverable 1	Citywide EV deployment strategy completed	6/30/2025
Section 2	Asset vulnerability mapping	11/2023 - 6/2025
Task 2.1	Hire consultant to conduct spatial mapping analysis of existing city assets and infrastructure, and provide assessment of vulnerability to climate impacts	
Task 2.2	Conduct focus group conversations with utility providers and other key stakeholders	
Task 2.3	Facilitate engagement with key population groups disproportionately impacted by disruption or failure of key assets identified in the mapping exercise	
Task 2.4	Provide memorandum highlighting best practices and adaptation measures the City can undertake to mitigate impacts on existing assets	
Deliverable 2	Integrate recommendations into Comp Plan update.	6/30/2025
Section 3	Pt. 1: Low carbon transportation acceleration strategy	11/2023 - 6/2025
Task 3.1	Create project team; identify strategy elements	

Task 3.2	Program identification and definition including what is within City jurisdiction versus partner organization	
Task 3.3	Internal and external stakeholder interviews to understand program needs; workflow between City departments and partners	
Task 3.4	Program research, regional/ state/ national best practices for similar programs in other jurisdictions	
Deliverable 3.1	Memo outlining acceleration strategy with defined programs; target outcomes/performance tracking; potential funding sources	6/30/2025
Deliverable 3.2	Individual program memos with materials, collateral, workflow, agency/department roles and responsibilities	6/30/2025
Section 4	Citywide commercial building decarbonization program	11/2023 - 6/2025
Task 4.1	Hire consultant to support community outreach and technical assistance.	
Task 4.2	Identify key stakeholders and target buildings for program design and engagement.	
Task 4.3	Develop program structure, including the services to be provided, estimated number of buildings, prioritization approach, performance metrics, etc.	
Deliverable 4.1	Summary of program design, including program goals, proposed service offerings, approach for identifying target buildings, and outreach & engagement plan.	12/31/24
Task 4.4	Provide technical assistance to buildings: energy benchmarking, energy audits, development of energy management/operations and maintenance plans for selected buildings, and other services.	
Deliverable 4.2	Memo summarizing local participation and impact of the program.	6/30/2025

Attachment B: Budget

Deliverables	Commerce Grant Funds
Deliverable 1: Citywide EV charging strategy	\$100,000
Deliverable 2: Asset vulnerability mapping	\$100,000
Deliverable 3: Low carbon transportation acceleration strategy	\$200,000
Deliverable 4: Citywide commercial building decarbonization strategy	\$175,000
2023 Total: (\$700,000 Max)	\$575,000

Staff Report: 037-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/12/2024

SUBJECT Recognition of the Woodland Meadows Neighborhood Association

Key Points

- The City of Vancouver has recognized neighborhood associations since 1975 to support connections between neighbors, City staff and the Vancouver City Council.
- Neighborhood associations play a vital role in supporting communication and community engagement, particularly on issues, such as:
 - Land use, housing and zoning
 - Parks, recreation programs and open space
 - Public safety
 - Traffic and transportation
 - Climate action and disaster preparedness
- Consistent with VMC Chapter 2.75, residents, property owners, and representatives of businesses and non-profit organizations of the Woodland Meadows neighborhood have formed an active neighborhood association.
- The association has met to gather information, name their association, approve bylaws, determine neighborhood boundaries and elect officers.
- Under VMC 2.75.030, the decision to formally recognize a neighborhood association “shall be done by council resolution.”

Strategic Plan Alignment

Vibrant and Distinct Neighborhoods – a variety of accessible places and spaces.

Present Situation

Residents of the area gathered on July 26, Aug. 23, Sept. 9, Sept. 13 and Oct. 25, 2023, and voted to form a neighborhood association, to be called the Woodland Meadows Neighborhood Association. They established boundaries, adopted bylaws, and voted in officers. They have met all requirements to become formally recognized by the City Council.

Advantage(s)

Through recognized neighborhood associations the City Council can:

1. Foster a partnership of open communication between the city and its residents;
2. Enhance the environment in which citizens are afforded an opportunity to participate in government decisions in an advisory role;
3. Foster cooperation and consensus among diverse interests;
4. Assist the city and neighborhood residents in developing solutions to mutual problems; and
5. Develop in the residents a sense of personal pride and responsibility for their neighborhood.

Disadvantage(s)

1. Minor impact to Office of Neighborhoods budget and staff time needed to support an additional neighborhood.
2. Minor impact to the District 4 Neighborhood Police Officer, who may be invited to attend additional neighborhood meetings.

Budget Impact

Assistance to neighborhood associations is provided through the Office of Neighborhood budget. Recognizing an additional neighborhood will have a minor impact on funds available to support neighborhood communication, training and events. The 2023-24 budget includes sufficient funds to support Woodland Meadows.

Action Requested

Staff recommends the adoption of a resolution formally recognizing the Woodland Meadows Neighborhood as the City's 71st official neighborhood association.

William Cooley, Community Engagement Manager, 360-487-8617

ATTACHMENTS:

- ▣ Resolution
- ▣ Woodland Meadows Neighborhood Association Bylaws
- ▣ Woodland Meadows Map

RESOLUTION NO. M-_____

A RESOLUTION recognizing the Woodland Meadows Neighborhood Association by City Council and providing that City Council intends to consult with the neighborhood association and to consider recommendations of the Woodland Meadows Neighborhood Association on any matter found to affect the livability of the Woodland Meadows neighborhood.

WHEREAS, consistent with Vancouver Municipal Code, Chapter 2.75, an active neighborhood association has been formed by the residents, property owners, and representatives of businesses and non-profit organizations of the Woodland Meadows neighborhood, bounded by the north boundary of the 5th Plain Creek Station subdivision Phase 1 and 2; the west boundary of 5th Plain Creek Station subdivision Phase 1, and then at the north line of NE 70th Street transitioning to the west line of NE 152nd Avenue; The east line of 5th Plain Creek Station subdivision Phase 2 and the east line of NE 156th Avenue; the south boundary of the north line of Fourth Plain Blvd., between the west line of NE 152nd Avenue and the east line of NE 156th Avenue Such group has now formally organized to enhance the welfare and overall livability of this neighborhood and its members have stated an intent and desire to work with city government on such issues.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. That City Council hereby formally recognizes the Woodland Meadows Neighborhood Association as a community group especially interested in the enhancement of the quality of life of the Woodland Meadows neighborhood, and City Council hereby states its intent to consult with the neighborhood association and to consider recommendations of such association on any matter found to affect the livability of such neighborhood. Such matters shall include, but not be limited to land use and zoning, housing, community facilities, human services, social and

RESOLUTION - 1

recreational programs, open space and parks, traffic and transportation, environmental quality, and public safety. City staff shall inform the association of issues and forthcoming decisions which seem to especially affect such neighborhood and shall be available to assist Council and the association in communicating with one another on such issues.

Section 2. Council hereby expresses its appreciation to the residents who have formed and organized the association.

ADOPTED at a Regular Meeting of the Vancouver City Council, this fifth day of February 2024.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

RESOLUTION - 2

BYLAWS FOR WOODLAND MEADOWS NEIGHBORHOOD ASSOCIATION

I. NAME

The name of this association shall be called the Woodland Meadows Neighborhood Association.

II. OBJECT

The Woodland Meadows Neighborhood Association is established by the residents of the neighborhood in order to unite the common interests and promote the welfare of the neighborhood and its residents. The Neighborhood Association shall concern itself with a variety of issues and concerns including, but not limited to, matters affecting livability and quality of the neighborhood and the community in general.

III. BOUNDARIES

North Boundary: North boundary of the 5th Plain Creek Station subdivision Phase 1 and 2

South Boundary: The north line of Fourth Plain Blvd., between the west line of NE 152nd Avenue and the east line of NE 156th Avenue

East Boundary: The east line of 5th Plain Creek Station subdivision Phase 2 and the east line of NE 156th Avenue

West Boundary: The west boundary of 5th Plain Creek Station subdivision Phase 1, and then at the north line of NE 70th Street transitioning to the west line of NE 152nd Avenue

IV. MEMBERSHIP

Membership in the Woodland Meadows Neighborhood Association is open to all residents, property owners, business licensees, and non-profit organizations within the Neighborhood Association boundaries as defined in Article III. All members of the neighborhood association may actively participate in neighborhood events, activities and meetings exercising voting rights pursuant to the bylaws, without regard to race, national origin, religion, sex or physical ability

V. OFFICERS

The officers of Woodland Meadows Neighborhood Association shall preside over all meetings, planning sessions and activities of the Neighborhood Association. The duties of each officer shall be, but are not limited to, the following:

Chair: Act as the primary executive officer and preside over all meetings, deliberations, and activities of the neighborhood association, prepare agendas for executive and membership meetings and be the official spokesperson for the association.

Vice Chair: Assist the chair in all duties and perform the functions of the chair in his/her absence and also serve as spokesperson for the association.

Secretary: Act in conjunction with the officers, keep minutes of the association's public and executive meetings, notify members of meetings and activities in advance, and preserve communications with the other Neighborhood Associations and the City of Vancouver. The Secretary will also serve as a spokesperson for the association.

Treasurer: Maintain the financial records of the association, manage any and all banking for the association, and prepare periodic reports of financial matters to present to the Board at all neighborhood meetings. The Treasurer will also serve as spokesperson for the association.

The Board may, at its discretion, appoint liaison(s) from the 5th Plain Creek Homeowners Associations within the Woodland Meadows Neighborhood Association boundaries. This HOA liaison(s) will either be Board members or be Board-appointed members of their respective Homeowners Association(s) and will serve both Associations. The purpose of the liaison is to keep consistency and cohesiveness between the two organizations.. The term for appointment will be determined by the board. At inception, a HOA liaison(s) will voluntarily attend.

In the future, the board reserves the right to add a Committee's Chair.

VI. ELECTION OF OFFICERS

Officers shall be elected annually at a general membership meeting held in the month of October. Officers must be Members of the Association. Officers will be elected for a two year term. The only exception to this two year term is the first election, where Vice-Chair and Treasurer will serve a one year term for the 2023-24 season, with another election for the 2024-25 season to occur in 2024. Vice-Chair and Treasurer are elected in even years and President and Secretary are elected in odd years. Elections to refill vacant positions shall occur whenever such vacancies occur.

VII. MEETINGS

The Board of the Neighborhood Association will meet at least four times a year, or more, if deemed necessary, to discuss neighborhood business. General meetings for all members shall be convened as determined necessary by the Board, meeting a minimum of twice per year. All decisions made by the Board must be confirmed by a meeting of the general membership.

VIII. VOTING

All members 18 years old and older are entitled to one vote. No proxies. Votes are to be done in person, and will be obtained, but not limited to, secret ballot or hand raise. The exact method of voting will be determined at each meeting. Decisions will be made by majority rules as long as quorum is met. (as long as 5 members are present, 2 being board members). All decisions must be reached by majority vote of the membership attending the general meeting.

IX. COMMITTEES

The Board of the Neighborhood Association may call for committees to conduct a particular task or tasks. These committees may be a one time commitment or may be an on-going commitment. One board member will be accountable for each committee, and that committee will report to said Board Member. Some examples of committees are: Clean Up, Traffic & Parking, Neighborhood Watch, etc.

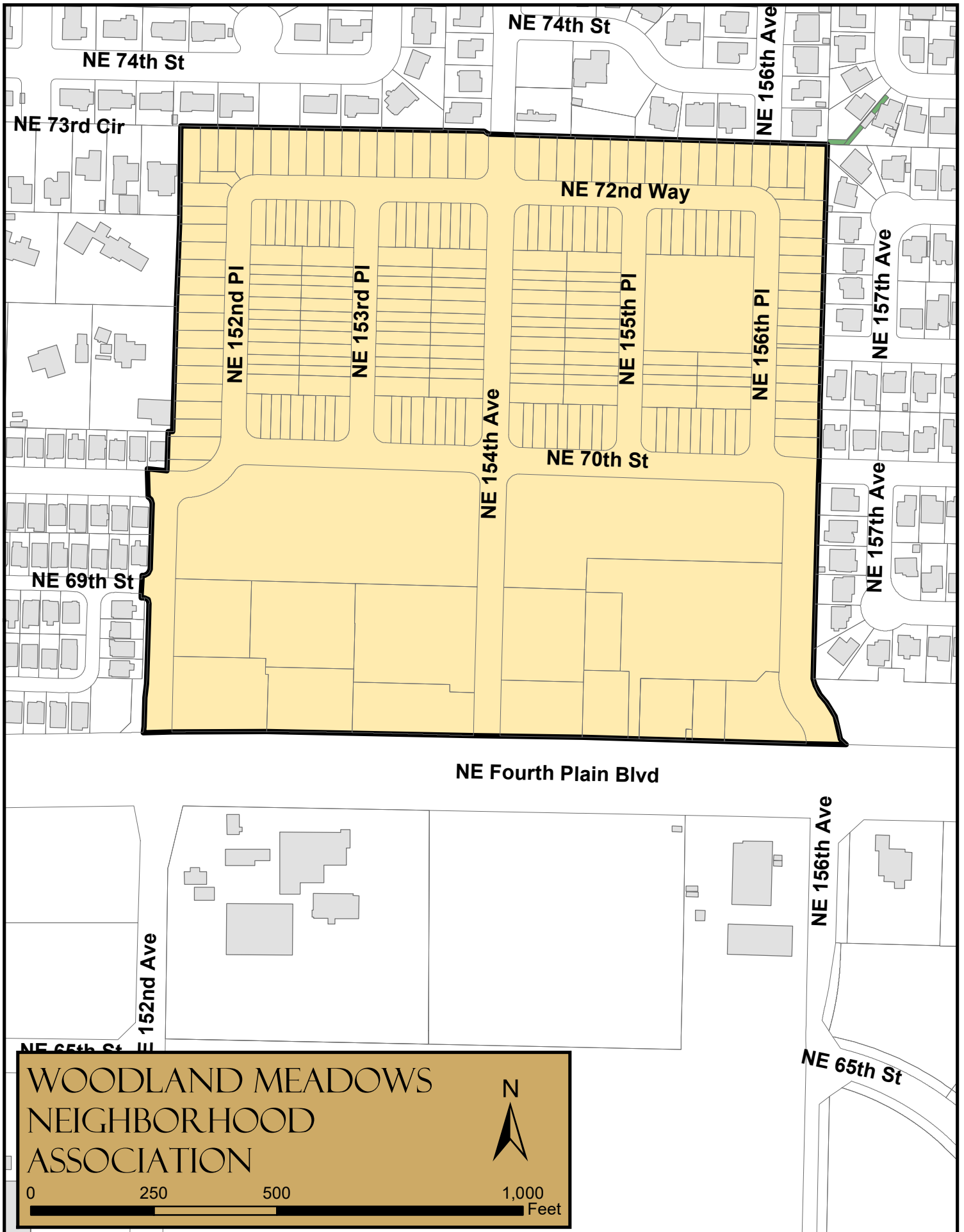
In the future, the board may consider making a Committee Chair a member of the Board (See Section V).

X. Funding

There will be no membership fees, and shall not bar any resident from neighborhood association membership or voting privileges. Voluntary dues, contributions, contracts, grants, subscriptions, or fund raising activities may be used by the neighborhood association as desired. Association funds shall be kept in the custody of the Treasurer in account(s) at a bank, savings and loan association, or credit union as the Board shall direct, except as otherwise authorized by the Board.

XI. AMENDMENTS

Amendments of the bylaws must be approved by vote held at a general membership meeting. Advance notice of proposed bylaws amendments will be provided to the members of the association prior to the general membership meeting.



Staff Report: 038-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/12/2024

SUBJECT Updates to Affordable Housing Fund Administrative Plan

Key Points

- The City Council approved the 2024 Affordable Housing Fund (AHF) Administrative and Financial Plan on September 19, 2022, detailing the eligible uses and program goals of \$100 million generated by the AHF funding levy from January 1, 2024, to December 31, 2033.
- The Economic Prosperity & Housing department, in partnership with the HART Team, is proposing changes to the AHF Admin and Financial Plan. The proposed changes will allow rental assistance for Vancouver households that move outside City limits, within Clark County, due to availability or affordability of housing units.

Strategic Plan Alignment

Housing and Human Needs – meeting basic needs and partnering with organizations to support the community.

Present Situation

On September 19, 2022, Council approved the 2024 Affordable Housing Fund (AHF) Administrative and Financial Plan that details the implementation of the \$100 million generated by the AHF funding levy from January 1, 2024, through December 31, 2033. The AHF Admin Plan allows for updates pending review and approval by City Council.

The Economic Prosperity & Housing department, along with the Homeless Assistance & Response Team (HART), is proposing changes to the household residency and unit eligibility sections of the Plan related to the rental assistance and housing services assistance. The changes are aimed at providing increased affordability and availability of housing units by expanding eligible units for rental assistance recipients to within Clark County. Only existing residents of Vancouver and people who are homeless within Vancouver would be eligible to access the City of Vancouver Affordable Housing Fund funding for units both, inside and outside the City limits.

These changes will allow tenants who are currently in Permanent Supportive Housing or Rapid Rehousing Programs, but do not need wrap around services, to find longer-term affordable housing to maintain housing stability with a low or fixed income. This will free up units that include case management services for people moving out of homelessness and require more support and case management to become stably housed.

The purpose of these changes is to efficiently use funding and system resources based on individual household needs. In coordination with partners, tenants who do not need supportive services will be identified and transitioned to long-term affordable housing, some of this housing may be outside of city limits. This will free up space to allow people who are living outside or at Safe Stay or Safe Park, who are in need of more supportive housing services, units to transition to, creating more movement for households along the housing continuum.

The updated language is attached in the proposed 2024 Affordable Housing Fund (AHF) Administrative and Financial Plan v.3.

Advantage(s)

1. Align housing resources with housing needs.
2. Provide additional unit availability and affordability for Vancouver households with very low-income.

Disadvantage(s)

None

Budget Impact

None

Prior Council Review

- September 19, 2022, Council adoption of the 2024 Affordable Housing Fund (AHF) Administrative and Financial Plan
- December 6, 2023, Council adoption of amendments to the 2024 AHF Administrative and Financial Plan to increase homeownership income limits

Action Requested

Adopt a resolution amending the 2024 AHF Administrative and Financial Plan.

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

ATTACHMENTS:

- ▢ AHF Plan Amendment Resolution
- ▢ Proposed AHF Plan with Updates Highlighted

2/12/2024

RESOLUTION NO. _____

A RESOLUTION relating to low-income housing; providing amendments to the 2024 – 2033 Affordable Housing Financing Plan adopted in 2022 for the collection and use of monies authorized by RCW 84.52.105 to fund very low-income housing; providing for Severability; and an Effective Date.

WHEREAS, Council adopted, by resolution, the 2024 – 2033 Vancouver Affordable Housing Fund Administrative and Financial Plan (A & F Plan) in September 2022;

WHEREAS, Council adopted, by resolution, the amendments to the 2024 – 2033 Vancouver Affordable Housing Fund Administrative and Financial Plan (A & F Plan) in December 2023;

WHEREAS, the A & F Plan describes program requirements and spending targets among five program areas: Housing Production and Preservation, Rent Assistance & Housing Services, Temporary Shelter, Homeownership, and Implementation (Administration);

WHEREAS, the A & F Plan is consistent with either the locally adopted or state-adopted comprehensive housing affordability strategy, required under the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. § 12701-, et seq.), as amended;

WHEREAS, the Vancouver Affordable Housing Fund Administrative and Financial Plan allows for amendments as needed;

RESOLUTION - 1

WHEREAS, the A & F Plan contemplates that minor amendments may be required throughout the levy period based on the needs of the community and service providers to be used as an ongoing guide;

WHEREAS, despite aggressive efforts to increase the available supply of affordable housing, reduce incidents of homelessness, and mitigate the adverse impacts of homelessness, the incidents of homelessness within the City of Vancouver have surpassed Washington State averages as described more fully within City of Vancouver Declaration of Emergency 2023-01; adopted November 6, 2023; and

WHEREAS, to access additional affordable units to help people move out of homelessness, Affordable Housing Fund rental assistance may now be used to assist units within Clark County for Vancouver residents, while prioritizing assistance to units within the City of Vancouver;

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The recitals set forth above are adopted as findings supporting the action of the City Council in adopting this resolution.

Section 2. **Vancouver Affordable Housing Fund Administrative and Financial Plan** (*Amended*).

The proposed amendments to the previously adopted Vancouver Affordable Housing Fund Administrative and Financial Plan, attached hereto and incorporated by reference, are hereby approved and adopted.

RESOLUTION - 2

Section 3. **Severability.** In any section, sentence, clause or phrase of this resolution 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 resolution.

Section 4. **Effective Date.** This Resolution shall become effective immediately after final adoption.

ADOPTED at regular session of the Council of the City of Vancouver, this _____ day of _____, 2024.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

RESOLUTION - 3



Affordable Housing Fund Administrative and Financial Plan

Economic Housing and Prosperity Department

January 2024



Affordable Housing Fund

Administrative and Financial Plan

2024 Plan approved September 19, 2022
Revised 2024 Plan approved December 4, 2023
Supplemental Revisions to Plan February 12, 2024

BACKGROUND

In January 2016, following eight months of discussion by the City of Vancouver's Affordable Housing Task Force, City Council reviewed several recommendations to address Vancouver's lack of affordable housing options. Creating a locally controlled affordable housing fund was identified as the first high priority option to move forward in 2016.

After exploring potential revenue sources for an affordable housing fund, a property tax levy was identified as the most practical and timely option. The State of Washington allows cities to enact a property tax levy for affordable housing if such a measure is approved by a majority of voters (RCW 84.52.105).

In November 2016, Vancouver voters passed a levy to raise \$42 million over seven years (\$6 million per year) for affordable housing and services available to very low-income residents. This Administrative and Financial Plan lays out objectives for the Vancouver Affordable Housing Fund and describes how funds will be managed and spent.

Initially, state law required that all funds must serve very low-income households, defined as earning up to 50% of area median income (AMI). In October 2020, the legislature amended RCW 84.52.105 to allow levy funding to be used for affordable homeownership, owner-occupied home repair, and foreclosure prevention programs for low-income households, defined as those earning up to 80% of area median income.

In 2022, Vancouver reviewed the outcomes of the initial AHF levy as well as the ongoing need for affordable housing. City Council recommended placing a renewal levy on the ballot for voters to consider in 2023. This administrative plan was reviewed and approved by council and published for public feedback prior to the ballot initiative. This Administrative and Financial plan was implemented in 2024 after the levy was renewed by voters.

Funding allocations and anticipated outcomes are attached to this plan. Allocation amounts may change from time to time based on need, community input, and council approval. This Administrative and Financial Plan may be updated as needed with review and approval of City Council.

PROGRAM OBJECTIVES

Four primary objectives guide implementation of the Vancouver Affordable Housing Fund. The City will strive to:

- Create and preserve affordable homes for residents earning 50% AMI or less (80% AMI or less for homeownership opportunities); promoting housing opportunity and choice throughout the City.
- Contribute to efforts to end homelessness by providing housing and services for individuals and families who are homeless or at risk of homelessness.
- Collaborate with nonprofit and for-profit developers and agencies to promote a variety of housing choices, including units in mixed-income developments.
- Leverage City investments with other funding sources to maximize the number of quality affordable housing units that are created or preserved each funding cycle.

LEVY AMOUNT, TAX RATE, AND DURATION

The renewed levy will generate \$100 million over 10 years (\$10 million annually) for Vancouver Affordable Housing Fund projects. Collection of levy funds will begin January 1, 2024 and will continue through December 31, 2033.

The amount of funds to be collected is capped at \$10 million annually for the 10-year period. As the city's assessed value changes due to shifts in property values or the number of taxable properties in Vancouver, the levy rate will also change to generate \$100 million during the 10-year period. For example, if there is an overall increase in property values, the rate charged to each property owner would adjust downward accordingly.

Taxes collected for the Vancouver Affordable Housing Fund will be held in a dedicated account that is separate from the City's general fund. The money may be spent only on eligible uses and cannot be diverted to cover other City expenses.

ELIGIBLE FUND USES

The Vancouver Affordable Housing Fund may only be used to serve households at 50% AMI or below (80% AMI or below for homeownership opportunities). Collected funds will be deposited into a restricted account that can only be used for housing and services for this population.

The City will provide funds to community partners (for-profit and nonprofit developers, property owners and housing/service providers) for acquisition, construction, and preservation of affordable housing and homeownership assistance to low or very low-income households. The money will also support temporary shelter, housing and services for people who are homeless or at risk of becoming homeless.

The Affordable Housing Fund may be used for the following activities:

Housing Production and Preservation for Units Affordable to Tenants with Very Low Income (50% AMI)

- Funding for construction of new affordable rental housing
- Funding for acquisition of land or property for affordable housing development
- Incentives to property owners to convert existing market-rate units to affordable units
- Funding to rehabilitate existing affordable housing to correct health, safety and livability problems
- Funding for publicly subsidized projects (e.g., tax credit project) with expiring affordability periods to ensure continued affordability

Rent Assistance and Housing Services for Households Earning Very Low Income (50% AMI)

- Funding for rental assistance and housing stability services. Assistance may include rent, rental arrears, application fees, security deposits, utilities in conjunction with rental assistance, and housing stabilization assistance (costs related to obtaining or maintaining employment to remain stably housed). Households will receive a vulnerability assessment; households that are homeless or have a very high risk of becoming homeless will be prioritized for assistance.

Temporary Shelter

- Funding to service providers to build, maintain, and/or operate shelters serving people who are homeless
- Funding to service providers for motel voucher programs that provide temporary overnight shelter
- Funding for rapid rehousing or other homeless housing

Homeownership Assistance for Households Earning Low Income (80% AMI)

- Funding for homeowners to make basic repairs and accessibility improvements
- Funding for development or acquisition of homes affordable to people with low income
- Funding for foreclosure assistance to homeowners with low-income

Implementation

Resources for staff to develop contracts, manage the program and conduct compliance monitoring.

HOUSEHOLD ELIGIBILITY

Residency

Prior to receiving AHF assistance, households must be current residents within Vancouver city limits or experiencing homelessness within Vancouver city limits. This residency restriction applies to any type of housing assistance.

Income

In accordance with RCW 84.52.105, the Affordable Housing Fund will be limited to serving households with low or very low-income. State law defines very low-income as earning up to 50% of area median income (AMI) and low income as earning up to 80% AMI. Income limits by household size are provided annually by the U.S. Department of Housing and Urban Development. Income limits are provided online at: www.cityofvancouver.us/AHF/.

Income Determination

Households must disclose all income sources. Adequate documentation must exist on file to support the household's income eligibility. In addition, the following conditions apply:

- **Housing Production and Preservation (50% AMI):** Household income eligibility must be determined at the time of leasing and annually thereafter. If a household is over the maximum income upon review, the next available unit in the property must be rented to an income-eligible household.
- **Rent Assistance and Housing Services (50% AMI):** Household income eligibility must be determined before assistance is provided and every 90 days thereafter. If a household is over the maximum income upon review, housing assistance through the Affordable Housing Fund must be terminated.
- **Temporary Shelter (50% AMI):** Household income eligibility of each household must be determined prior to placement in shelter.
- **Homeowner Assistance (80% AMI):** Household income eligibility must be determined prior to assistance and at time of purchase commitment. If the home is sold during the Affordable Housing Fund affordability period, subsequent buyers must be income-eligible at the time of purchase.

FUNDING PRIORITIES

Several higher-need populations exist among Vancouver's households with very low-income. To best meet the needs of these residents, the Affordable Housing Fund will prioritize projects and programs serving:

- Senior households (must include one or more individuals age 62 or over);
- People who are homeless;
- Families with children; and
- People with special needs, including but not limited to:
 - Individuals with disabilities;
 - Individuals with mental, physical or behavioral health issues;
 - Survivors of domestic violence; and
 - Veterans

UNIT ELIGIBILITY

All units created or assisted with Affordable Housing Fund must meet the criteria and be located within the geographic boundaries as defined below.

Housing Production and Preservation*

All units produced or preserved with Affordable Housing Fund must be located within Vancouver city limits. The monthly rent for designated Affordable Housing Fund units must not exceed what is affordable to households at 50% AMI according to the rent limits provided by the Washington State Housing Finance Commission. The 50% AMI rent limits are updated annually and include utilities. The Vancouver Housing Authority's utility allowance rates shall be used to calculate any tenant-paid utilities. Depending on resources, Washington State Evergreen Sustainable Development Standards (ESDS) may be required. ESDS contains criteria that safeguard health and safety, increase durability, promote sustainable living, preserve the environment, and increase energy and water efficiency.

Rent Assistance and Housing Services*

Units must be located within Clark County, with a preference for serving units within Vancouver city limits, for any household seeking rental assistance and/or housing services. The Affordable Housing Fund will contribute no more than 100% of fair market rent (FMR), based on the appropriate unit size for the household, unless an exception to FMR is requested and approved by the program manager. Fair market rents are updated annually by HUD and rent limits include utilities. The Vancouver Housing Authority's utility allowance rates shall be used to calculate any tenant-paid utilities.

* The cost of services that are required as a condition of occupancy must be included in gross rent even if federal or state law requires that the services be offered to tenants by building owners. This nonoptional fee must be included in the gross rent for the unit and supported on the income certification and lease agreement/addendum. Also, this nonoptional fee must keep the unit within the applicable maximum rent limit.

Temporary Shelter

Housing or shelter sites must be located in Vancouver city limits.

Homeownership Assistance

All homes purchased or assisted will be within Vancouver city limits. Homeownership assistance is only available to households who earn less than 80% AMI. For homebuyer assistance, the maximum purchase price shall be the HUD HOME limits for affordable single-family housing based on 95% of the median purchase price for the area using FHA single-family mortgage data. HUD updates the maximum purchase price annually. When feasible, homeowner assistance may include energy efficiency improvements at low or no cost to homeowner.

GEOGRAPHIC FOCUS

The program is not targeted to specific neighborhoods. Funds will be available to housing projects located within the city limits of Vancouver and to programs serving eligible Vancouver residents. See Household Eligibility and Unit Eligibility for requirements.

AWARD PROCESS

Awards will be allocated through a regular application process. Applications may be provided on a rolling basis in future funding rounds.

ELIGIBLE COSTS

Funds will generally be disbursed on a reimbursement basis for eligible costs, including but not limited to:

- Appraisals
- Architectural fees
- Case management to stabilize residents
- Closing costs
- Construction, including sales tax
- Development fees and permits
- Engineering fees
- Environmental assessments and fees
- Professional services
- Purchase/acquisition
- Rental assistance
- Housing stabilization assistance
- Inspections and surveys
- Insurance
- Interest
- Financing fees
- Rent buy-down
- Replacement reserves

ELIGIBLE FUND RECIPIENTS

Through the City selection process, priority will be given to applicants with a demonstrated ability to develop, own, and/or manage affordable housing. Applicants that do not have previous experience in these areas will be expected to propose an appropriate relationship with an entity that does have this experience.

Eligible recipients include:

1. Nonprofit agencies: Eligible nonprofits must have a charitable purpose. The City's preference is to provide funding to nonprofit borrowers that have established housing as a primary mission. Private nonprofit agencies will be required to submit articles of incorporation and an IRS letter as proof of nonprofit status.
2. Any corporation, limited liability company, general partnership, joint venture, or limited partnership created and controlled by a nonprofit or public corporation to obtain tax credits or for another housing-related objective approved by the City.
3. The Vancouver Housing Authority.
4. Private for-profit firms/property owners: Eligible for-profits must have experience developing, owning, and managing multifamily rental housing. Private for-profit firms can include partnerships between one or more firms, such as a building contractor and a property manager. Private for-profit firms may also partner with nonprofit or public agencies as needed to provide sufficient capacity to develop, own and operate housing on a long-term basis.
5. Homebuyers/homeowners: Homeowners or homebuyers with low-income must access assistance through programs operated by the City, or through a nonprofit or other housing agency contracted with the City.

AWARD LIMITS

Award limits are based on the type of unit assisted and shown in the table below. These limits also determine the number of units subject to continuing compliance with Affordable Housing Fund requirements throughout the affordability period. Housing Production and Preservation awards must be at least \$250,000 unless approved by the City's Chief Financial Officer.

Project Type	Per Unit Funding Limit
50% AMI rental unit production	\$75,000
50% AMI rental unit preservation	\$40,000
30% AMI rental unit production	\$105,000
30% AMI rental unit preservation	\$55,000
Group home/shared living per bed	\$25,000
Temporary shelter production or preservation per bed	\$25,000
80% AMI homeowner/buyer assistance per household	\$75,000

AFFORDABILITY PERIOD

The standard affordability period for Affordable Housing Fund units and shelter construction is 20 years, starting from the construction completion date or acquisition date. The start and end of the affordability period will be specified in the funding agreement, deed of trust, and/or affordable housing covenant. During the affordability period, housing must remain affordable to households with low or very low-income subject to compliance requirements.

Use of Program Income

Sale of a project during the affordability period requires City consent. Loan payments to the City will be returned to the Affordable Housing Fund. Payments will be reallocated to eligible housing activities or used for ongoing implementation costs to administer and monitor the fund according to priorities established in the current Administrative and Financial Plan.

FINANCING METHODS

Affordable Housing Fund financing may be provided as grant funding or as a low-interest loan.

Housing Production and Preservation

Financing for rental housing production and preservation will be provided as a grant unless the project requires a loan; loan terms will be approved by City Finance. All projects will be subject to an underwriting review prior to contracting. Financing terms and project requirements will be specified in a funding agreement, affordable housing covenant, promissory note and deed of trust.

Rental Assistance/Housing Services and Temporary Shelter

Funding for rental assistance and services, as well as temporary shelter, will be in the form of a grant. Specific project requirements will be detailed in a funding agreement.

Homeownership Assistance

Assistance to homeowners or purchasers will generally be provided through a contracted agency with specific funding and loan terms dependent on program design. The 20-year AHF affordability period applies to homeownership and will be specified through the homeowner agreement, deed of trust and affordable housing covenant recorded against the property. Homeownership projects will also be subject to underwriting review.

TIMELINES

Projects must be in construction within 24 months after receiving an award of the Affordable Housing Fund dollars. Projects that do not meet this timeline will lose the award. No extensions of awards will be granted.

MONITORING

Projects will be subject to initial and ongoing monitoring to ensure that all Vancouver Affordable Housing Fund dollars are being used to assist eligible households. Monitoring may include on-site inspection, file review and tenant or program reporting.

Following project completion, Housing Production and Preservation projects will be monitored on an annual basis to ensure continued affordability and habitability. Property owners will report unit and tenant information in a format acceptable to the city.

PLAN AMENDMENTS

The Vancouver Affordable Housing Fund Administrative and Financing Plan will be monitored and updated as needed. All changes will be approved with consultation of Vancouver City Council.

REPORTING

Annual program reporting will be provided by city staff no later than March 31st of each year, covering activity for the previous calendar year, as well as cumulative performance of the AHF levy.

The annual report will include accomplishments for each type of assistance:

Housing Production and Preservation

- units completed and awarded
- total AHF funding
- total leveraged funding
- populations served by projects

Rental Assistance and Housing Services

- number of households provided housing assistance and success at stabilizing households
- income and demographics of assisted households

Temporary Shelter

- number of shelter beds supported with operating subsidy
- number of new or rehabilitated shelter beds
- number and demographics of people served by shelter assistance

Homeownership

- number and value of rehabilitation loans approved
- number and value of homebuyer loans approved
- income and demographics of assisted homeowners

Implementation costs

ALLOCATION PLAN AND PROGRAM GOALS

The City anticipates serving approximately 560 households annually. This number does not include additional units that may be created by leveraging Affordable Housing Fund investments with other funding sources.

The following table outlines the proposed allocation of funds among eligible uses and estimated number of units and households assisted. If the pool of applications in an annual award cycle does not support this funding breakdown, allocations may be shifted between uses as appropriate. City Council will review and approve all awards made through the Affordable Housing Fund.

Anticipated goals are based on historic costs per outcome.

2024 AHF Allocations and Goals

<i>Eligible Use</i>	Annual Allocation	Anticipated Annual Goal	Total Funding (%)	10-Year Outcomes
<i>Housing Production/Preservation</i>	\$6M	80 direct units (240 leveraged)	60%	2,400 units
<i>Rent Assistance & Housing Services</i>	\$2M	250 households	20%	2,500 households
<i>Temporary Shelter</i>	\$1M	55 beds	10%	550 beds
<i>Homeownership</i>	\$500,000	15 households	5%	150 households
<i>Implementation</i>	\$500,000	--	5%	--
TOTAL	\$10M	560		5,600



Item #10.

TO: Mayor and City Council

FROM: Mayor McEnemy-Ogle

DATE: 2/12/2024

SUBJECT Appointment City/County Telecommunications Commission

Present Situation

The City/County Telecommunications Commission (TCC) serves in an advisory capacity to the Vancouver City Council and the Clark County Council on matters related to telecommunications and cable television. The commission makes reports, monitors compliance with the city and county cable franchise agreements and establishes rules and regulations regarding cable television and associated telecommunications issues.

Mayor McEnemy-Ogle recently interviewed candidates for three full-term positions on the TCC and recommends the appointment of Robert Hinds, Bruce Maas, and Chad Nygard; with a term effective January 1, 2024 and expiring December 31, 2026.

If there are no objections, the Mayor would like to make this appointment at the Monday, February 12, 2024, Council meeting.

Action Requested

Appoint to the City/County Telecommunications Commission Robert Hinds, Bruce Maas, and Chad Nygard to full-term positions effective January 1, 2024, and expiring December 31, 2026.

Mayor McEnemy-Ogle

ATTACHMENTS:



Item #11.

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/12/2024

SUBJECT Approval of Claim Vouchers

Action Requested

Approve claim vouchers for February 12, 2024.

ATTACHMENTS:

- ▢ Claim Vouchers for February 12, 2024

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:

\$ 8,005,831.19 this 12th day of February 2024.

MAYOR

COUNCILMEMBER

AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
January 29, 2024 - February 04, 2023	Accounts Payable Checks (see attached)	\$ 7,863,205.87
January 29, 2024 - February 04, 2023	Hansen City Payments (see attached)	\$ 4,510.60
January 29, 2024 - February 04, 2023	Visa Refunds (see attached)	\$ 4,085.21
January 29, 2024 - February 04, 2023	Payroll Checks (see attached)	\$ 134,029.51
TOTAL		\$ 8,005,831.19

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo	
Ad Hoc Payment	Check	16401	1/31/2024	90.37	Anca Ilau or Victor Ilau	Utility Refunds: 0109005250-02	
Ad Hoc Payment	Check	16402	1/31/2024	440.00	Anne Mendoza Trustee under the Annie Mendoza Trust	Utility Refunds: 0011020000-06	
Ad Hoc Payment	Check	16403	1/31/2024	77.22	Ashlyn J Salzman or William S Henry	Utility Refunds: 0500003776-02	
Ad Hoc Payment	Check	16404	1/31/2024	352.31	Autum or Ian Molay	Utility Refunds: 0000007921-03	
Ad Hoc Payment	Check	16405	1/31/2024	155.59	Bennion,Kodi	Utility Refunds: 0000001922-04	
Ad Hoc Payment	Check	16406	1/31/2024	399.10	Brewington,James or Debby	Utility Refunds: 0000003598-01 Consolidated refund created from multiple refunds	
Ad Hoc Payment	Check	16407	1/31/2024	256.00	Cheryl or John S Lisoski	Utility Refunds: 0000003972-02 Consolidated refund created from multiple refunds	
Ad Hoc Payment	Check	16408	1/31/2024	190.18	Chong,Christopher A or Kirsten J	Utility Refunds: 0027001980-03 Consolidated refund created from multiple refunds	
Ad Hoc Payment	Check	16409	1/31/2024	148.00	Cleveland,Kenda	Utility Refunds: 0101001508-00	
Ad Hoc Payment	Check	16410	1/31/2024	274.00	Cygnus Holdings LLC	Utility Refunds: 0079091014-04 Consolidated refund created from multiple refunds	
Ad Hoc Payment	Check	16411	1/31/2024	50.48	Dahl,Richard or Valborg	Utility Refunds: 0025003700-10	
Ad Hoc Payment	Check	16412	1/31/2024	168.57	Elaine Sullivan or Robert Mandzi	Utility Refunds: 0045025755-04	
Ad Hoc Payment	Check	16413	1/31/2024	54.51	Gary Gertsen IRA 20002213, Pensco Trust Custodian	Utility Refunds: 0008013800-06	
Ad Hoc Payment	Check	16414	1/31/2024	52.66	Jeremy M Fischer or Desiree M Back	Utility Refunds: 0046065300-04	
Ad Hoc Payment	Check	16415	1/31/2024	122.26	Jodi or Christopher Muraski	Utility Refunds: 0101010156-01	
Ad Hoc Payment	Check	16416	1/31/2024	130.91	Kassy Deverell or Emmanuel Villasenor	Utility Refunds: 0089045400-17	
Ad Hoc Payment	Check	16417	1/31/2024	105.08	Kaszewicz,Anthony	Utility Refunds: 0006015931-06	
Ad Hoc Payment	Check	16418	1/31/2024	90.28	Kretschmer,Isa	Utility Refunds: 0081008100-14	
Ad Hoc Payment	Check	16419	1/31/2024	109.20	McCune,Glenda	Utility Refunds: 0033043700-05	
Ad Hoc Payment	Check	16420	1/31/2024	105.75	Misner,James or Stephanie	Utility Refunds: 0010012100-03	
Ad Hoc Payment	Check	16421	1/31/2024	185.00	Mitchell,Darci E	Utility Refunds: 0000003679-02 Consolidated refund created from multiple refunds	
Ad Hoc Payment	Check	16422	1/31/2024	70.00	Mitchell,Marion	Utility Refunds: 0036038200-03 Consolidated refund created from multiple refunds	
Ad Hoc Payment	Check	16423	1/31/2024	137.01	Mitchell,Marion or Michelle	Utility Refunds: 0036038200-03	
Ad Hoc Payment	Check	16424	1/31/2024	31.13	Nelson,Gregory	Utility Refunds: 0096002500-03	
Ad Hoc Payment	Check	16425	1/31/2024	125.25	Nylund Inc	Utility Refunds: 0086005000-07 Consolidated refund created from multiple refunds	
Ad Hoc Payment	Check	16426	1/31/2024	147.47	Ory,Cheryl M	Utility Refunds: 0500002994-03	
Ad Hoc Payment	Check	16427	1/31/2024	1,486.97	Padilla,Erika	Utility Refunds: 0067049600-08	
Ad Hoc Payment	Check	16428	1/31/2024	190.00	Pavel Medvedskiy	Utility Refunds: 0074000108-02 Consolidated refund created from multiple refunds	
Ad Hoc Payment	Check	16429	1/31/2024	115.18	Personal Property Management	Utility Refunds: 0002000111-02	
Ad Hoc Payment	Check	16430	1/31/2024	418.39	Representative of the Estate of Joseph Monek Sr,Joseph J Monek Jr Personal	Utility Refunds: 0038018400-01	
Ad Hoc Payment	Check	16431	1/31/2024	84.01	Richard Rutherford or Tatiana Xenelis	Utility Refunds: 0018072600-05	
Ad Hoc Payment	Check	16432	1/31/2024	59.82	Runyon,Joni	Utility Refunds: 0104300366-05	
Ad Hoc Payment	Check	16433	1/31/2024	22.09	Stoffel,Gerald	Utility Refunds: 0010012100-02	
Ad Hoc Payment	Check	16434	1/31/2024	119.91	Stoffel,Gerald or Micah	Utility Refunds: 0010012100-02	
Ad Hoc Payment	Check	16435	1/31/2024	158.00	Tasmaly,Vasilily or Mariya	Utility Refunds: 0147001012-01	
Ad Hoc Payment	Check	16436	1/31/2024	9,249.90	The Scott's Miracle-Gro Company	Utility Refunds: 0500001194-01	

*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	
Ad Hoc Payment	Check	16437	1/31/2024	460.59	Tognalda,Shelley	Utility Refunds: 0064066402-14	
Ad Hoc Payment	Check	16438	1/31/2024	2,559.76	Tognalda,Shelley	Utility Refunds: 0064066402-14	
Ad Hoc Payment	Check	16439	1/31/2024	110.22	Trustee of the Meyer Family Trust,Mark D or Darcy M Meyer	Utility Refunds: 0117052412-01	
Ad Hoc Payment	Check	16440	1/31/2024	110.49	Trust FBO Gary Gertsen IRA	Utility Refunds: 0008013800-06	
Ad Hoc Payment	Check	16441	1/31/2024	121.28	Va Marie or Joseph J Monek	Utility Refunds: 0038018400-01	
Ad Hoc Payment	Check	16442	1/31/2024	135.26	Wesley Irvin or Roxanna Irvin	Utility Refunds: 0127007600-06 Consolidated refund created from multiple refunds	
Ad Hoc Payment	Check	16443	1/31/2024	230.67	William and Alma Clark Properties LLC	Utility Refunds: 0008026395-16	
Ad Hoc Payment	Check	16444	1/31/2024	220.64	Yee Four LLC	Utility Refunds: 0045040800-02	
Miscellaneous Payment	Check	16445	1/31/2024	112.63	JAE INVESTMENTS, LTD.	Refund of overpayment to paid off loan #6000071	
Miscellaneous Payment	Check	16446	1/31/2024	565.00	JCANDCLEE CORP.	Refund for business license fee under the incorrect UBI	
Miscellaneous Payment	Check	16447	1/31/2024	240.00	Namaste Law PLLC	Refund overpayment of business license	
Miscellaneous Payment	Check	16448	1/31/2024	91.00	Performance Systems Integration	Refund of overpayment to INV#77058092	
Miscellaneous Payment	Check	16449	1/31/2024	20.00	Professional Credit Service	Customer #0001548 DEDIKO LLC Payment to Inv#00034700	
Miscellaneous Payment	Check	16450	1/31/2024	195.27	Sean Tice	Refund of parking permit no longer needed	
Miscellaneous Payment	Check	16451	1/31/2024	186.16	Sigma Consultant's	Refunding overpayment to INV#77058912	
Miscellaneous Payment	Check	16452	1/31/2024	25.00	TIFFANY HICKENLOOPER	Refund for class due to inclement weather	
Miscellaneous Payment	Check	16453	1/31/2024	2,391.56	Vancouver Bolt & Supply	Claim #GL20231019	
Supplier Payment	Check	16454	1/31/2024	2,218.76	Accurate Corporate Services Inc		
Supplier Payment	Check	16455	1/31/2024	14,343.75	Action Onsite Inc		
Supplier Payment	Check	16456	1/31/2024	29,430.20	Action Technology Systems		
Supplier Payment	Check	16457	1/31/2024	14,206.75	AKS Engineering & Forestry LLC		
Supplier Payment	Check	16458	1/31/2024	1,344.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta		
Supplier Payment	Check	16459	1/31/2024	204.00	American Sani-Can		
Supplier Payment	Check	16460	1/31/2024	290.04	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena		
Supplier Payment	Check	16461	1/31/2024	11,138.49	Arborscape Ltd Inc		
Supplier Payment	Check	16462	1/31/2024	8,653.61	Bloomberg Finance LP - Remit-To: Bloomberg - Boston		
Supplier Payment	Check	16463	1/31/2024	1,847.90	Blue Can Training Solutions LLC		
Supplier Payment	Check	16464	1/31/2024	20,262.50	CBRE, Inc.		
Supplier Payment	Check	16465	1/31/2024	37,563.58	CECO Inc		
Supplier Payment	Check	16466	1/31/2024	670.87	Cellco Partnership - Remit-To: Cellco - Dallas		
Supplier Payment	Check	16467	1/31/2024	240.00	Chappelles Towing LLC		
Supplier Payment	Check	16468	1/31/2024	325.21	Chicago Title Company of WA		
Supplier Payment	Check	16469	1/31/2024	3,067.64	Cintas		
Supplier Payment	Check	16470	1/31/2024	19,248.75	Clark County Fire District 5		
Supplier Payment	Check	16471	1/31/2024	14,348.40	Clark County Gun Club		
Supplier Payment	Check	16472	1/31/2024	8,221.22	Clark County Lawn and Tractor LLC		
Supplier Payment	Check	16473	1/31/2024	1,600.00	Clark County Title Company - Remit-To: Clark County - Reconveyance Fees		
Supplier Payment	Check	16474	1/31/2024	120.96	Clark Public Utility District No. 1		
Supplier Payment	Check	16475	1/31/2024	63,489.86	Clary Longview LLC		
Supplier Payment	Check	16476	1/31/2024	4,601.00	Clean Harbors Environmental Services Inc		
Supplier Payment	Check	16477	1/31/2024	6,800.00	Concord Adult Care Home, LLC		
Supplier Payment	Check	16478	1/31/2024	5,371.00	Consort North America Inc		
Supplier Payment	Check	16479	1/31/2024	15,024.49	Core and Main LP - Remit-To: Core and Main LP		
Supplier Payment	Check	16480	1/31/2024	134.00	County of Clackamas, Oregon		
Supplier Payment	Check	16481	1/31/2024	7,783.55	CUES Inc - Remit-To: CUES Inc - Cincinnati		
Supplier Payment	Check	16482	1/31/2024	2,016.46	Dyno Nobel Inc.		
Supplier Payment	Check	16483	1/31/2024	1,845.18	Echo Electric LLC		
Supplier Payment	Check	16484	1/31/2024	5,380.65	eLock Technologies LLC		
Supplier Payment	Check	16485	1/31/2024	9,000.00	Emphasys Computer Solutions Inc.		
Supplier Payment	Check	16486	1/31/2024	2,201.38	Epic Land Solutions, 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	Check	16487	1/31/2024	1,873.25	Erickson Structural Consulting Engineers		
Supplier Payment	Check	16488	1/31/2024	311.00	Esix Sportswear		
Supplier Payment	Check	16489	1/31/2024	326.10	Fidelity National Title Co of Washington		
Supplier Payment	Check	16490	1/31/2024	517.81	First-Citizens Bank & Trust Company		
Supplier Payment	Check	16491	1/31/2024	390.19	GB Manchester Inc		
Supplier Payment	Check	16492	1/31/2024	8,815.57	GC Systems		
Supplier Payment	Check	16493	1/31/2024	115.20	Global Transportation Engineering Corporation		
Supplier Payment	Check	16494	1/31/2024	199,100.52	Grade Werks Excavating LLC		
Supplier Payment	Check	16495	1/31/2024	6,283.24	Gray & Osborne Inc		
Supplier Payment	Check	16496	1/31/2024	17,815.50	GreenWorks, P.C.		
Supplier Payment	Check	16497	1/31/2024	2,214.29	GVP Ventures Inc		
Supplier Payment	Check	16498	1/31/2024	53,837.50	Harper Houf Peterson Righellis Inc		
Supplier Payment	Check	16499	1/31/2024	44,684.97	HDJ Design Group - Remit-To: HDJ - Portland		
Supplier Payment	Check	16500	1/31/2024	23,293.15	Herrera Environmental Consultants Inc		
Supplier Payment	Check	16501	1/31/2024	1,416.85	Industrial Scientific Corporation - Remit-To: Industrial Scientific Corp - Pittsburgh		
Supplier Payment	Check	16502	1/31/2024	325.40	J-2 Blueprint Supply Co.		
Supplier Payment	Check	16503	1/31/2024	49.00	Judy Adams		
Supplier Payment	Check	16504	1/31/2024	171,456.97	Kar-Gor Inc		
Supplier Payment	Check	16505	1/31/2024	31,739.48	KBT Distributing LLC		
Supplier Payment	Check	16506	1/31/2024	6,452.25	Kearns & West Inc		
Supplier Payment	Check	16507	1/31/2024	616.80	Keller Associates Inc		
Supplier Payment	Check	16508	1/31/2024	3,125.00	Kenneth Wallace		
Supplier Payment	Check	16509	1/31/2024	42,238.18	Key Code Media, Inc		
Supplier Payment	Check	16510	1/31/2024	4,320.00	Kramer Gehlen & Associates		
Supplier Payment	Check	16511	1/31/2024	342.41	Kurita America Inc - Remit-To: US Water - Minneapolis		
Supplier Payment	Check	16512	1/31/2024	30,823.17	L.N. Curtis & Sons - Remit-To: Supplier L.N. Curtis & Sons		
Supplier Payment	Check	16513	1/31/2024	2,001.71	Leatham Family LLC		
Supplier Payment	Check	16514	1/31/2024	371.50	Lie International Companies		
Supplier Payment	Check	16515	1/31/2024	39,644.51	Mather and Sons Pump Service Inc		
Supplier Payment	Check	16516	1/31/2024	12,268.55	MSDS Online Inc		
Supplier Payment	Check	16517	1/31/2024	31,678.27	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago		
Supplier Payment	Check	16518	1/31/2024	5,488.18	National Park Service - Remit-To: Supplier National Park Service		
Supplier Payment	Check	16519	1/31/2024	10,888.27	Nelson Nygaard Consulting Associates Inc - Remit-To: Nelson Nygaard Consulting Associates Inc		
Supplier Payment	Check	16520	1/31/2024	6,498.80	Newco Inc.		
Supplier Payment	Check	16521	1/31/2024	223.67	Northwest Natural Gas Company - Remit-To: NW Natural - Portland		
Supplier Payment	Check	16522	1/31/2024	27,559.51	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources		
Supplier Payment	Check	16523	1/31/2024	42,315.60	Parametrix, Inc		
Supplier Payment	Check	16524	1/31/2024	49.00	Parkeon		
Supplier Payment	Check	16525	1/31/2024	15,000.00	Pondurance LLC		
Supplier Payment	Check	16526	1/31/2024	1,050.20	Porter W Yett Company		
Supplier Payment	Check	16527	1/31/2024	5,287.00	Portland Adventist Medical Center		
Supplier Payment	Check	16528	1/31/2024	11,443.98	Public Safety Testing Inc		
Supplier Payment	Check	16529	1/31/2024	350.83	Putt Putt to Go LLC		
Supplier Payment	Check	16530	1/31/2024	17,262.15	Qwest Corporation - Remit-To: Qwest Corp- Seattle		
Supplier Payment	Check	16531	1/31/2024	1,048.03	Raimi & Associates, Inc.		
Supplier Payment	Check	16532	1/31/2024	319.00	Rapid Response Bio Clean Inc.		
Supplier Payment	Check	16533	1/31/2024	5,500.00	Right-Way CDL Academy, LLC		
Supplier Payment	Check	16534	1/31/2024	859.82	River City Environmental		
Supplier Payment	Check	16535	1/31/2024	115,015.03	San Diego Police Equipment Co Inc		
Supplier Payment	Check	16536	1/31/2024	1,028,434.04	Software House International SHI - Remit-To: SHI - Dallas		
Supplier Payment	Check	16537	1/31/2024	66,408.00	Southwest Washington Regional Transportation Council		
Supplier Payment	Check	16538	1/31/2024	9,300.00	Stacy Cecchet PHD		
Supplier Payment	Check	16539	1/31/2024	1,808.30	Stantec Consulting Services Inc - Remit-To: Stantec - Chicago		

*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	Check	16540	1/31/2024	143,464.43	State of Washington Department of Labor and Industries - Remit-To: Self- Insurance Section		
Supplier Payment	Check	16541	1/31/2024	236.08	Stericycle Inc - Remit-To: Shred-It		
Supplier Payment	Check	16542	1/31/2024	6.71	Stericycle Inc - Remit-To: Shred-It		
Supplier Payment	Check	16543	1/31/2024	9,333.00	Tapani Electric, LLC		
Supplier Payment	Check	16544	1/31/2024	46,661.76	TCF Architecture, PLLC		
Supplier Payment	Check	16545	1/31/2024	10,124.82	The Loudenback Corporation		
Supplier Payment	Check	16546	1/31/2024	33,119.89	The Salvation Army		
Supplier Payment	Check	16547	1/31/2024	434.81	Towing & Recovering Services Inc		
Supplier Payment	Check	16548	1/31/2024	1,681.05	Trilogy MedWaste West, LLC		
Supplier Payment	Check	16549	1/31/2024	428.62	United Parcel Service		
Supplier Payment	Check	16550	1/31/2024	10,000.00	United States Postal Service - Remit-To: USPS - First Data/Remitco - 52940558		
Supplier Payment	Check	16551	1/31/2024	175,879.86	Vancouver National Historic Reserve Trust		
Supplier Payment	Check	16552	1/31/2024	31,875.00	Vancouver Watersheds Council		
Supplier Payment	Check	16553	1/31/2024	6,532.29	Vector Solutions		
Supplier Payment	Check	16554	1/31/2024	9,900.00	Wahl and Associates LLC		
Supplier Payment	Check	16555	1/31/2024	44,067.76	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver		
Supplier Payment	Check	16556	1/31/2024	2,015.00	Water Systems Consulting Inc		
Supplier Payment	Check	16557	1/31/2024	4,321.00	Willis Towers Watson Insurance Services West Inc		
Supplier Payment	Check	16558	1/31/2024	79,388.24	WSP USA Inc. - Remit-To: WSP USA Inc. Dallas		
Supplier Payment	Check	16559	1/31/2024	128.70	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland		
			Check	3,056,899.10			
Expense Payment	Direct Deposit	EFT-00231620	2/1/2024	52.05	Heather Siegel	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00231621	2/1/2024	243.88	James Stockton	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00231622	2/1/2024	51.15	Valerie McAlister	Employee Reimbursement	
Cash Advance Payment	Direct Deposit	EFT-00231623	2/1/2024	141.50	Tobiah Scott	Travel Advance	
Cash Advance Payment	Direct Deposit	EFT-00231624	2/1/2024	141.50	Leo Jochim	Travel Advance	
Expense Payment	Direct Deposit	EFT-00231625	2/1/2024	79.87	Brian Viles	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00231626	2/1/2024	18.63	Philip Lavine	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00231627	2/1/2024	56.25	Carlos Cedeno-Contreras	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00231628	2/1/2024	152.94	Pennie McCarty	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00231629	2/1/2024	224.79	Ryan Lopossa	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00231630	2/1/2024	104.00	Rian Stein	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00231631	2/1/2024	75.00	Brian Flory	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00231632	2/1/2024	29.98	Katherine Stanton	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00231633	2/1/2024	136.00	Cyle Buckland	Employee Reimbursement	
Expense Payment	Direct Deposit	EFT-00231634	2/1/2024	901.20	Anne McEnery-Ogle	Employee Reimbursement	
			Direct Deposit	2,408.74			
Supplier Payment	EFT	EFT-00231635	2/1/2024	5,520.87	Waxie's Enterprises Inc		
Supplier Payment	EFT	EFT-00231636	2/1/2024	9,672.00	EGM, Inc.		
Supplier Payment	EFT	EFT-00231637	2/1/2024	82,327.55	United Site Services of Nevada, Inc.		
Supplier Payment	EFT	EFT-00231638	2/1/2024	80,043.02	Rotschy Inc		
Supplier Payment	EFT	EFT-00231639	2/1/2024	30,204.14	Share Inc		
Supplier Payment	EFT	EFT-00231640	2/1/2024	4,118.00	Andrews Terry Jeffers LLP		
Supplier Payment	EFT	EFT-00231641	2/1/2024	1,440.31	Autism Empowerment		
Supplier Payment	EFT	EFT-00231642	2/1/2024	5,593.50	Universal Field Services Inc		
Supplier Payment	EFT	EFT-00231643	2/1/2024	119,447.40	Outsiderinn.org		
Supplier Payment	EFT	EFT-00231644	2/1/2024	591.58	Workforce Southwest Washington		
Supplier Payment	EFT	EFT-00231645	2/1/2024	9,216.75	Bound Tree Medical LLC		
Supplier Payment	EFT	EFT-00231646	2/1/2024	42,476.48	Routeware, Inc.		
Supplier Payment	EFT	EFT-00231647	2/1/2024	1,688.76	Environmental Science Associates		
Supplier Payment	EFT	EFT-00231648	2/1/2024	140.00	Brad Piesch Aggressive Enterprises, Inc		
Supplier Payment	EFT	EFT-00231649	2/1/2024	5,111.40	Entre Prises USA Inc		
Supplier Payment	EFT	EFT-00231650	2/1/2024	1,892.47	Fire Systems West		
Supplier Payment	EFT	EFT-00231651	2/1/2024	37,416.30	Vancouver Housing Authority		
Supplier Payment	EFT	EFT-00231652	2/1/2024	1,680.00	Coffman Engineers Inc		
Supplier Payment	EFT	EFT-00231653	2/1/2024	44,994.54	State of Washington Auditor's Office		
Supplier Payment	EFT	EFT-00231654	2/1/2024	22,031.15	Mercy Corps Northwest		

*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-00231655	2/1/2024	2,776.73	Loma Media Partners		
Supplier Payment	EFT	EFT-00231656	2/1/2024	2,902.27	Commonstreet Consulting, LLC		
Supplier Payment	EFT	EFT-00231657	2/1/2024	1,508.10	Live Love Outreach		
Supplier Payment	EFT	EFT-00231658	2/1/2024	22,561.52	YWCA Clark County		
Supplier Payment	EFT	EFT-00231659	2/1/2024	419.63	Consolidated Supply Co		
Supplier Payment	EFT	EFT-00231660	2/1/2024	13,706.62	Vancouvercenter Condominium Association		
Supplier Payment	EFT	EFT-00231661	2/1/2024	8,348.16	PreCise MRM LLC		
Supplier Payment	EFT	EFT-00231662	2/1/2024	23,866.11	HDR Engineering Inc - Remit-To: HDR Engineering - Chicago		
Supplier Payment	EFT	EFT-00231663	2/1/2024	499.15	Western Water Works Supply Co Inc		
Supplier Payment	EFT	EFT-00231664	2/1/2024	5,054.55	George Elevator Service LLC		
Supplier Payment	EFT	EFT-00231665	2/1/2024	50,363.23	Clark County Volunteer Lawyers Program		
Supplier Payment	EFT	EFT-00231666	2/1/2024	265.83	Precor Commercial Fitness		
Supplier Payment	EFT	EFT-00231667	2/1/2024	11,387.35	Metro Overhead Door Inc		
Supplier Payment	EFT	EFT-00231668	2/1/2024	8,189.46	SDB Inc		
Supplier Payment	EFT	EFT-00231669	2/1/2024	221,445.56	Western United Civil Group, LLC - Remit-To: Western United Civil Group, LLC		
Supplier Payment	EFT	EFT-00231670	2/1/2024	21,715.35	Micro Enterprise Services of Oregon		
Supplier Payment	EFT	EFT-00231671	2/1/2024	3,100.00	Historic Music Preservation Project		
Supplier Payment	EFT	EFT-00231672	2/1/2024	117,766.28	ConvergeOne Inc		
Supplier Payment	EFT	EFT-00231673	2/1/2024	18,377.85	Tierra Right of Way Services LTD		
Supplier Payment	EFT	EFT-00231674	2/1/2024	382,956.95	Halme Excavating Inc		
Supplier Payment	EFT	EFT-00231675	2/1/2024	5,433.71	Pitney Bowes Inc		
Supplier Payment	EFT	EFT-00231676	2/1/2024	4,602.59	Otak Inc		
Supplier Payment	EFT	EFT-00231677	2/1/2024	512,558.52	Operations Management International Inc		
Supplier Payment	EFT	EFT-00231678	2/1/2024	7,826.40	Workday Inc		
Supplier Payment	EFT	EFT-00231679	2/1/2024	487,959.82	Tapani Inc		
Supplier Payment	EFT	EFT-00231680	2/1/2024	9,434.75	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco		
Supplier Payment	EFT	EFT-00231681	2/1/2024	917.45	Praxair Distribution Inc		
Supplier Payment	EFT	EFT-00231682	2/1/2024	11,036.69	Second Step Housing		
Supplier Payment	EFT	EFT-00231683	2/1/2024	189.00	Purple Communications Inc		
Supplier Payment	EFT	EFT-00231684	2/1/2024	5,100.40	Stellar J Corporation		
Supplier Payment	EFT	EFT-00231685	2/1/2024	18,444.13	PBS Engineering and Environmental Inc		
Supplier Payment	EFT	EFT-00231686	2/1/2024	1,325.29	NW Furniture Bank		
Supplier Payment	EFT	EFT-00231687	2/1/2024	2,252.40	T2 Systems Inc - Remit-To: T2- Atlanta		
			EFT	2,489,898.07			
Supplier Payment	Manual Wire		1/26/2024	251,630.06	State of Washington Department of Revenue		
Supplier Payment	Manual Wire		1/26/2024	51,395.89	State of Washington Department of Revenue		
Supplier Payment	Manual Wire		1/26/2024	45,443.56	State of Oregon Department of Revenue		
Supplier Payment	Manual Wire		1/29/2024	103,062.61	Blue Cross Blue Shield of Oregon		
Supplier Payment	Manual Wire		1/29/2024	13,313.25	Washington Dental Service		
Supplier Payment	Manual Wire		1/29/2024	12,548.44	Bank Of America N.A. - Remit-To: Charlotte NC		
Supplier Payment	Manual Wire		1/31/2024	934,922.43	State of Washington Department of Retirement Systems (DRS)		
Supplier Payment	Manual Wire		1/31/2024	99,169.33	State of Washington Department of Employment Security - Remit-To: State of Washington Department of Employment Security / Seattle		
Supplier Payment	Manual Wire		2/1/2024	13,409.92	VSP Vision Care Inc		
Supplier Payment	Manual Wire		2/1/2024	405,440.44	Kaiser Permanente - Remit-To: Kaiser Permanente		
Supplier Payment	Manual Wire		2/1/2024	244,916.90	State of Washington Department of Employment Security - Remit-To: State of Washington Department of Employment Security / Seattle		
Supplier Payment	Manual Wire		2/1/2024	3,444.22	Internal Revenue Service		
Supplier Payment	Manual Wire		2/1/2024	10,598.07	Athlactron Holding		
Supplier Payment	Manual Wire		2/2/2024	53,300.68	Clark County - Remit-To: Clark County - Treasurer Vancouver		
Supplier Payment	Manual Wire		2/2/2024	71,404.16	Liberty Mutual Group Inc.		
			Manual Wire	2,313,999.96			
			Checks	3,056,899.10			
			Direct Deposit	2,408.74			
			EFT	2,489,898.07			

*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	
			2/5/2024	4,510.60	City Payments	Posted 01-29-24 to 02-04-24	
			Hansen Total	4,510.60			
			2/5/2024	1,294.04	Miscellaneous	Parks Class Refunds FCC 01-22-24 to 01-28-24	
			2/5/2024	2,791.17	Miscellaneous	Parks Class Refunds MCC 01-22-24 to 01-28-24	
			VISA Total	4,085.21			
			Payroll Total	134,029.51			
			GRAND TOTAL	8,005,831.19			

City of Vancouver
Payroll Council Report
January 29, 2024 - February 04, 2024

Check No.	Date	Explanation	Amount
1877 - 1928	01/29/24	1 2024 Pension Payroll	\$ 60,288.83
231576 - 231619	01/29/24	1 2024 Pension Payroll	\$ 73,740.68
N/A	01/25/24	1/25/2024 NACHA Return	\$ (269.47)
1929	01/31/24	Replacement for NACHA Return	\$ 269.47

\$ 134,029.51