

MEMORANDUM

DATE: September 16, 2019

TO: Eric Holmes, City Manager

FROM: Chad Eiken and John Collum, Community and Economic Development

RE: **City-CCRA Memorandum of Understanding – Waterfront Gateway**

CC: Teresa Brum, Community and Economic Development

Introduction & Background

The City owns or indirectly controls one of the largest remaining undeveloped and contiguous properties in Downtown Vancouver, located south of 6th Street and west of Columbia Street surrounding City Hall and the Convention Center/Hilton Hotel (see map in attached presentation and attached list of properties). The area is comprised of 17 individual parcels that collectively measure approximately 6.4 acres. The properties are currently used for City Hall parking, overflow parking for the Convention Center/Hilton Hotel, offices (within the Webber Building), or are vacant. The area is referred to as “Waterfront Gateway,” partly in recognition of its strategic location in connecting Downtown’s historic core to the north with the waterfront to the south.

During its annual retreat in March 2019, City Council expressed the desire to engage the City Center Redevelopment Authority (CCRA) in a leading role to develop the site. The CCRA Board of Directors is a group of individuals that have exceptional expertise in urban land development, real estate transactions, and financing, and in the past has advised the City on many important downtown projects such as the Waterfront Vancouver and Terminal 1 master plans, and through its predecessor the Downtown Redevelopment Authority, the Heritage Plaza development and the Vancouver Convention Center/Hotel Project.

If the CCRA takes on a leading role in Waterfront Gateway’s development, the City and CCRA would benefit by establishing a more formal relationship through entering into a Memorandum of Understanding (MOU). An MOU would establish an understanding of the roles and responsibilities of each party and the process by which the CCRA would lead the Waterfront Gateway development process with support from the City.

Memorandum of Understanding Contents

A Waterfront Gateway MOU is anticipated to include the following:

Project Intent Statement:

The MOU would include a statement that the parties (the City and CCRA) have a mutual interest in developing the site under a common vision. As it has been discussing what is possible and desired at Waterfront Gateway, the CCRA Board of Directors has developed the following that could serve as a project intent statement for the MOU:

“An interest in planning and developing the Waterfront Gateway properties to create a branded destination district that connects other key downtown activity areas including the waterfront, Fort Vancouver and downtown core. The project is envisioned as one that is active, urban, inviting and mixed-use with cross-site pedestrian connectivity, and that may include any combination of residential, retail, office, visitor, cultural, signature attraction, and structured parking uses. All activities, transactions, development and uses related to the project shall achieve a result that capitalizes on the strategic location of the site; provides a degree of public benefits deemed necessary for the location and character of the site; and produces a branded environment that attracts the Vancouver community and other visitors that will enjoy and visit it often.”

Relationship between Parties:

The City would agree to designate the CCRA as the lead body to manage the properties' planning and development. To accomplish this, the City would support the CCRA through the allocation of staff resources and consultant funding. As designated staff manages the daily activities of the project, the CCRA Board of Directors would provide on-going direction and advice through its monthly board and committee meetings and internal communications. The CCRA would serve as the City's lead negotiator and review and recommend plans, agreements and related items that would be presented to City Council for final approval.

Responsibilities of the Parties:

The MOU would identify certain activities needed for the properties' planning and development and designate which party would be responsible for them.

Jointly, the parties would work cooperatively to:

1. Commit to a development strategy that results in a master plan for the site that meets the agreed-upon project intent statement in the MOU.
2. Develop a funding plan for the design, construction, operation and maintenance of potential public benefits and facilities included in the project, including utilization of disposition and/or lease revenues for funding the project's public benefits and facilities.
3. Recognize cost-effectiveness as a core shared principle and continuously evaluate all aspects of the project as they evolve against this.
4. Communicate frequently during developer negotiations, especially on items that obligate the City financially including terms and conditions for the City's selling and/or leasing of properties and utilization of disposition and/or lease revenues.
5. Craft a partnership that inspires investment from other philanthropic, government and private partners.

The CCRA would:

1. **Project Oversight and Budget:** Provide oversight of staff and consultant work on the project; manage funding provided by the City in its 2019-2020 biennial budget designated for professional services for planning and development of the site; remain within the budget limits provided; and if additional funding is necessary to administer the project, submit adequate justification to the City for consideration and approval.
2. **Visioning:** Hold a series of visioning workshops open to the public to establish a conceptual development vision for the site including potential public benefits and mix of public and private uses. The vision would be utilized in requests for developer interest to describe what is envisioned for the site. Potential public benefits under consideration include future expansions of the Vancouver Convention Center and City Hall, a centralized parking facility, and a visitor/cultural attraction(s).
3. **Consultant Studies:** Review consultant studies for parking needs, Convention Center expansion, and other items related to the site and advise/recommend how they may be incorporated into development and future management of the site.
4. **Developer Selection:** Issue a request for qualifications (RFQ) to identify a master developer for the site, or alternatively or in addition to, issue RFQs or Requests for Proposals (RFPs) for particular parcels; conduct a developer selection process(es) and select developer(s); enter into appropriate agreement(s) with selected developer(s) for planning and negotiations.
5. **Master Plan and Agreements:** Collaborate with developer(s) on designing a master plan for the properties; lead negotiations with developer(s) for the disposition and/or ground lease of parcels identified for private development based upon achieving the best return for the City in consideration of the development proposed in the master plan; coordinate the construction of any publicly-owned facilities as necessary with private construction.
6. **Project Recommendation:** Submit a recommended Master Development Package to City Council for approval. The package would consist of a master plan for development of the properties, proposed disposition and/or lease agreements, proposed development agreements, funding plan for public benefits and facilities, a development schedule, and any other items needed to approve and implement development of the properties.

The City would:

1. **Project Staffing:** Provide city staff as necessary to assist with the project's planning, legal, financial, and administrative tasks.
2. **Project Budget:** Provide funding allocated for professional services for planning and development of the site, as well as outside legal counsel to represent the CCRA; fund one dedicated FTE position assigned to the CCRA for the project.
3. **Parking:** Determine near-term (within next 2-4 years) parking needs for City Hall that would need to be accommodated within a centralized parking garage on the site.
4. **Facility Expansions:** Identify any long-term space and parking needs for City Hall that would need to be accommodated on the site; review the feasibility of expanding the Convention Center and how a potential expansion would need to be accommodated on the site.
5. **Project Approvals:** Review the Master Development Package and determine whether its various components are sufficient and appropriate for approval.
6. **Negotiations:** Authorize the CCRA to serve on the City's behalf as the lead negotiator and undertake the responsibilities identified for the CCRA in the MOU.

Target Dates:

Some key target dates that would be included in the MOU are:

1. Complete Visioning Workshops and Parking Analysis by early Q4 2019
2. Issue Master Developer RFQ during Q4 2019
3. Complete Convention Center Expansion Feasibility Analysis by Q1 2020
4. Select Master Developer during Q1 and Q2 2020
5. Initiate Work on Master Development Package during Q2 2020
6. Complete Master Development Package and Submit to City for approval no later than Q2 2021.

Future Agreement:

The Parties would mutually agree that a future agreement related to certain provisions not covered in this MOU is necessary so that adequate resources and authorities are provided for CCRA to complete the project and potentially oversee the redevelopment of other City properties. Some of the provisions include:

1. Future redevelopment oversight and management of other city-owned properties that the parties consider important to implement the Vancouver City Center Vision (VCCV) Plan.
2. Evaluation of CCRA's needs for staffing and other support including consideration of a fully independent CCRA staff.
3. Evaluation of alternatives to City funding for CCRA staffing and other support such as using proceeds from property sales or leasing and revenue derived from project elements such as parking or from other properties assigned to CCRA.
4. Consideration of CCRA requests to convey city properties to the CCRA if and when it concludes that it would either strengthen its credibility in negotiations with prospective developers or facilitate development of the Waterway Gateway properties or other properties assigned to CCRA.

Considerations

Over the past several months, staff has been working with the CCRA Board of Directors on how to structure the Waterfront Gateway project as well as the proposed contents of an MOU. A draft set of proposed MOU contents based upon the board's feedback was presented to the CCRA at its July 2019 meeting. Based upon the board's discussion, a revised set of contents was drafted with the intent of presenting this item to City Council in September 2019.

Leading the planning and development process for the Waterfront Gateway properties on behalf of the City is an appropriate role for the CCRA, both in respect to its on-going authorization as a public development authority established by the City to assist in downtown redevelopment, and the depth of expertise and experience of its board of directors in real estate and development. The complexity of developing in an urban environment necessitates the engagement of an experienced body like the CCRA to provide direction and advice to the project management team and City Council.

The MOU is intended to set forth the process and framework for the City and CCRA to move forward jointly with the Waterfront Gateway project, while also taking on individual responsibilities. If approved

by both parties, the proposed MOU would ensure that the CCRA facilitates the properties' development with agreed-upon standards and procedures, along with assurances that the City is providing adequate resources for project management. The proposed MOU would formalize a relationship amongst the parties to work together efficiently, effectively and in close communication with agreed-upon intentions, standards and decision-making processes. A proposed future agreement would allow the parties to continue working cooperatively to ensure that adequate resources are provided for CCRA to complete the project, while potentially expanding CCRA's redevelopment oversight more directly to other city-owned properties in the downtown area.

A draft MOU with the contents described in this memorandum is scheduled to be considered by the CCRA Board of Directors for recommendation of approval at its September 19, 2019 meeting. City Council will then consider the proposed MOU contents and any changes recommended by the CCRA board as part of a workshop on September 23, 2019. A resolution approving a final MOU containing any changes discussed at the workshop is anticipated to be presented to City Council for consideration in October 2019.

Presentation

A Council presentation is attached. Beyond the information provided in this memorandum, the presentation includes a map of the Waterfront Gateway properties, background on the CCRA's creation and authorized duties, and an update on staff's preliminary work on the project.

Attachment(s): Presentation, including map of Waterfront Gateway properties
 List of Waterfront Gateway Properties

LIST OF WATERFRONT GATEWAY PROPERTIES

Item #	Assessor's Parcel Number (APN)	Current Use & Details		Map Location	Size SF
1	49300000	City Hall parking (existing)		Block X	16,988
2	49305000	City Hall parking (existing)		Block X	12,698
3	49315000	City Hall parking (existing)		Block X	1,408
4	49290000	City Hall parking (existing)		Block X	14,158
5	49240000	City Hall parking (existing)		Block X	5,076
6	49230000	City Hall parking (existing)		Block X	4,116
7	49250000	City Hall parking (existing)		Block X	48,362
8	49360000	City Hall parking (expansion area)		Block X	33,566
9	49861000	City Hall parking (expansion area)		Block X	6,317
10	48852000	Vacant		Block Y	10,454
11	48860000	City Hall driveway and parking; vacant		Block Y	42,639
12	48890000	City Hall driveway and parking; vacant		Block Y	7,000
13	48900000	City Hall driveway; vacant		Block Y	6,850
14	48740000	Webber Building parking; under lease to office tenant through December 31, 2022		Block Z	14,190
15	48750000	Webber Building; under lease to office tenant through December 31, 2022		Block Z	10,150
16	48760000	Former 4 th Street public parking (south side) and Webber Building parking (north side); Parking Lot 24 (under license agreement to Downtown Redevelopment Authority/Hilton until September 2021)		Block Z	20,038
17	48790000*	Former 4 th Street public parking (south side) and Webber Building parking (north side); Parking Lot 24 (under license agreement to Downtown Redevelopment Authority/Hilton until September 2021)		Block Z	22,216
		Total Acres	6.34	Total SF	276,226

*Owner of record is Vancouver Public Facilities District, but parcel is subject to a lease with the City of Vancouver.

City-CCRA Memorandum of Understanding Waterfront Gateway Properties

VANCOUVER
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September 23, 2019

Vancouver City Council Workshop

Chad Eiken, Executive Director, CCRA

Teresa Brum, Economic Development Division Manager

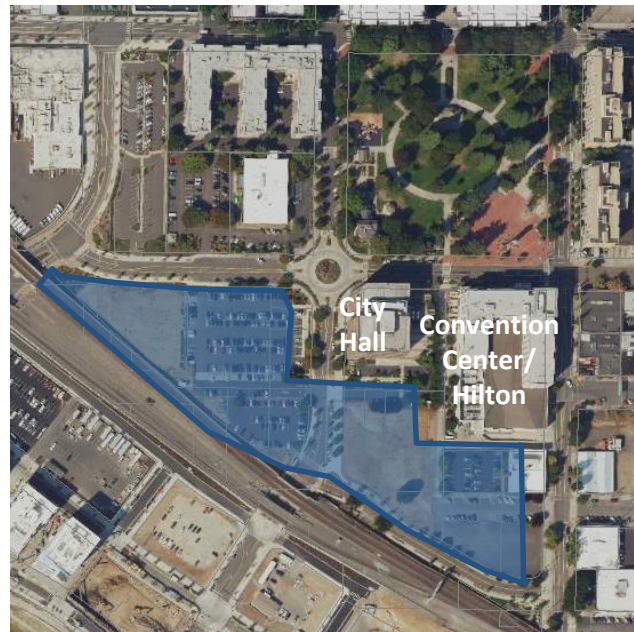
John Collum, Economic Development Principal Planner

Presentation Overview

- Waterfront Gateway Properties Background and Overview
- City Center Redevelopment Authority (CCRA) Background
- Potential Memorandum of Understanding (MOU) Contents
- Preliminary Work on Waterfront Gateway Project
- Next Steps
- Council Questions and Discussion

Waterfront Gateway Properties Background

- 6.4 acres of undeveloped city-owned property south, west and east of City Hall
- Seen as key opportunity to link Downtown Core with Waterfront development
- Need to ensure future public uses (potential expansions for convention center and City Hall, parking)
- Connections, active mix of uses also seen as important



Waterfront Gateway Properties Background



CITY OF VANCOUVER

Downtown Asset Strategy Update

PREPARED FOR



PREPARED BY



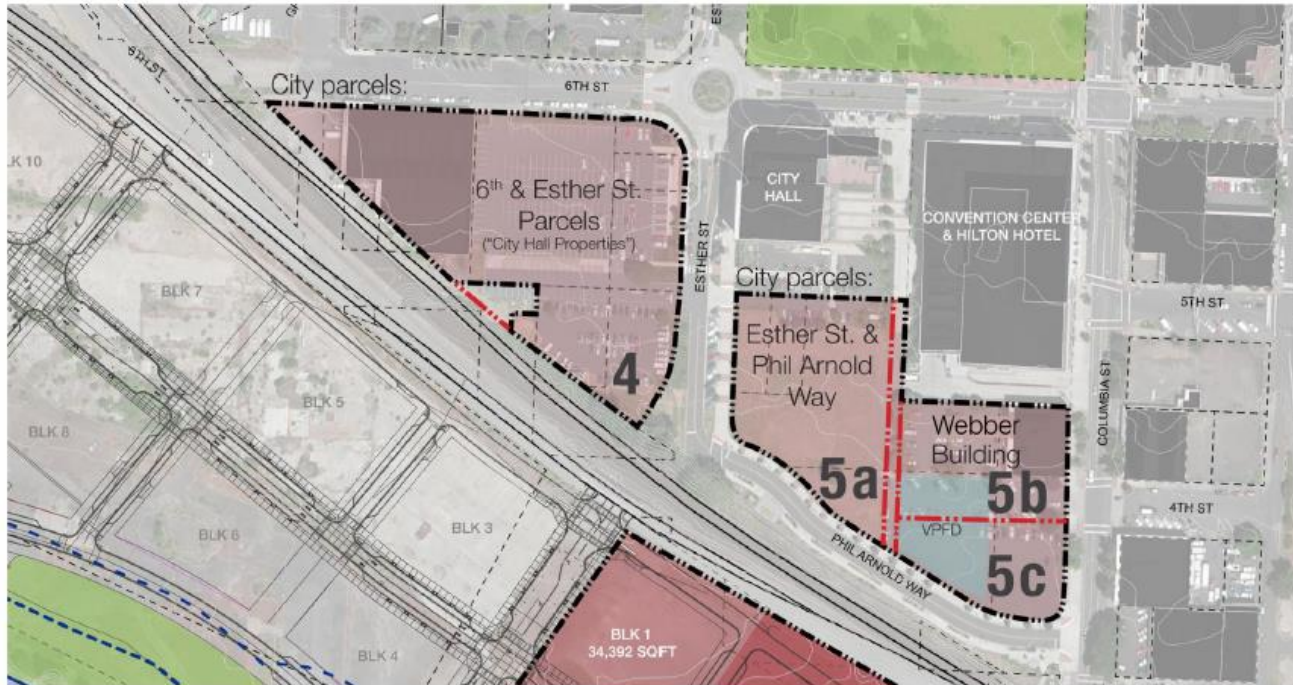
FEBRUARY 2016

Waterfront Gateway Properties Background



Waterfront Gateway Properties Background

2016 Focus and Update



Zoning: CX (City Center).

Waterfront Gateway Properties Background

Waterfront (2016)

Development on the waterfront is closely linked to the City's property.

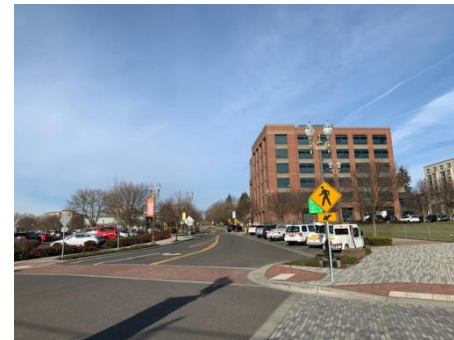


Waterfront Gateway Properties Background

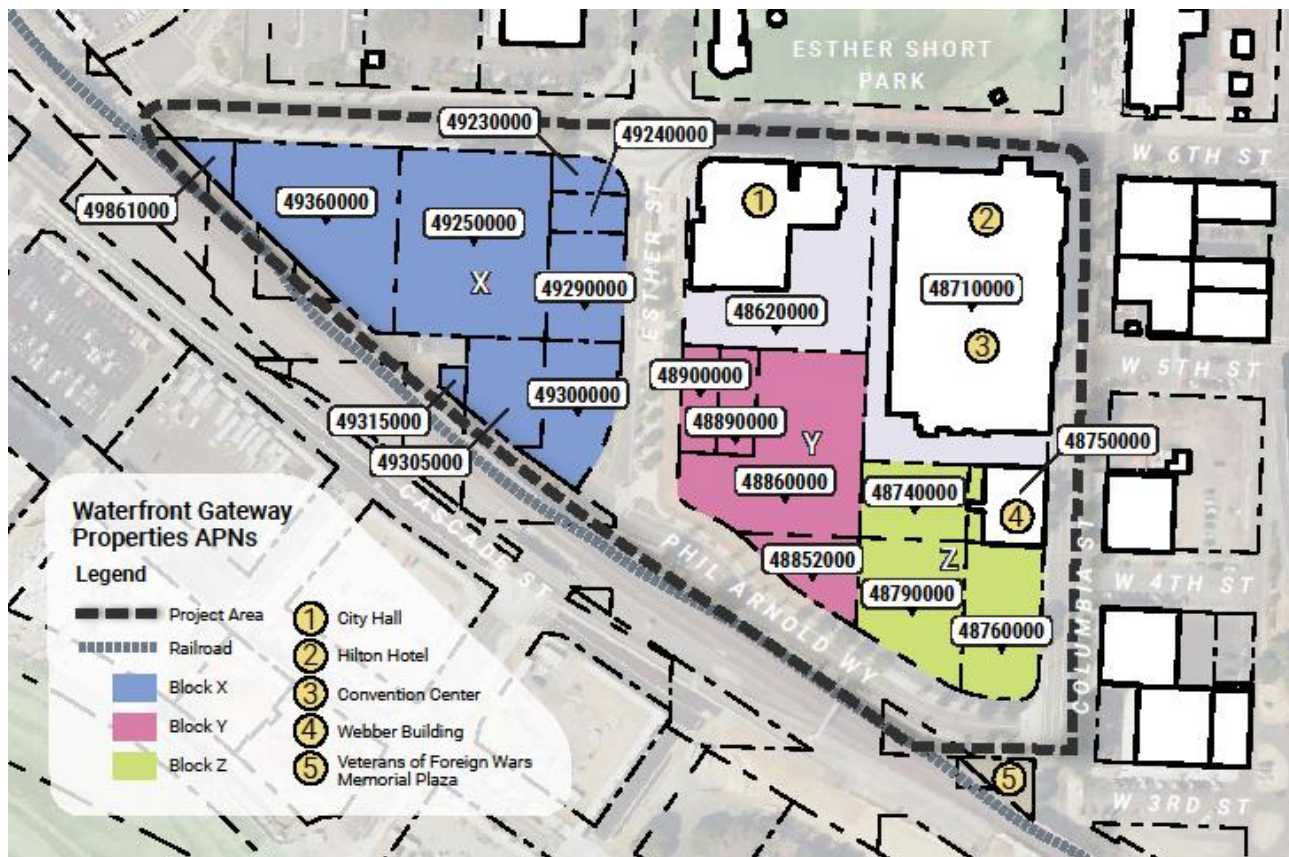
Disposition & Development: 2016 Approaches

Patient	Proactive
• Encourage Waterfront and other projects: avoid competition from City properties. • Little immediate fiscal pressure to sell land. • Take advantage of increasing land values downtown. • Use time to plan and conduct other due diligence.	• Strengthen connections between Esther Short and Waterfront areas. • Build regional buzz around downtown Vancouver revitalization, continue to realize VCCV. • Seek to catalyze other development, or realize development types that will not pencil for private-sector only projects.

Waterfront Gateway Properties Overview



Waterfront Gateway Properties Overview



Waterfront Gateway Properties

Legend

Project Area

Railroad

Waterfront Development
and Master Plan Areas

Block X

Block Y

Block Z

Parks and Open Space

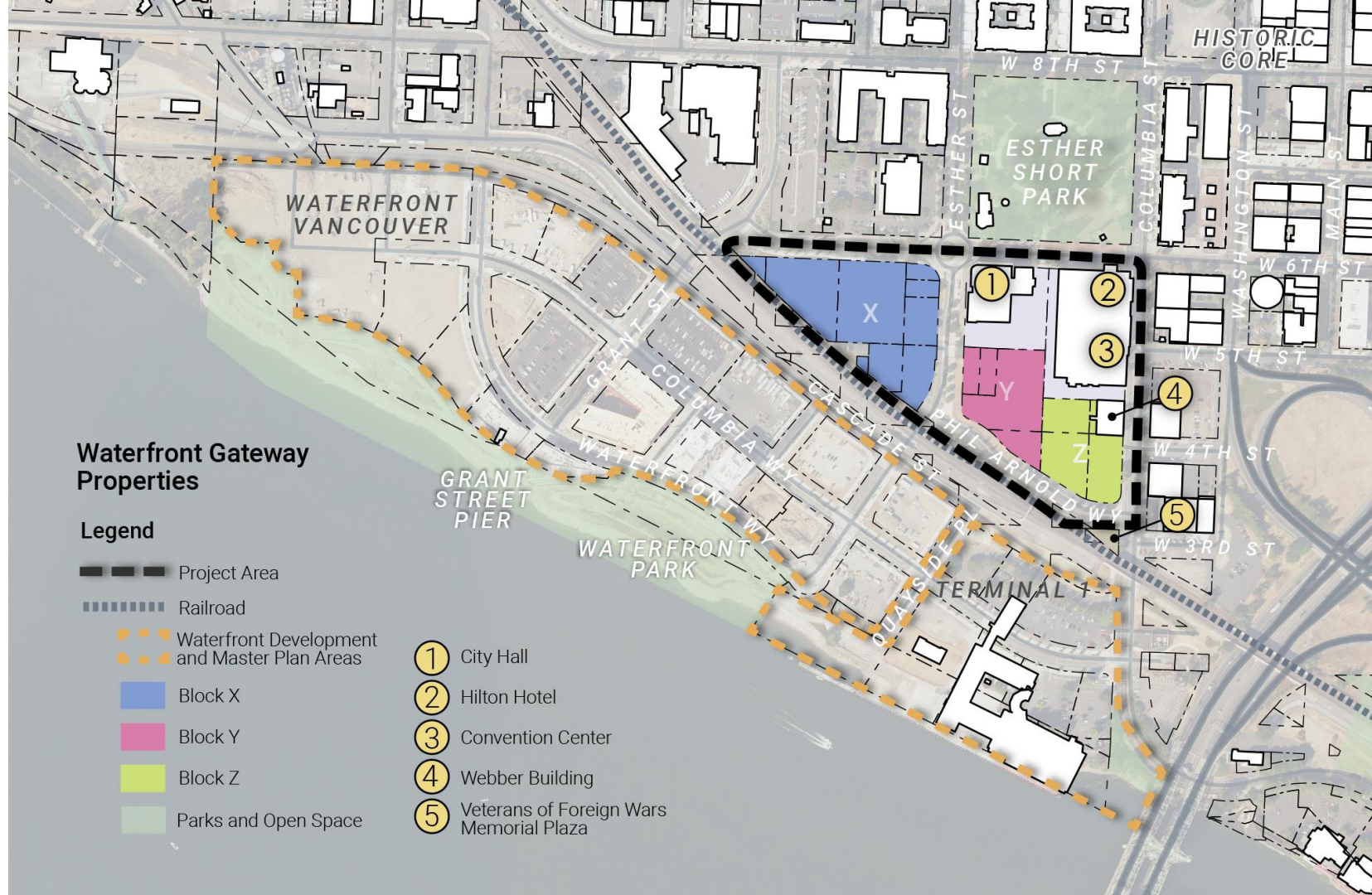
1 City Hall

2 Hilton Hotel

3 Convention Center

4 Webber Building

5 Veterans of Foreign Wars
Memorial Plaza



Role of City Center Redevelopment Authority (CCRA)

- Public agency (formerly Development Review Authority) established in 2006 to provide oversight and guidance regarding downtown redevelopment efforts
- Seven-member Board appointed by Council has broad authority, including ability to purchase and manage property, secure financing, issue bonds, etc.
- Significant involvement in early downtown projects including Heritage Place Condominiums, Vancouvercenter, and Hilton Hotel and Convention Center

CCRA (continued)

- CCRA has further provided oversight and advice to Council and staff regarding the implementation of Vancouver City Center Vision (VCCV) and Waterfront plans, and provides advice on city investments, development agreements, tax abatements, etc.
- Board has the expertise to oversee the redevelopment of the Waterfront Gateway properties and negotiate disposition or lease agreements for final Council approval

CCRA Background – Current Board of Directors

- Richard Keller, Officers Row Capital (CCRA Board President)
- Marc Fazio, Bill Naito Company (CCRA Board Secretary/ Treasurer)
- Jack Onder, Onder Development Co.
- Deborah Ewing, Fuller Group
- David Copenhaver, Cascadia Development Partners
- Brad Hutton, Retired (formerly with Hilton Hotels)
- Richard “Dick” Krippaehne, PacTrust

CCRA Work Plan - 2019

*Block 10 DDA
& Design Review*



Other Projects:

- *Input on Parking Strategy*
- *Review of MFTE Program*
- *Monitor Opportunity Zone Effectiveness*

*Waterfront Projects
Design Review*

Waterfront Gateway Master Plan

*Terminal One
Master Plan*

Potential MOU Contents: Project Intent Statement

Key Ingredients:

- A branded destination district that connects other key downtown activity areas including the waterfront, Fort Vancouver and downtown core
- Active, urban, inviting and mixed-use with cross-site pedestrian connectivity
- May include any combination of residential, retail, office, visitor, cultural, signature attraction, and structured parking uses
- Environment that attracts the Vancouver community and other visitors

Potential MOU Contents: Relationship between Parties

- City Council would designate CCRA as lead body to manage the planning and development of city-owned property in the Gateway area
- City would support CCRA through allocation of staff resources and consultant funding
- CCRA Board would provide on-going direction and advice to designated staff that manages daily activities of the project
(continued)

Potential MOU Contents: Relationship between Parties

- City Council would designate CCRA as lead body to manage the planning and development of city-owned property in the Gateway area
- City would support CCRA through allocation of staff resources and consultant funding
- CCRA Board would provide on-going direction and advice to designated staff that manages daily activities of the project
- CCRA would serve as the City's lead negotiator; selects master developer, reviews and recommends plans, agreements, etc.
- City Council retains final approval of agreements

Potential MOU Contents: Responsibilities of Parties

CCRA:

- Project Oversight
- Manage Budget
- Visioning
- Consultant Studies Review
- Master Developer Selection
- Negotiations
- Master Development Package
- Project Recommendation

JOINT

- ▶ Project Intent
- ▶ Funding Plan for Public Facilities

CITY:

- Project Staffing
- Project Budget
- City Hall Near-Term Parking Needs
- City Hall & Convention Center Expansion Studies
- Project Approvals

CCRA

CITY

Potential MOU Contents: Target Dates

Activity	Date
Complete Visioning Workshops and Parking Analysis	Early Q4 2019
Issue Master Developer RFQ	Q4 2019
Complete Convention Center Expansion Feasibility Analysis	Q1 2020
Select Master Developer	Q1-Q2 2020
Initiate Work on Master Development Package	Q2 2020
Complete Master Development Package and Submit to City for approval	No later than Q2 2021

Potential MOU Contents: Future Agreement

- Parties agree to address certain provisions not covered in this MOU as part of a future agreement
- Intended to ensure that adequate resources are provided for CCRA to complete the Waterfront Gateway project, while potentially expanding CCRA's redevelopment oversight more directly to other city-owned properties considered important to implement the Vancouver City Center Vision (VCCV) Plan
- Provisions expected to be included:
 - Consideration of a fully independent CCRA staff
 - Use of property sale/lease proceeds and project revenues for staff funding
 - Conveyance of city properties to CCRA to strengthen its negotiating position or facilitate development

Preliminary Work on Waterfront Gateway Project



CCRA Board: Proposed MOU contents

Jul 18, 2019



Visioning Workshop #1 w/ CCRA Board

Jul 29, 2019

➤ SERA Architects



Parking Analysis Group Meeting #1

Aug 21, 2019

➤ Rick Williams Consulting



CCRA Board: Draft MOU review/recommendation

Sept 19, 2019



Visioning Workshop #2 w/ Community Open House

Sept 19, 2019

➤ SERA Architects

Next Steps

- Today: City Council input on project scope and proposed MOU contents
- October 2019: Resolution approving a final MOU presented to City Council for consideration
- November or December 2019: CCRA issues RFQ for master developer

Questions and Discussion

Chad Eiken, Executive Director, CCRA

chad.eiken@cityofvancouver.us

Teresa Brum, Economic Development Division Manager

teresa.brum@cityofvancouver.us

John Collum, Economic Development Principal Planner

john.collum@cityofvancouver.us



Community Task Force on Council Membership Draft Work Plan

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September 23, 2019

Vancouver City Council Workshop

Jeanette (Jan) Bader, Program & Policy
Development Manager

Brent Boger, Assistant City Attorney

Community Task Force on Council Membership

- **Objective of Districting:** Increase geographic, socio-economic and ethnic diversity on the Vancouver City Council.
- **Process direction:** Appoint an ad-hoc community task force to explore strategies and make recommendations for increasing diversity on the City Council.

Task Force Appointment

Appointment - Appoint an ad hoc community task force that is broadly representative of the population of the city. Options for recruitment:

- Standard City recruitment process with interviews and recommendation from one of the Council subcommittees; or
- Standard recruitment process with interviews and recommendations from each of the Council subcommittees and the mayor (similar to Charter Review process); or
- Each Councilmember and the Mayor recommend one community member, subject to approval from the entire body.

Task Force Resources

Consultants - Specialized expertise needed to support work of the Task Force:

- Meeting Facilitator
- Districting Expert
- Public Involvement Firm
- Technical Expert to assist with mapping, demographics, etc.

Work Plan Approach

- Facilitate between 7 and 12 Task Force meetings (based on schedule options)
- Task Force would consider (in priority order):
 1. Nomination or election of councilmembers by district;
 2. Other strategies including but not limited to ranked choice voting, changes in Council salaries, changes in campaign financing, etc.

Work Plan Approach

- Public Outreach: As potential strategies develop, solicit public feedback
- Council Action: 1-2 check-in workshops, a final recommendations workshop and then Council action.

Timeline – Option A

September 23-October 23, 2019	Recruitment of Community Task Force
October 28 - November 7, 2019	Interviews for Task Force
November 18, 2019	Appoint Task Force
December 2019 - March 2020	7 Task Force meetings (1 in Dec, 2 per month January-March)
February	Council workshop – progress update
February - March 2020	Public feedback
April 13, 2020	Council workshop on Recommendations
April 27, 2020	Council action on Recommendations
May 8, 2020	Materials due to County for primary election
August 4, 2020	Primary Election

Timeline – Option B

September 23-October 23, 2019	Recruitment of Community Task Force
October 28 - November 7, 2019	Interviews for Task Force
Nov. 18, 2019	Appoint Task Force
December 2019 – June 2020	12 Task Force meetings (1 in December and June, 2 per month January- May)
April	Council workshop – progress update
April - June 2020	Public feedback
July 6, 2020	Council workshop on Recommendations
July 20, 2020	Council action on Recommendations
August 4, 2020	Materials due to County for primary election
November 3, 2020	Primary Election

Questions and Discussion

- Jan Bader, Program & Policy Development Manager
jan.bader@cityofvancouver.us
- Brent Boger, Assistant City Attorney
brent.boger@cityofvancouver.us

A Hub for Education, Arts & Innovation

VANCOUVER
CITY HALL

CITY OF
Vancouver
WASHINGTON

City Council Update
September 23, 2019

Jeanette (Jan) Bader
Program & Policy Development Manager
Jonathan Young, Acting City Attorney

Presentation Overview



- The Vision
- Site Plan
- Elementary School
- Art & Innovation Space
- Next Steps

The Vision



Vancouver's Hub for Education, Arts & Innovation:

- Vancouver Innovation, Technology and Arts Elementary (VITA)
- Center for Knowledge, Arts & Innovation
- Performing Arts Venue

Site Plan



Vancouver Innovation, Technology & Arts (VITA)

- K-5 Elementary
- 510 students at full enrollment
- Four story/urban elementary school
- Construction start- first quarter 2020
- School open- Fall 2021





Lease with Vancouver Public Schools (VPS)

Lease:

- 50 year lease
- \$1.00 per year
- Council approval

Operating Agreement:

- Parking
- Security
- Signage, etc.



FVRL Administrative Facility

- Built in 1964 as the main library
- Two floors
- 44,800 sq.ft.
- Current use- FVRL Administration and Book Processing

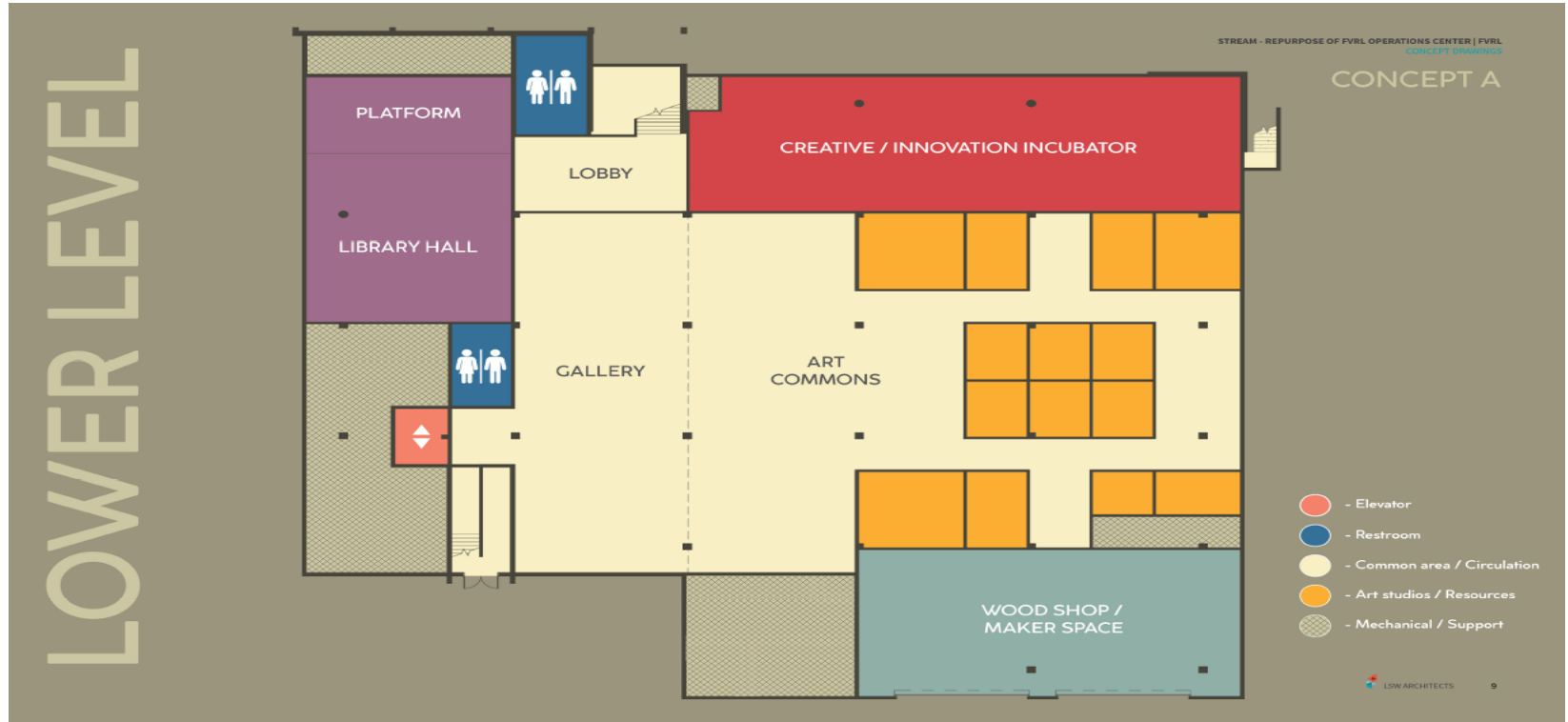


Center for Knowledge, Arts & Innovation

- Completed building assessment – good bones but seismic, roof, sprinklers, asbestos, etc.
- Created two potential reuse scenarios including:
 - Art studios
 - Gallery
 - Innovation/incubator space
 - Repurpose of Library Hall



Center for Knowledge, Arts & Innovation





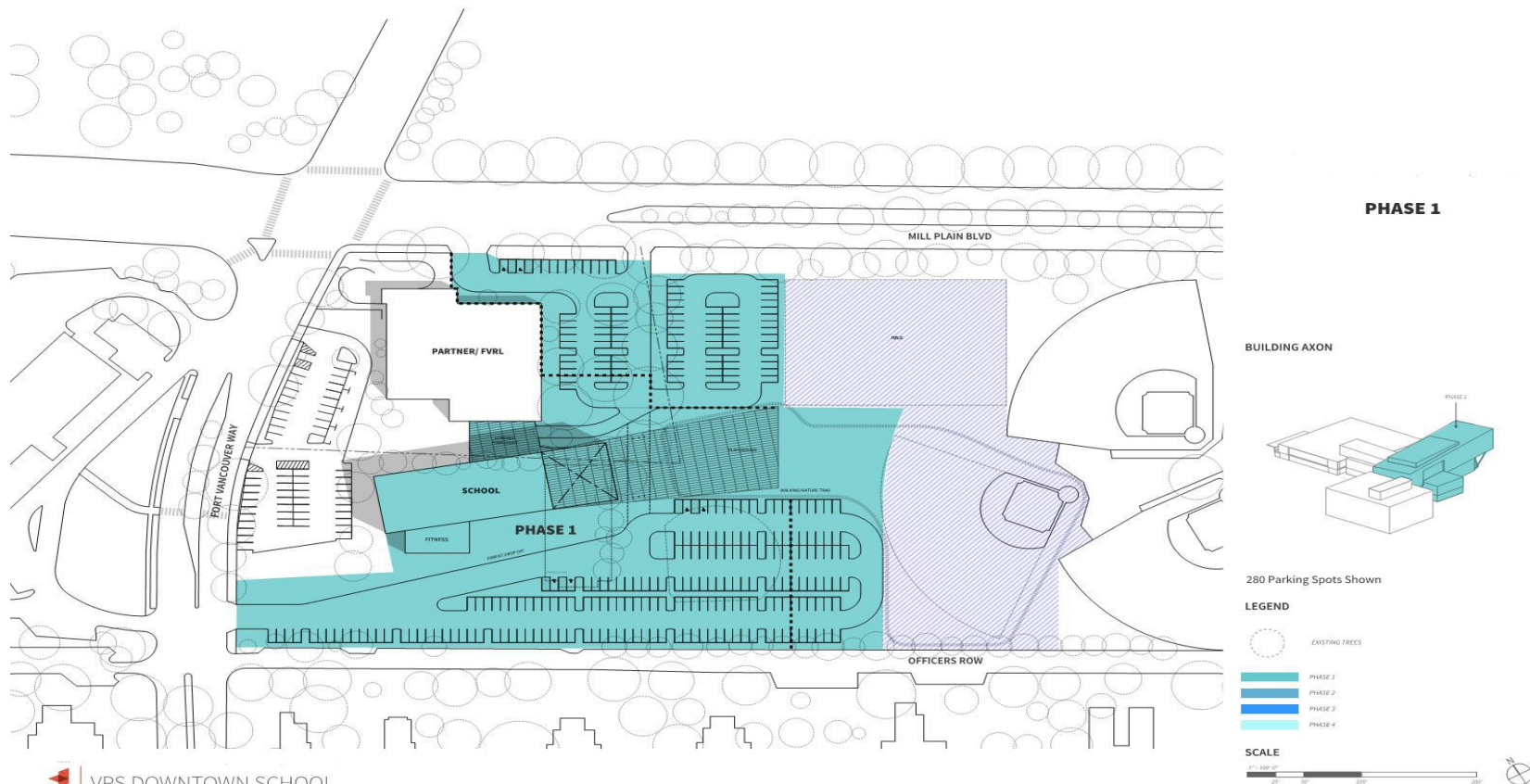
Next Steps

Elementary School/Site:

- Boundary line adjustment
- Finalize parking lot design
- Lease with VPS
- Building permits
- Operating agreement



Site Parking- Phase 1



Next Steps

FVRL Building:

- Revisions to Lease including parking spaces, loading dock access, etc.
- Listing on Clark County Heritage Register- November

Performance Venue:

- Feasibility Study - February 2020

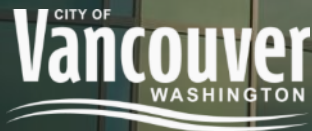
Questions?

VANCOUVER
CITY HALL

Jeanette (Jan) Bader,
Program & Policy Development Manager

360-487-8606

jan.bader@cityofvancouver.us





Staff Report 130-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/23/2019

SUBJECT Bid Award for construction of an air gap tank system equipment at Westside Wastewater Treatment Plant, per Bid 19-22

Key Points

- In order to enhance the protection of our water system, a fail-safe “air-gap” is proposed to be installed between non-potable well water used onsite and the public potable water system feed at the Westside Wastewater Treatment Plant (Westside).
- An existing site water supply tank will be modified to establish an “air gap” protection system for well and City potable water supply into the tank. New pumps, piping and electronic control systems are included in the project.
- The modified site water supply tank and new pumps will maintain service levels of on-site industrial water non-potable supply to equipment and processes at Westside.

Strategic Plan Alignment

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

Present Situation

The proposed project will modify the site water supply tank, construct pump house with pumps and ancillary electrical power supply, install new supply and distribution piping at the modified tank, and install sensors and controls for an automated water supply system. An intertie connection between City potable water and on-site water distribution system will be eliminated.

Modifications to the existing on-site industrial water supply protection system are required to ensure that it fully meets the Department of Health regulations 246-290-490 WAC (Washington Administrative Code) which requires specific cross-connection control systems (i.e. “air gap”) for the protection of Group A Public Water Supplies. This current system was identified as inadequate in a City self-performing audit in May 2016.

The project will build a system that will better conform to Washington Department of Health regulations regarding protection of municipal potable water supply systems.

On August 27, 2019, bids were opened for this project (ITB 19-22). Bids were received from 5 firms:

SUMMARY OF BIDS	
BIDDER	AMOUNT
McClure and Sons, Mill Creek, WA	\$1,037,840.03
Rotschy, Inc., Vancouver WA	\$1,073,991.43
Clark and Sons Excavating, Inc. Battle Ground, WA	\$1,081,832.00
Clackamas Construction, Inc., Boring, OR	\$1,348,268.36
JH Kelly, Vancouver, WA	Non-responsive
<i>Engineers' Estimate</i>	<i>\$650,000 - \$750,000</i>

The low bidder, McClure and Sons, was found to be responsive and responsible. They also met the minimum requirements listed in the Supplemental Bidder Responsibility Criteria.

There is a minimum apprenticeship goal of 3% of the utilized labor hours for this project. McClure and Sons has submitted an Apprenticeship Utilization Plan that indicates the required labor hours will be provided through using apprentices from the Construction Industry Training Council and Northwest College of Construction.

Advantage(s)

The air gap tank system project has a number of advantages:

1. Eliminates all previous cross-connections between Westside plant site process water and Vancouver's municipal water systems.
2. Complies with Department of Health regulations 246-290-490 WAC, which specifically requires an air gap system at certain high health hazard premises, including wastewater treatment plants.
3. Repurposes an existing water storage tank and its structural pad at Westside in an effort to minimize construction costs.
4. Pumping system and controls will provide for improved site process water distribution and pressures.

Disadvantage(s)

Construction bids were received at costs at least 33% higher than the engineer's estimate. However, the Wastewater Treatment Capital budget line for the construction phase of the project has \$767,120 available. Other funds are available in this Capital budget and can be used without adversely impacting other current and planned projects.

Budget Impact

None. The Air Gap / City Water Protection Project is programmed into the Wastewater Treatment Capital budget for 2019 at \$928,562 via PRJ083702, including project design and construction administration/inspection. Additional budget funding can be redirected to this critical project without

impacting progress on other current and planned projects.

Prior Council Review

As part of 2019-20 Capital Budget

Action Requested

Authorize the City Manager or his designee to award and execute a contract and any required amendments with McClure and Sons, 15714 Country Club Drive, Mill Creek, Washington, to purchase equipment and construct an Air Gap Tank System at Westside Wastewater Treatment plant at their bid price of \$1,037,840.03, which includes Washington State sales tax.

Frank Dick, Wastewater Engineering Supervisor, 487-7179

ATTACHMENTS:

- ▣ Contract

CITY OF VANCOUVER

CONTRACT # _____

ITB #19-22: Westside Air Gap Tank System

THIS CONTRACT effective this ____ day of _____, 2019 is entered into by and between McClure And Sons, Inc., 15714 Country Club Drive, Mill Creek, WA 98012, hereinafter referred to as the Contractor, and the City of Vancouver, a municipal corporation of the State of Washington, hereinafter referred to as the Owner.

1. **Contractor's Obligation:** The Contractor, for and in consideration of the sum to be paid to it by the Owner in the manner and at the times provided, hereinafter and in the Specifications, and in consideration of the covenants and agreements herein contained, which documents are incorporated into and made a part of this contract, hereby agrees to furnish all materials, labor, tools, machinery and implements of every description necessary for construction and installation of the following improvements:

Contractor shall modify an existing 15,250 gallon well water storage tank; install pumps and enclosure; and modify on-site potable and non-potable water pipes to establish a plant-wide water supply system which meets water protection requirements per Washington Department of Health regulations 246-290-490 WAC (Washington Administrative Code).

All work shall be in accordance with the attached Contract Plans, these Contract Provisions and the Standard Specifications.

The work under the contract shall be substantially completed within 200 Working Days of the Notice to Proceed.

The Contractor agrees to perform the work and furnish the materials in a most substantial and workmanlike manner and within the time limits stated in this Contract and in accordance with the Contract Documents specified in Section 18. The Contractor agrees that it will make all necessary arrangements for the obtaining of permits from the United States, State of Washington, and/or any of its agencies as may be necessary to do the work required and covered by this Contract.

2. **E-Verify Program:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Contract. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Contract are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

3. **Subcontractor Responsibility:** The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.

At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
 4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW [49.48.082](#), any provision of chapter [49.46](#), 49.48, or [49.52](#) RCW.
 5. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
 6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
4. **City of Vancouver Business & Occupational License:** Contractors will be required to get a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.
5. **Owner's Obligation:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the Vancouver City Council, the Owner agrees to pay to the Contractor in the manner and at the times provided hereinafter and in the Contract Documents, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the

following sum as indicated, which amount does includes 8.4% Washington State Sales Tax (if applicable):

\$1,037,840.03

One Million Thirty Seven Thousand Eight Hundred Forty Dollars 03/100_____

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

5. **Contractor's Insurance:** The Contractor agrees to procure insurance coverage as required by Section 1-07.18 of the City of Vancouver Amendments.
6. **Contractor's Bond:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Contract Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price executed by itself as principal and by a surety company authorized to do business in the State of Washington as surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.
7. **Employment of Labor:** The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by law.
8. **Payment of Labor:** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the Bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is **August 27, 2019**.

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

9. **Payment to the Contractor:** Payment to the Contractor of the Contract price by the Owner shall be made in checks drawn on the fund provided therefore. Payment shall be in the manner provided below unless another manner has been specified in the Special Provisions.

Progress payments to the Contractor shall be made within 30 days of receipt of the signed progress payment request, as approved by the Owner, for work completed during the previous month. There will be reserved and retained from monies earned by the Contractor on estimates during the progress of the improvements of work, a sum equal to 5 percent of all such estimates. Said retained amount shall be held in trust in accordance with the Specifications and Chapter 60.28 RCW.

Payment of the retained percentage shall be withheld, by the owner, for a period of 45 days following the completion of all Contract work, as defined by WSDOT Section 1-01.3, and shall be paid the Contractor at the expiration of 60 days per Chapter 39.12 RCW and Chapter 60.28 RCW, in the event no claims, as provided by law, have been filed against such funds; and provided further, that releases or certificates have been obtained from the State Department of Labor and Industries, from the State Department of Revenue, and the Employment Security Department and all other departments and agencies having jurisdiction over the activities of the Contractor. In the event such claims are filed, the Contractor shall be paid such retained percentages less an amount sufficient to pay any such claims, together with a sum sufficient to defray the cost of foreclosure action and to cover attorney fees as determined by the Owner.

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

No payment shall be made to the Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed, with Procurement Services, the Labor and Industries executed Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in WAC 296-127-320 *Payroll*. A Contractor and all subcontractors shall, within ten days after it receives a written request, as defined by RCW 39.12.010(4) file a certified copy of the payroll records with the Owner. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

10. **Indemnity:** Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Contract.

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

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

11. **Ownership of Records and Documents – Public Disclosure:** All materials, writings and products produced by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such materials, writings and products to the City. A copy may be retained by the Contractor. In the event the City receives a public record request for such materials, writings of products the City may, in its discretion, notify the Contractor of such request and withholds disclosure of such information for not less than five (5) business days to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees, or penalty assessment under Chapter 42.56 RCW.
12. **Amendments:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Contract.
13. **Jurisdiction/Venue:** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Contract, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Clark. This Contract shall be governed by the law of the State of Washington.
14. **Assignment:** This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without express written authorization.
15. **Termination for Convenience:** The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

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

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

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

18. **Contract Documents & Order of Precedence:** The complete Contract includes these parts and any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):
1. Amendments to the Contract,
 2. This Contract,
 3. Addenda to the Solicitation,
 4. The Solicitation,
 5. Contractor's Bid,
 6. Construction Drawings,
 7. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
 8. Technical Specifications,
 9. City of Vancouver Standard Plans,
 10. WSDOT Amendments to the WSDOT Standard Specifications,
 11. WSDOT Standard Specifications,
 12. WSDOT Standard Plans.

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

Owner:

Procurement Services Manager
City of Vancouver
415 W 6th St.
P O Box 1995
Vancouver WA 98668-1995

Contractor:

McClure and Sons, Inc.
15714 Country Club Drive
Mill Creek, WA 98012

Original signed at Vancouver, Washington, on the dates listed below.

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Eric Holmes, City Manager

Signature:

DATE

By: Printed Name / Title Date: _____

Attest:

Natasha Ramras, City Clerk Date: _____

Approved as to form:

Jonathon J. Young, Acting City Attorney
Date: _____

LABOR AND MATERIALS PAYMENT BOND

(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM. MUST BE ACCOMPANIED BY A POWER OF ATTORNEY FOR THE SURETY'S OFFICER AUTHORIZED TO SIGN)

KNOW ALL MEN BY THESE PRESENTS:

We the Undersigned _____ as
PRINCIPAL (Contractor) and _____
_____ a corporation organized and existing under and by virtue of the laws of the state of _____,
and duly authorized to do surety business in the state of
Washington and named on the current list of approved surety companies acceptable on federal
bonds and conforming with the underwriting limitations as published in the Authorized
Insurance List in the State of Washington published by the Office of the Insurance
Commissioner and which carries an "A" rating and is of the appropriate class for the bond
amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, unto
CITY OF VANCOUVER, as OBLIGEE, in the sum of _____
_____ Dollars (\$ _____) in lawful money of the United States of
America, for the payment of that sum for the use and benefit of claimants as defined below.

The condition of this obligation is such that whereas the PRINCIPAL entered into a
contract with CITY OF VANCOUVER dated _____, 20____, which
contract is hereunto annexed and made a part hereof, for accomplishment of the all contract
terms for the project described as follows:

ITB #19-22: Westside Air Gap Tank System

NOW THEREFORE, if the PRINCIPAL shall promptly make payments to all persons,
firms, subcontractors, corporations and/or others furnishing materials for or performing labor in
the prosecution of the Work provided for in the aforesaid contract, and any authorized extension
or modification thereof, including all amounts due for materials, equipment, mechanical repairs,
transportation, tools and services consumed or used in connection with the performance of such
Work, and for all labor performed in connection with such Work whether by subcontractor or
otherwise, and all other requirements imposed by law, then this obligation shall become null and
void; otherwise this obligation shall remain in full force and effect, subject, however, to the
following condition:

The above-named PRINCIPAL and SURETY hereby jointly and severally agree that
every claimant, who has not been paid in full, may sue on this bond for the use of such claimant,
prosecute the suit to final judgment in for such sum or sums as may be justly due claimant, and
have execution thereon. The OBLIGEE shall not be liable for the payment of any judgment,
costs, expenses or attorneys' fees of any such suit.

PROVIDED, FURTHER, that SURETY for the value received, hereby stipulates and
agrees that all changes, extensions of time, alterations to the terms of the contract or to Work to

be performed thereunder or the Specifications accompanying the same shall be within the scope of the SURETY's undertaking on this bond, and SURETY does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications shall automatically increase the obligation of the SURETY hereunder in a like amount, provided that the total of such increases shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the SURETY.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted, or if the full amount of the obligation is not exhausted and no claim is pending resolution, until such time as no further claims can be made pursuant to law with regard to the above-described project.

SURETY shall indemnify, defend, and protect the CITY OF VANCOUVER against any claim of direct or indirect loss resulting from the failure of the CONTRACTOR (or any of the employees, subcontractors, or lower tier subcontractors of the CONTRACTOR) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, materialpersons, or any other person who provides supplies or provisions for carrying out the work.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for all obligations of this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

SURETY

CONTRACTOR

By:_____

By*:_____

Title:_____

Title:_____

Street Address

Street Address

City, State ZIP

City, State ZIP

Phone Number

Phone Number

* Must be signed by president or vice-president of Contractor.

PERFORMANCE BOND

(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM. MUST BE ACCOMPAINED BY A POWER OF ATTORNEY FOR THE SURETY'S OFFICER AUTHORIZED TO SIGN)

KNOW BY ALL MEN BY THESE PRESENTS:

We the undersigned _____ as
PRINCIPAL (hereinafter called CONTRACTOR), and _____
_____ a corporation organized and existing under and by virtue of the laws of the state of _____
_____ duly authorized to do surety business in the state of Washington
and named on the current list of approved surety companies acceptable on federal bonds and
conforming with the underwriting limitations as published in the Authorized Insurance List in
the State of Washington published by the Office of the Insurance Commissioner and which
carries an "A" rating and is of the appropriate class for the bond amount as determined by Best's
Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, to pay to CITY OF VANCOUVER
as OBLIGEE (hereinafter called CITY OF VANCOUVER), the amount of _____
_____ Dollars (\$_____) in lawful money of
the United States of America.

WHEREAS, the CONTRACTOR entered into a contract with CITY OF VANCOUVER
dated _____, 20____, which Contract is hereunto annexed and made a part
hereof, for accomplishment of the all contract terms for the project described as follows:

ITB #19-22: Westside Air Gap Tank System

NOW, THEREFORE, the condition of this obligation is such that if the CONTRACTOR
shall promptly, truly and faithfully perform all the undertakings, covenants, terms, conditions,
and agreements of the aforesaid contract and having performed its obligations thereunder, then
this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever CONTRACTOR shall be declared by CITY OF VANCOUVER to be in
default under the Contract Documents for the project described herein, the SURETY shall
promptly remedy the default by completing the project in accordance with the Contract
Documents and the project Specifications with a contractor approved by the CITY OF
VANCOUVER. SURETY, for value received, further stipulates and agrees that all changes,
extensions of time, alterations, or additions to the terms of the Contract or Specifications for the
above described contract are within the scope of the SURETY's undertaking on this bond, and
SURETY hereby waives notice of any such change, extension of time, alteration or addition to
the terms of the contract or to the Work or to the Specifications. Any such change, extension of
time, alteration or addition to the terms of the contract or to the Work or to the Specifications
shall automatically increase the obligation of the Surety hereunder in a like amount, provided
that such increase shall not exceed twenty-five percent (25%) of the original amount of the
obligation without the consent of the Surety.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted.

SURETY shall indemnify, defend, and protect the CITY OF VANCOUVER against any claim of direct or indirect loss resulting from the failure of the CONTRACTOR (or any of the employees, subcontractors, or lower tier subcontractors of the CONTRACTOR) to faithfully perform the terms of the contract.

No right of action shall accrue on this bond to or for the use of any person or corporation other than CITY OF VANCOUVER or its heirs, executors, administrators, successors or assigns.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for obligations on this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

SURETY

CONTRACTOR

By:_____

By*:_____

Title:_____

Title:_____

Street Address

Street Address

City State ZIP

City State ZIP

Phone Number

Phone Number

* Must be signed by president or vice-president of Contractor.



Staff Report 131-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/23/2019

SUBJECT Bid Award - Southside Interceptor Rehabilitation - CIPP

Key Points

- The project will install approximately 2,150 linear feet of 42-inch Cured-In-Place Pipe (CIPP) using the UV method of curing.
- The City received 4 bids for the project.
- Staff proposes awarding a contract to the lowest, responsive bidder, Allied Trenchless of Chelan, WA, at the bid price of \$1,083,037.41.

Strategic Plan Alignment

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

Present Situation

This project will rehabilitate approximately 2,150 linear feet of existing 42-inch sanitary sewer main using the trenchless process of Cure-In-Place-Pipe (CIPP) with UV curing, which reduces potential nuisance odor creation during the curing process compared to the more traditional steam or water curing. A traditional dig and replace for this size of pipe would be more expensive than installing a CIPP liner. For this project, because the existing interceptor is located within the Port of Vancouver property and beneath several BNSF rail lines, a traditional dig and replace would be significantly greater.

On August 20, 2019, the City received 4 bids for the subject project. The bids ranged between \$1,083,000.00 and \$1,495,000.00. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Allied Trenchless, Chelan, WA	\$1,083,037.41

Rotschy, Inc., Vancouver, WA	\$1,322,508.18
Michels Corporation, Salem, OR	\$1,482,501.38
Iron Horse LLC, Fairview, OR	\$1,494,825.16
<i>Engineer's Estimate</i>	<i>\$2,000,000.00</i>

There is a minimum apprenticeship goal of 3% of the utilized labor hours for this project. Allied has submitted an Apprenticeship Utilization Plan that indicates the required labor hours will be provided through the Local 335 Labor Union in Vancouver.

This is the first sewer interceptor Cured-In-Place Pipe (CIPP) rehabilitation that specifies Ultra Violet Light as a curing method advertised by the City. There were some uncertainties on costs since contractors using this method of curing are just beginning to emerge in the northwest. The City worked with a consultant on the design and cost estimating for this project and because of the uncertainty of the bidding climate it was determined to include a contingency in the engineers estimate. This is the reason for the large difference between the engineer's estimate and the range of submitted bids.

Advantage(s)

1. Follows the recommendations of the Interceptor Condition Assessment Study.
2. Continues to provide high quality reliable sewer service by maintaining the City's existing assets.

Disadvantage(s)

None.

Budget Impact

Funds for the sanitary sewer improvements were appropriated in the Sewer Construction Fund, Capital Improvement Program 2019-2020 Budget via PRJ083710.

Prior Council Review

Funding previously reviewed by Council as part of the 2019-2020 sewer construction fund capital budget.

Action Requested

On September 23, 2019 award a contract for the Southside Interceptor Rehabilitation - CIPP project to the lowest responsive and responsible bidder, Allied Trenchless of Chelan, WA at their bid price of \$1,083,037.41, which includes Washington State sales tax.

Sheryl Hale, Senior Engineering Supervisor, 487-7151

ATTACHMENTS:

- ▣ Contract
- ▣ Project Boundary Map - Southside Interceptor Rehab

CITY OF VANCOUVER

CONTRACT # _____

ITB #19-21: Southside Interceptor Rehabilitation Ph. 1

THIS CONTRACT effective this ____ day of _____, 2019 is entered into by and between Allied Plumbing and Pumps LLC, 246 W Manson Hwy #124, Chelan, WA 98816, hereinafter referred to as the Contractor, and the City of Vancouver, a municipal corporation of the State of Washington, hereinafter referred to as the Owner.

- Contractor's Obligation:** The Contractor, for and in consideration of the sum to be paid to it by the Owner in the manner and at the times provided, hereinafter and in the Specifications, and in consideration of the covenants and agreements herein contained, which documents are incorporated into and made a part of this contract, hereby agrees to furnish all materials, labor, tools, machinery and implements of every description necessary for construction and installation of the following improvements:

The Contractor shall furnish and install approximately 2,150 lineal feet of 42-inch UV Cured-In- Place Pipe (CIPP) to rehabilitate an existing sanitary sewer main. The work consists of furnishing all labor, equipment, materials, and incidentals required to rehabilitate the existing sewer mains with UV CIPP including customer notification, bypass pumping utilizing the 21" dryline, cleaning, root and sediment removal, initial Closed Circuit Television (CCTV) inspection and assessment, UV CIPP installation and testing, reinstatement of all laterals, testing, and final CCTV inspection.

Work will also consist of epoxy or polyurethane lining of manholes for corrosion prevention. The work includes re-lining of seven existing sanitary sewer manholes (MH) located in conjunction with the proposed 2,150 lineal feet of CIPP lining. Installation of new MH's required for bypass pumping shall also be lined.

If necessary, the Contractor may have up to 40 Working Days after the Contract is awarded prior to Notice to Proceed issuance in order to coordinate with other municipalities on similar projects.

The work under the contract shall be substantially completed within 60 Working Days of the Notice to Proceed.

The Contractor agrees to perform the work and furnish the materials in a most substantial and workmanlike manner and within the time limits stated in this Contract and in accordance with the Contract Documents specified in Section 18. The Contractor agrees that it will make all necessary arrangements for the obtaining of permits from the United States, State of Washington, and/or any of its agencies as may be necessary to do the work required and covered by this Contract.

2. **E-Verify Program:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Contract. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Contract are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.
3. **Subcontractor Responsibility:** The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.

At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
 4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW [49.48.082](#), any provision of chapter [49.46](#), 49.48, or [49.52](#) RCW.
 5. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
 6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
-
4. **City of Vancouver Business & Occupational License:** Contractors will be required to get a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at 800-451-7985, or [go to www.bls.dor.wa.gov/cities/vancouver.aspx](http://www.bls.dor.wa.gov/cities/vancouver.aspx) or

www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

5. **Owner's Obligation:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the Vancouver City Council, the Owner agrees to pay to the Contractor in the manner and at the times provided hereinafter and in the Contract Documents, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does includes 8.4% Washington State Sales Tax (if applicable):

\$1,083,037.41

One Million Eighty Three Thousand Thirty Seven Dollars 41/100

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

5. **Contractor's Insurance:** The Contractor agrees to procure insurance coverage as required by Section 1-07.18 of the Special Provisions.
6. **Contractor's Bond:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Contract Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price executed by itself as principal and by a surety company authorized to do business in the State of Washington as surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.
7. **Employment of Labor:** The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by law.
8. **Payment of Labor:** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the Bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is **August 20, 2019**.

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

9. **Payment to the Contractor:** Payment to the Contractor of the Contract price by the Owner shall be made in checks drawn on the fund provided therefore. Payment shall be in the manner provided below unless another manner has been specified in the Special Provisions.

Progress payments to the Contractor shall be made within 30 days of receipt of the signed progress payment request, as approved by the Owner, for work completed during the previous month. There will be reserved and retained from monies earned by the Contractor on estimates during the progress of the improvements of work, a sum equal to 5 percent of all such estimates. Said retained amount shall be held in trust in accordance with the Specifications and Chapter 60.28 RCW.

Payment of the retained percentage shall be withheld, by the owner, for a period of 45 days following the completion of all Contract work, as defined by WSDOT Section 1-01.3, and shall be paid the Contractor at the expiration of 60 days per Chapter 39.12 RCW and Chapter 60.28 RCW, in the event no claims, as provided by law, have been filed against such funds; and provided further, that releases or certificates have been obtained from the State Department of Labor and Industries, from the State Department of Revenue, and the Employment Security Department and all other departments and agencies having jurisdiction over the activities of the Contractor. In the event such claims are filed, the Contractor shall be paid such retained percentages less an amount sufficient to pay any such claims, together with a sum sufficient to defray the cost of foreclosure action and to cover attorney fees as determined by the Owner.

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

No payment shall be made to the Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed, with Procurement Services, the Labor and Industries executed Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in WAC 296-127-320

Payroll. A Contractor and all subcontractors shall, within ten days after it receives a written request, as defined by RCW 39.12.010(4) file a certified copy of the payroll records with the Owner. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

10. **Indemnity:** Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Contract.

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

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

11. **Ownership of Records and Documents – Public Disclosure:** All materials, writings and products produced by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such materials, writings and products to the City. A copy may be retained by the Contractor. In the event the City receives a public record request for such materials, writings of products the City may, in its discretion, notify the Contractor of such request and withholds disclosure of such information for not less than five (5) business days to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees, or penalty assessment under Chapter 42.56 RCW.
12. **Amendments:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Contract.

13. **Jurisdiction/Venue:** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Contract, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Clark. This Contract shall be governed by the law of the State of Washington.
14. **Assignment:** This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without express written authorization.
15. **Termination for Convenience:** The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.
16. **Termination for Cause:** In the event the Contractor is, or has been, in violation of the terms of this Contract, including the Invitation to Bid, the Owner reserves the right, upon written notice to the Contractor, to cancel, terminate, or suspend this contract in whole or in part for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for services performed in accordance with the manner of performance set forth in the Contract.

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

17. **Opportunity to Cure:** The Owner at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by Owner and the deadline to accomplish the remedies. If the Contractor fails to remedy to the Owner's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the Owner shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the Owner from also pursuing all available remedies against the Contractor and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.
18. **Contract Documents & Order of Precedence:** The complete Contract includes these parts and any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):
1. Amendments to the Contract,
 2. This Contract,
 3. Addenda to the Solicitation,
 4. The Solicitation,

5. Contractor's Bid,
6. Special Provisions,
7. Contract Plan Set,
8. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
9. City of Vancouver Standard Plans,
10. WSDOT Amendments to the WSDOT Standard Specifications,
11. WSDOT Standard Specifications,
12. WSDOT Standard Plans.

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

Owner:

Procurement Services Manager
City of Vancouver
415 W 6th St.
P O Box 1995
Vancouver WA 98668-1995

Contractor:

Allied Plumbing & Pumps LLC
246 W Manson Hwy #124
Chelan, WA 98816

Original signed at Vancouver, Washington, on the dates listed below.

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Eric Holmes, City Manager

Signature:

DATE

By: Printed Name / Title

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathon J. Young, Acting City Attorney

LABOR AND MATERIALS PAYMENT BOND

(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM. MUST BE ACCOMPANIED BY A POWER OF ATTORNEY FOR THE SURETY'S OFFICER AUTHORIZED TO SIGN)

KNOW ALL MEN BY THESE PRESENTS:

We the Undersigned _____ as
PRINCIPAL (Contractor) and _____
_____ a corporation organized and existing under and by virtue of the laws of the state of _____,
and duly authorized to do surety business in the state of
Washington and named on the current list of approved surety companies acceptable on federal
bonds and conforming with the underwriting limitations as published in the Authorized Insurance
List in the State of Washington published by the Office of the Insurance Commissioner and
which carries an "A" rating and is of the appropriate class for the bond amount as determined by
Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, unto CITY OF VANCOUVER, as
OBLIGEE, in the sum of _____
Dollars (\$_____) in lawful money of the United States of America, for the payment of that
sum for the use and benefit of claimants as defined below.

The condition of this obligation is such that whereas the PRINCIPAL entered into a
contract with CITY OF VANCOUVER dated _____, 20____, which
contract is hereunto annexed and made a part hereof, for accomplishment of the all contract
terms for the project described as follows:

ITB #19-21: Southside Interceptor Rehabilitation Ph. 1

NOW THEREFORE, if the PRINCIPAL shall promptly make payments to all persons,
firms, subcontractors, corporations and/or others furnishing materials for or performing labor in
the prosecution of the Work provided for in the aforesaid contract, and any authorized extension
or modification thereof, including all amounts due for materials, equipment, mechanical repairs,
transportation, tools and services consumed or used in connection with the performance of such
Work, and for all labor performed in connection with such Work whether by subcontractor or
otherwise, and all other requirements imposed by law, then this obligation shall become null and
void; otherwise this obligation shall remain in full force and effect, subject, however, to the
following condition:

The above-named PRINCIPAL and SURETY hereby jointly and severally agree that
every claimant, who has not been paid in full, may sue on this bond for the use of such claimant,
prosecute the suit to final judgment in for such sum or sums as may be justly due claimant, and
have execution thereon. The OBLIGEE shall not be liable for the payment of any judgment,
costs, expenses or attorneys' fees of any such suit.

PROVIDED, FURTHER, that SURETY for the value received, hereby stipulates and agrees that all changes, extensions of time, alterations to the terms of the contract or to Work to be performed thereunder or the Specifications accompanying the same shall be within the scope of the SURETY's undertaking on this bond, and SURETY does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications shall automatically increase the obligation of the SURETY hereunder in a like amount, provided that the total of such increases shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the SURETY.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted, or if the full amount of the obligation is not exhausted and no claim is pending resolution, until such time as no further claims can be made pursuant to law with regard to the above-described project.

SURETY shall indemnify, defend, and protect the CITY OF VANCOUVER against any claim of direct or indirect loss resulting from the failure of the CONTRACTOR (or any of the employees, subcontractors, or lower tier subcontractors of the CONTRACTOR) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, materialpersons, or any other person who provides supplies or provisions for carrying out the work.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for all obligations of this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

SURETY

CONTRACTOR

By:_____

By*:_____

Title:_____

Title:_____

Street Address

Street Address

City, State ZIP

City, State ZIP

Phone Number

Phone Number

* Must be signed by president or vice-president of Contractor.

PERFORMANCE BOND

(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM. MUST BE ACCOMPAINED BY A POWER OF ATTORNEY FOR THE SURETY'S OFFICER AUTHORIZED TO SIGN)

KNOW BY ALL MEN BY THESE PRESENTS:

We the undersigned _____ as
PRINCIPAL (hereinafter called CONTRACTOR), and _____
_____ a corporation organized and existing under and by virtue of the laws of the state of _____
_____ duly authorized to do surety business in the state of Washington
and named on the current list of approved surety companies acceptable on federal bonds and
conforming with the underwriting limitations as published in the Authorized Insurance List in the
State of Washington published by the Office of the Insurance Commissioner and which carries an
"A" rating and is of the appropriate class for the bond amount as determined by Best's Rating
System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally, to pay to CITY OF VANCOUVER as OBLIGEE
(hereinafter called CITY OF VANCOUVER), the amount of _____
_____ Dollars (\$ _____) in lawful money of the United
States of America.

WHEREAS, the CONTRACTOR entered into a contract with CITY OF VANCOUVER
dated _____, 20____, which Contract is hereunto annexed and made a part
hereof, for accomplishment of the all contract terms for the project described as follows:

ITB #19-21: Southside Interceptor Rehabilitation Ph. 1

NOW, THEREFORE, the condition of this obligation is such that if the CONTRACTOR
shall promptly, truly and faithfully perform all the undertakings, covenants, terms, conditions,
and agreements of the aforesaid contract and having performed its obligations thereunder, then
this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever CONTRACTOR shall be declared by CITY OF VANCOUVER to be in
default under the Contract Documents for the project described herein, the SURETY shall
promptly remedy the default by completing the project in accordance with the Contract
Documents and the project Specifications with a contractor approved by the CITY OF
VANCOUVER. SURETY, for value received, further stipulates and agrees that all changes,
extensions of time, alterations, or additions to the terms of the Contract or Specifications for the
above described contract are within the scope of the SURETY's undertaking on this bond, and
SURETY hereby waives notice of any such change, extension of time, alteration or addition to
the terms of the contract or to the Work or to the Specifications. Any such change, extension of
time, alteration or addition to the terms of the contract or to the Work or to the Specifications
shall automatically increase the obligation of the Surety hereunder in a like amount, provided that
such increase shall not exceed twenty-five percent (25%) of the original amount of the obligation
without the consent of the Surety.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted.

SURETY shall indemnify, defend, and protect the CITY OF VANCOUVER against any claim of direct or indirect loss resulting from the failure of the CONTRACTOR (or any of the employees, subcontractors, or lower tier subcontractors of the CONTRACTOR) to faithfully perform the terms of the contract.

No right of action shall accrue on this bond to or for the use of any person or corporation other than CITY OF VANCOUVER or its heirs, executors, administrators, successors or assigns.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for obligations on this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

SURETY

By:_____

Title:_____

Street Address

City State ZIP

Phone Number

CONTRACTOR

By*:_____

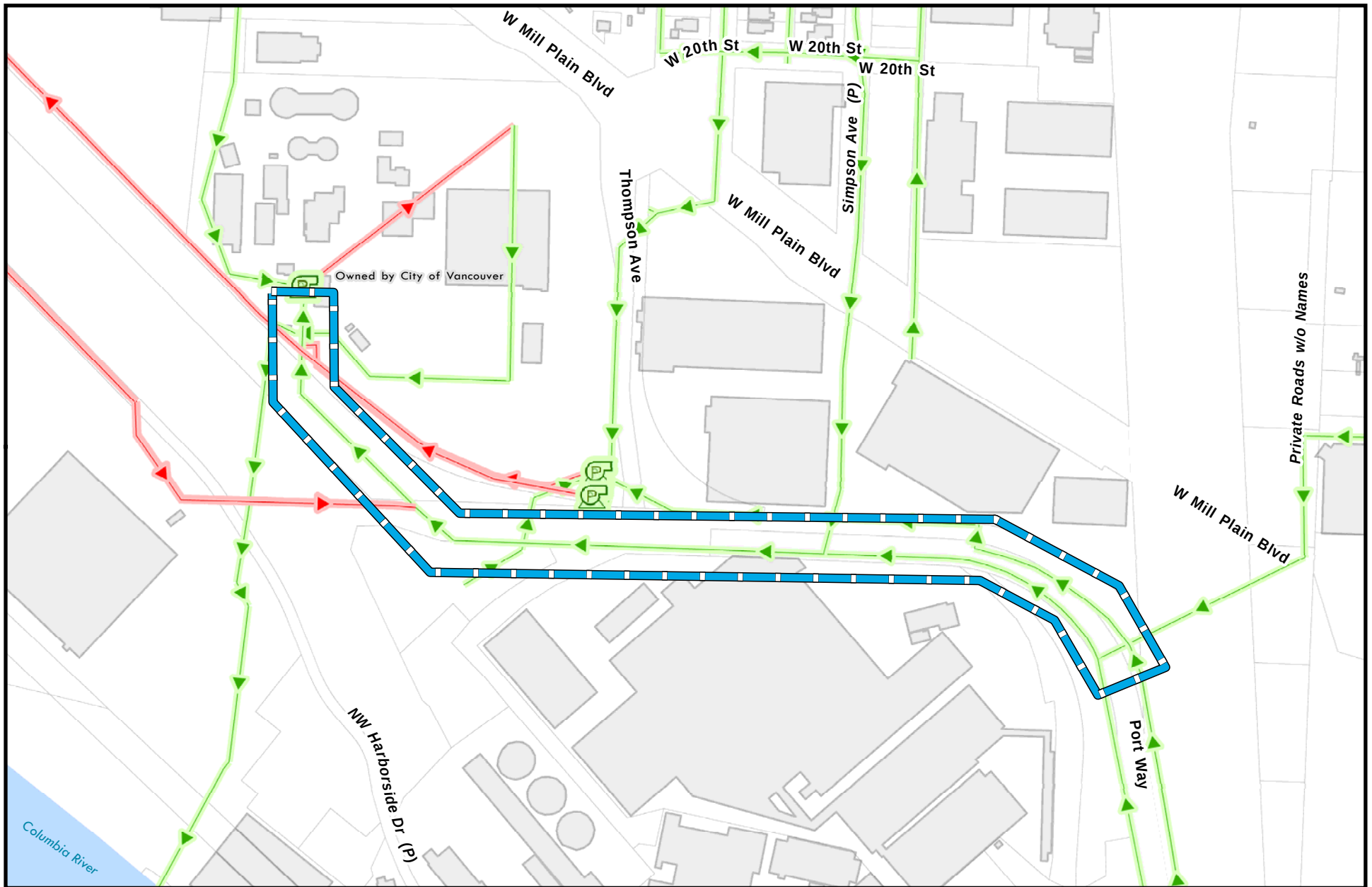
Title:_____

Street Address

City State ZIP

Phone Number

* Must be signed by president or vice-president of Contractor.



Sewer Utility Map





Staff Report 132-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/23/2019

SUBJECT Bid Award for LED Street Light Retrofit Project, per Bid #19-20 (Project # 071335)

Key Points

- This project will upgrade approximately 13,500 of the City's street lights from High Pressure Sodium (HPS) fixtures to more efficient LED fixtures.
- LED technology provides benefits such as higher energy efficiency, improved illuminance quality, lower maintenance burden, and a longer life cycle.
- This contract is for the construction portion of the project only. The City has already purchased the LED fixtures.
- If the contract is awarded, work would start in October/November, and is anticipated to be completed by August 2020.

Strategic Plan Alignment

Goal 1, Objective 1.2.4: Convert the City's streetlight system to LED.

Present Situation

In May 2018, the City of Vancouver executed a \$4.8 million Public Works Trust Fund (PWTF) loan from the Washington State Public Works Board to upgrade the "cobra head" style street lights from HPS fixtures to LED fixtures. State PWTF loans are a cost-effective tool with a low-interest rate for financing eligible public infrastructure projects.

Of the City's approximate 18,000 street lights, roughly 13,500 are "cobra-head" style and are included in this construction contract. The remainder of street lights are expected to be converted over time as funding becomes available and prices on other fixture types comes down.

LED technology is quickly replacing HPS with the proven benefits of higher energy efficiency, improved illuminance quality, lower maintenance burden, longer life cycle, and a reduced carbon footprint that's environmentally friendly.

The LED fixtures purchased for this project will consume approximately 50% less energy than the HPS counterparts. Converting the initial 13,500 street lights from HPS to LED fixtures is anticipated to reduce the City's energy bill by an estimated \$500,000 per year. In addition, Clark Public Utilities is offering incentives for low-energy fixture usage. It is estimated that these incentives will total approximately \$1.4 million. The exact incentive amount could vary slightly as it is based on the total number of lights replaced.

The apprenticeship utilization requirement for this project is 3% of total labor hours.

The project includes bid items for replacing the light fixtures and separate bid items for replacing any damaged fuses/fuse holders, which must be done in order for the lights to be operational. With roughly 13,500 lights, it is anticipated that a small percentage of them will need new fuses, but it is difficult to estimate the quantity. Assuming that 2% of lights need new fuses, this would result in roughly \$50,000 for this bid item.

The bids ranged between \$1,112,656 and \$3,143,260 million. All bidders were responsive. The four responsive bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Magnum Power, LLC, Kelso, WA	\$1,112,656.88
DJ's Electrical, Inc., Brush Prairie, WA	\$1,243,210.00
Colvico, Inc., Spokane, WA	\$1,324,768.45
Luminal Lighting, Mountlake, WA	\$3,143,260.28
<i>Engineers' Estimate</i>	<i>\$2,035,500</i>

Advantage(s)

1. Improved energy efficiency that is estimated to reduce the City's energy bill by approximately \$500,000 per year.
2. Longer life cycle resulting in bulbs not needing to be replaced for approximately 20 years.
3. Improved illuminance.
4. Clark Public Utilities will provide incentives for the project estimated at \$1.4 million.

Disadvantage(s)

Neighborhood residents, businesses and local traffic will be slightly inconvenienced during the construction period at the various locations; however, access to businesses and residences will be open throughout construction with limitations on time and number of lane closures allowed, which will help minimize the temporary inconvenience.

Budget Impact

None, the energy savings will be used to make the annual loan payments and set aside reserve funds for future fixture replacement expenses. Appropriation for this project is in the Transportation Capital fund via PRJ071335.

Prior Council Review

The LED street light conversion project has been a topic of ongoing conversations over the past several years including prior Council discussions associated with adoption of the City's Transportation Improvement Plan as well as is contained as a specific action, Goal 1, Objective 1.2.4, of the City's adopted 2016-2021 Strategic Plan. On April 15, 2019, Council approved the LED fixture material purchase contract.

Action Requested

On September 23, 2019, award a construction contract for the LED Street Light Retrofit Project to the lowest responsive and responsible bidder, Magnum Power, LLC, of Kelso, Washington, at their bid price of \$1,112,656.88.

Chris Christofferson, City Traffic Engineer, 487-7716

ATTACHMENTS:

- ▣ Contract

CITY OF VANCOUVER

CONTRACT # _____

ITB #19-20: LED STREET LIGHT RETROFIT

THIS CONTRACT effective this ____ day of _____, 2019 is entered into by and between Magnum Power, LLC., 3458 N Pacific Ave., Kelso, WA 98626, hereinafter referred to as the Contractor, and the City of Vancouver, a municipal corporation of the State of Washington, hereinafter referred to as the Owner.

1. **Contractor's Obligation:** The Contractor, for and in consideration of the sum to be paid to it by the Owner in the manner and at the times provided, hereinafter and in the Specifications, and in consideration of the covenants and agreements herein contained, which documents are incorporated into and made a part of this contract, hereby agrees to furnish all materials, labor, tools, machinery and implements of every description necessary for construction and installation of the following improvements:

This Contract provides for the improvement of approximately 13,500 existing HID luminaires with LED luminaires all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

The Contract work shall be fully complete within 180 working days from the Notice to Proceed date.

The Contractor agrees to perform the work and furnish the materials in a most substantial and workmanlike manner and within the time limits stated in this Contract and in accordance with the Contract Documents specified in Section 18. The Contractor agrees that it will make all necessary arrangements for the obtaining of permits from the United States, State of Washington, and/or any of its agencies as may be necessary to do the work required and covered by this Contract.

2. **E-Verify Program:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Contract. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Contract are eligible to work in the United States. Contractor shall provide verification of compliance upon Owner request. Failure by Contractor to comply with this subsection shall be considered a material breach.
3. **Subcontractor Responsibility:** The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.

At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

4. **City of Vancouver Business & Occupational License:** Contractors will be required to get a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at 800-451-7985, or [go to www.bls.dor.wa.gov/cities/vancouver.aspx](http://www.bls.dor.wa.gov/cities/vancouver.aspx) or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

5. **Owner's Obligation:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the Owner, the Owner agrees to pay to the Contractor in the manner and at the times provided hereinafter and in the Contract Documents, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does includes 8.4% Washington State Sales Tax (if applicable):

\$1,112,656.88

One Million One Hundred Twelve Thousand Six Hundred Fifty Six Dollars 88/100

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

6. **Contractor's Insurance:** The Contractor agrees to procure insurance coverage as required by Section 1-07.18 of the Special Provisions.
7. **Contractor's Bond:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Contract Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price executed by itself as principal and by a surety company authorized to do business in the State of Washington as surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.
8. **Employment of Labor:** The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by law.
9. **Payment of Labor:** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the Bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is **August 27, 2019**.

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

9. **Payment to the Contractor:** Payment to the Contractor of the Contract price by the Owner shall be made in checks drawn on the fund provided therefore. Payment shall be in the manner provided below unless another manner has been specified in the Special Provisions.

Progress payments to the Contractor shall be made within 30 days of receipt of the signed progress payment request, as approved by the Owner, for work completed during the previous month. There will be reserved and retained from monies earned by the Contractor on estimates during the progress of the improvements of work, a sum equal to 5 percent of all such estimates. Said retained amount shall be held in trust in accordance with the Specifications and Chapter 60.28 RCW.

Payment of the retained percentage shall be withheld, by the owner, for a period of 45 days following the completion of all Contract work, as defined by WSDOT Section 1-01.3, and shall be paid the Contractor at the expiration of 60 days per Chapter 39.12 RCW and Chapter 60.28 RCW, in the event no claims, as provided by law, have been filed against such funds; and provided further, that releases or certificates have been obtained from the State Department of Labor and Industries, from the State Department of Revenue, and the Employment Security Department and all other departments and agencies having jurisdiction over the activities of the Contractor. In the event such claims are filed, the Contractor shall be paid such retained percentages less an amount sufficient to pay any such claims, together with a sum sufficient to defray the cost of foreclosure action and to cover attorney fees as determined by the Owner.

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

No payment shall be made to the Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed, with Procurement Services, the Labor and Industries executed Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in WAC 296-127-320 *Payroll*. A Contractor and all subcontractors shall, within ten days after it receives a written request, as defined by RCW 39.12.010(4) file a certified copy of the payroll records with the Owner. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

10. **Indemnity**: Contractor agrees to indemnify, defend, save and hold harmless the Owner, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Contract.

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

This indemnity and hold harmless shall include any claim made against the Owner by an employee of Contractor or subcontractor or agent of the Contractor, even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW. To the extent that such liability arises from the concurrent negligence of both the Owner and the Contractor, such cost, fees and expenses shall be shared between the Owner and the Contractor in proportion to their relative degrees of negligence. This indemnity and hold harmless shall NOT apply in the case where liability arises from the

sole negligence of the Owner. Contractor specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115.

11. **Ownership of Records and Documents – Public Disclosure:** All materials, writings and products produced by the Contractor in the course of performing this Contract shall immediately become the property of the Owner. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such materials, writings and products to the Owner. A copy may be retained by the Contractor. In the event the Owner receives a public record request for such materials, writings of products the Owner may, in its discretion, notify the Contractor of such request and withholds disclosure of such information for not less than five (5) business days to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the Owner from any costs, attorney fees, or penalty assessment under Chapter 42.56 RCW.
12. **Amendments:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Contract.
13. **Jurisdiction/Venue:** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Contract, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Clark. This Contract shall be governed by the law of the State of Washington.
14. **Assignment:** This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without express written authorization.
15. **Termination for Convenience:** The Owner, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the Owner.
16. **Termination for Cause:** In the event the Contractor is, or has been, in violation of the terms of this Contract, including the Invitation to Bid, the Owner reserves the right, upon written notice to the Contractor, to cancel, terminate, or suspend this contract in whole or in part for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for services performed in accordance with the manner of performance set forth in the Contract.

If it is later determined by the Owner that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, or events which are not the fault of or are

beyond the control of the Contractor, the Owner after setting up a new delivery or performance schedule, may allow the Contractor to continue work or treat the termination as a termination for convenience.

17. **Opportunity to Cure:** The Owner at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a “Notice to Cure” to Contractor setting forth the remedies sought by Owner and the deadline to accomplish the remedies. If the Contractor fails to remedy to the Owner’s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the Owner shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the Owner from also pursuing all available remedies against the Contractor and it’s sureties for said breach or default, including but not limited to termination of this Contract for convenience.
18. **Contract Documents & Order of Precedence:** The complete Contract includes these parts and any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):
1. Amendments to the Contract,
 2. This Contract,
 3. Addenda to the Solicitation,
 4. The Solicitation,
 5. Contractor’s Bid,
 6. Special Provisions,
 7. Contract Plan Set,
 8. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
 9. City of Vancouver Standard Plans,
 10. WSDOT Amendments to the WSDOT Standard Specifications,
 11. WSDOT Standard Specifications,
 12. WSDOT Standard Plans.
19. **Notices:** Whenever in this written Contract written notices are to be given or made, they may be sent by certified mail to the following people at the addresses as shown herein unless a different address is designated in writing or delivered to the respective party hereto:
- | | |
|------------------------------|--------------------|
| Owner: | Contractor: |
| Procurement Services Manager | Magnum Power, LLC |
| City of Vancouver | 3458 N Pacific Ave |
| 415 W 6 th St. | Kelso, WA 98626 |
| P O Box 1995 | |
| Vancouver WA 98668-1995 | |

Original signed at Vancouver, Washington, on the dates listed below. Signatures on next page.

CITY OF VANCOUVER
A municipal corporation

Eric Holmes, City Manager

DATE

Attest:

Natasha Ramras, City Clerk, Date: _____

Approved as to form:

Jonathon J. Young, Acting City Attorney
Date: _____

CONTRACTOR:

Signature:

By: Printed Name / Title, Date : _____

LABOR AND MATERIALS PAYMENT BOND

(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM. MUST BE ACCOMPANIED BY A POWER OF ATTORNEY FOR THE SURETY'S OFFICER AUTHORIZED TO SIGN)

KNOW ALL MEN BY THESE PRESENTS:

We the Undersigned _____ as
PRINCIPAL (Contractor) and _____
_____ a corporation organized and existing under and by virtue of the laws of the state of _____,
and duly authorized to do surety business in the state of
Washington and named on the current list of approved surety companies acceptable on federal
bonds and conforming with the underwriting limitations as published in the Authorized Insurance
List in the State of Washington published by the Office of the Insurance Commissioner and
which carries an "A" rating and is of the appropriate class for the bond amount as determined by
Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, unto CITY OF VANCOUVER, as
OBLIGEE, in the sum of _____
Dollars (\$_____) in lawful money of the United States of America, for the payment of that
sum for the use and benefit of claimants as defined below.

The condition of this obligation is such that whereas the PRINCIPAL entered into a
contract with CITY OF VANCOUVER dated _____, 20____, which
contract is hereunto annexed and made a part hereof, for accomplishment of the all contract
terms for the project described as follows:

ITB #19-20: LED STREET LIGHT RETROFIT

NOW THEREFORE, if the PRINCIPAL shall promptly make payments to all persons,
firms, subcontractors, corporations and/or others furnishing materials for or performing labor in
the prosecution of the Work provided for in the aforesaid contract, and any authorized extension
or modification thereof, including all amounts due for materials, equipment, mechanical repairs,
transportation, tools and services consumed or used in connection with the performance of such
Work, and for all labor performed in connection with such Work whether by subcontractor or
otherwise, and all other requirements imposed by law, then this obligation shall become null and
void; otherwise this obligation shall remain in full force and effect, subject, however, to the
following condition:

The above-named PRINCIPAL and SURETY hereby jointly and severally agree that
every claimant, who has not been paid in full, may sue on this bond for the use of such claimant,
prosecute the suit to final judgment in for such sum or sums as may be justly due claimant, and
have execution thereon. The OBLIGEE shall not be liable for the payment of any judgment,
costs, expenses or attorneys' fees of any such suit.

PROVIDED, FURTHER, that SURETY for the value received, hereby stipulates and agrees that all changes, extensions of time, alterations to the terms of the contract or to Work to be performed thereunder or the Specifications accompanying the same shall be within the scope of the SURETY's undertaking on this bond, and SURETY does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications shall automatically increase the obligation of the SURETY hereunder in a like amount, provided that the total of such increases shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the SURETY.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted, or if the full amount of the obligation is not exhausted and no claim is pending resolution, until such time as no further claims can be made pursuant to law with regard to the above-described project.

SURETY shall indemnify, defend, and protect the CITY OF VANCOUVER against any claim of direct or indirect loss resulting from the failure of the CONTRACTOR (or any of the employees, subcontractors, or lower tier subcontractors of the CONTRACTOR) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, materialpersons, or any other person who provides supplies or provisions for carrying out the work.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for all obligations of this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

SURETY

CONTRACTOR

By:_____

By*:_____

Title:_____

Title:_____

Street Address

Street Address

City, State ZIP

City, State ZIP

Phone Number

Phone Number

* Must be signed by president or vice-president of Contractor.

PERFORMANCE BOND

(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM. MUST BE ACCOMPAINED BY A POWER OF ATTORNEY FOR THE SURETY'S OFFICER AUTHORIZED TO SIGN)

KNOW BY ALL MEN BY THESE PRESENTS:

We the undersigned _____ as
PRINCIPAL (hereinafter called CONTRACTOR), and _____
_____ a corporation organized and existing under and by virtue of the laws of the state of _____
_____ duly authorized to do surety business in the state of Washington
and named on the current list of approved surety companies acceptable on federal bonds and
conforming with the underwriting limitations as published in the Authorized Insurance List in the
State of Washington published by the Office of the Insurance Commissioner and which carries an
"A" rating and is of the appropriate class for the bond amount as determined by Best's Rating
System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally, to pay to CITY OF VANCOUVER as OBLIGEE
(hereinafter called CITY OF VANCOUVER), the amount of _____
_____ Dollars (\$ _____) in lawful money of the United
States of America.

WHEREAS, the CONTRACTOR entered into a contract with CITY OF VANCOUVER
dated _____, 20____, which Contract is hereunto annexed and made a part
hereof, for accomplishment of the all contract terms for the project described as follows:

ITB #19-20: LED STREET LIGHT RETROFIT

NOW, THEREFORE, the condition of this obligation is such that if the CONTRACTOR
shall promptly, truly and faithfully perform all the undertakings, covenants, terms, conditions,
and agreements of the aforesaid contract and having performed its obligations thereunder, then
this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever CONTRACTOR shall be declared by CITY OF VANCOUVER to be in
default under the Contract Documents for the project described herein, the SURETY shall
promptly remedy the default by completing the project in accordance with the Contract
Documents and the project Specifications with a contractor approved by the CITY OF
VANCOUVER. SURETY, for value received, further stipulates and agrees that all changes,
extensions of time, alterations, or additions to the terms of the Contract or Specifications for the
above described contract are within the scope of the SURETY's undertaking on this bond, and
SURETY hereby waives notice of any such change, extension of time, alteration or addition to
the terms of the contract or to the Work or to the Specifications. Any such change, extension of
time, alteration or addition to the terms of the contract or to the Work or to the Specifications
shall automatically increase the obligation of the Surety hereunder in a like amount, provided that
such increase shall not exceed twenty-five percent (25%) of the original amount of the obligation
without the consent of the Surety.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted.

SURETY shall indemnify, defend, and protect the CITY OF VANCOUVER against any claim of direct or indirect loss resulting from the failure of the CONTRACTOR (or any of the employees, subcontractors, or lower tier subcontractors of the CONTRACTOR) to faithfully perform the terms of the contract.

No right of action shall accrue on this bond to or for the use of any person or corporation other than CITY OF VANCOUVER or its heirs, executors, administrators, successors or assigns.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for obligations on this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

SURETY

By:_____

Title:_____

Street Address

City State ZIP

Phone Number

CONTRACTOR

By*:_____

Title:_____

Street Address

City State ZIP

Phone Number

* Must be signed by president or vice-president of Contractor.



Staff Report 133-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/23/2019

SUBJECT Renewal of Residential Leases for two park properties (East Biddle Lake and Property adjacent to Benjamin Franklin Elementary School)

Key Points

- Parcels near East Biddle Lake and Benjamin Franklin Elementary School were purchased for future neighborhood park purposes.
- Development funds are not currently available for park development at these two parcels.
- The City has been leasing the residential structure on each parcel for several years.
- Renewing the residential leases at both properties will ensure continued revenue, a caretaker presence and reduce interim maintenance expenses.

Strategic Plan Alignment

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

Present Situation

East Biddle Lake

The City of Vancouver purchased an in-holding of 1.61 acres adjoining the eastern boundary of Columbia Springs in 2013 utilizing Park Impact Fee funding. After formal termination of a life tenancy in 2016, possession transitioned to the City. The intent of the purchase was to provide urban park opportunities for the surrounding neighborhood as well as expand opportunities for environmental education in partnership with Columbia Springs. The City has leased the residential structure since receiving ownership in 2016.

The City and Columbia Springs entered into a Memorandum of Understanding (MOU) detailing potential transition of site management and maintenance to Columbia Springs upon entering into a long-term lease agreement. Implementation of a future lease agreement requires demonstration of plans for interim and long-term use (including how the site will serve neighborhood park

purposes), how both City properties will be incorporated into the Columbia Springs master plan, as well as proposed site improvements, management, operations and funding.

Columbia Springs continues their planning processes to update their master plan, determine a sustainable use for the property, and secure funding for site improvements, maintenance and operations consistent with the intent of the MOU; however, Columbia Springs is not yet in a position to take over management of this site. In order to provide continued caretaker presence, grounds maintenance and prevent vagrancy and vandalism issues, staff recommends an additional 12-month lease of the East Biddle Lake residence and associated property. The residential lease is for \$1,200 per month for a 12-month period and includes the responsibilities for site maintenance.

Parcel near Benjamin Franklin Elementary School

This property was purchased in 2002 in coordination with Columbia Land Trust for a future neighborhood park. Park Impact Fees and a state grant supported the land acquisition. The City has leased the residential structure on the property since the original purchase.

In order to provide continued caretaker presence, grounds maintenance, and prevent vagrancy and vandalism issues, staff recommends an additional 12-month lease of this residence and associated property. The residential lease is for \$1,500 per month for a 12-month period and includes responsibilities for site maintenance.

Advantage(s)

1. City of Vancouver Parks & Recreation Department will continue to receive net revenue for this property.
2. On-site caretakers provide security and reduced maintenance expenses.
3. Rent revenues support any necessary residential structure repairs.

Disadvantage(s)

None

Budget Impact

Revenue has been accounted for in the 2019-2020 budget

Prior Council Review

None

Action Requested

Authorize the City Manager, or his designee, to execute documents for Real Estate Lease for East Biddle Lake and the parcel near Benjamin Franklin School.

Linda Carlson, Property Management Specialist, 487-8423

ATTACHMENTS:

- ▣ East Biddle Lake Real Estate Lease
- ▣ East Biddle Lake Exhibit A
- ▣ Franklin School Parcel Real Estate Lease
- ▣ Franklin School Exhibit A

REAL ESTATE LEASE

East Biddle Lake – Graham Property

This Lease Agreement (“Lease”) is made effective as of September 1, 2019 by and between City of Vancouver, a municipal corporation formed under the laws of the State of Washington (“Lessor”), and Nic Koepke (“Lessee”). The parties agree as follows:

W I T N E S S E T H:

For the rental and upon the terms, conditions and stipulations hereinafter set forth, the Lessor hereby leases to the Lessee the following described property situated in the City of Vancouver, County of Clark, State of Washington. The parties agree as follows:

PREMISES: Lessor, in consideration of the lease payments provided in this Lease, leases to Lessee a single family residence, including 1.61 acres of property, (the “Premises”) located at 12700 SE Evergreen Hwy. Vancouver, WA 98668. An aerial print defining the lease area of the Premises is attached as Exhibit A.

TERM: The Lease term shall be for approximately twelve months beginning September 1, 2019 and ending on August 31, 2020.

RENEWAL TERMS: Notwithstanding the provisions of the preceding paragraph, Lessee may, with written consent of Lessor, renew this Lease in one year increments provided that Lessee gives written notice of the intent to renew within 60 days of termination of the Lease. Lease payments and conditions of this Real Estate Lease are subject to revision at the time of such renewals.

LEASE PAYMENTS: The monthly rental rate shall be \$1,200 which includes all applicable taxes.

TAX: In accordance with RCW Chapter 82.29A, the Lessor agrees to pay the required Leasehold Excise Tax (presently assessed at 12.84% of contract rent), which is calculated into the monthly rental rate.

Rent shall be due to the Lessor on the 15th day of each month. If at any time during the term of this Lease, or any extensions thereof, the Lessee is delinquent in the payment of rent in an amount equal or greater than one (1) times the amount of a single month’s rent, this Lease shall automatically terminate 30 days following the date such rent arrearage accrued. Lessee shall then be required to vacate the Premises immediately, without further notice from Lessor.

DELIVERY OF POSSESSION: Should Lessor be unable to deliver possession of the Premises on the date fixed for the commencement of the term, commencement will be deferred and Lessee shall owe no rent until notice from Lessor tendering possession to Lessee. If possession is not so tendered within 90 days following commencement of the term, then Lessee may elect to cancel this Lease by notice to Lessor within 10 days following expiration of the 90-day period. Lessor shall have no liability to Lessee for delay in delivering possession, nor shall such delay extend the term of this Lease in any manner unless the parties execute a written extension agreement.

TERMINATION: The Lessee may terminate this lease on 20 days written notice. Lessor may terminate this lease on 20 days written notice if Lessee is found in violation of any term of this lease.

SURRENDER/HOLDOVER: On expiration or early termination of this Lease Lessee shall deliver all keys to Lessor and surrender the Premises vacuumed, swept, and free of debris and in the same condition as at the commencement of the term subject only to reasonable wear from ordinary use. Lessee shall remove all of its furnishings. Failure to remove shall be an abandonment of the property, and Lessor may dispose of it in any manner without liability. If Lessee fails to vacate the Premises when required, including failure to remove all its personal property, Lessor may elect either: (i) to treat Lessee as a Tenant from month to month, subject to the provisions of this Lease except that rent shall be one-and one-half times the total rent being charged when the Lease term expired, and any option or other rights regarding extension of the term or expansion of the Premises shall no longer apply; or (ii) to eject Lessee from the premises and recover damages caused by wrongful holdover.

NOTIFICATION: The Lessor shall provide 60 day notice of any changes in regards to number of acres, access to outbuildings, lease payments, and/or intention to not renew the lease.

MAINTENANCE: Lessee shall have the responsibility to maintain the Premises in good repair at all times. The Lessor shall be responsible for certain maintenance functions performed by licensed trade union workers, including, but not limited to, certified carpentry, plumbing, and electrical work. Lessee will contact Jeremy Kanooth, City of Vancouver Parks & Recreation, at 360-487-8320 to arrange for needed maintenance. Lessor shall have no liability for failure to perform required maintenance and repair unless written notice of such maintenance or repair is given by Lessee and Lessor fails to commence efforts to remedy the problem in a reasonable time and manner. Lessor shall have no liability for interference with Lessee's use because of repairs and installations.

LAWN/SHRUB BED CARE: Lessee shall be responsible for adequately maintaining the lawn, shrubs and shrub beds in a park like manner consistent with the move in level of care. If the Lessee fails to adequately maintain the lawn, shrubs and shrub beds, the Lessor may, after providing notice to Lessee, mow the lawn and provide maintenance to the shrubs and shrub bed areas and Lessee shall be responsible for the cost of this work.

PLUMBING: Lessee acknowledges that all toilets are flushing properly, all drains are draining properly, and the septic system is in working condition at time of move-in. It is the Lessee's responsibility to repair drains and toilets if they become clogged. If it is determined the clog is outside the walls of the residence, the repair will be the responsibility of the Lessor.

APPLIANCES: The appliances currently provided (stove/oven and dishwasher) are in AS IS condition. Should these appliances need repair and/or replacing, the repair and replacement will be the responsibility of the Lessee. Any new appliances purchased will become the property of the Lessee at termination of the Lease

WINDOWS: Lessee acknowledges the condition of all windows at time of move-in. Lessee is responsible for the repair of any broken windows during the time of residency.

HEAT: Lessee acknowledges the proper operation of the forced air furnace at time of move-in. The Lessor will repair the furnace in the event of failure.

MISC: Lessee shall not accumulate waste, scrap, or inoperable vehicles on the Premises. The Lessor may undertake the responsibility for removal of waste, scrap, or inoperable vehicles and bill the Lessee for the expense thereof, if the Lessee fails to remove said items after having been provided written notice by the Lessor.

REMODELING OR STRUCTURAL IMPROVEMENTS: Lessee may paint, remodel and/or construct new or improved fixtures on the Premises (at Lessee's expense) that appropriately facilitate its use. Such work shall be undertaken and such fixtures may be erected only with the prior written consent of the Lessor. Any improvements made shall become part of the leased premises and shall not be removed at the termination of this lease, unless agreed upon by Lessor.

POSSESSION: Lessee shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Lessor on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

USE OF PREMISES/ABSENCES: Lessee shall occupy and use the Premises as a dwelling unit. Lessee shall notify Lessor of any anticipated extended absence from the Premises not later than the first day of the extended absence. Lessee shall be responsible to observe the adjoining City property and notify Lessor of any damage, illegal use, or potentially dangerous conditions on the adjoining city property.

ASSIGNABILITY/SUBLETTING: Lessee may not assign or sublease any interest in the Premises.

KEYS: Two (2) keys shall be provided to Lessee and are to be returned to the Lessor on the last day of the term of the Lease.

PETS: Pets shall not be allowed without the prior written consent of the Lessor. Lessor reserves the right to deny a pet request of the Lessee if it deems it to be in the best interest of the City.

ACCESS BY LESSOR TO PREMISES: Subject to Lessee's consent, which shall not be unreasonably withheld, Lessor shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, Lessees or workers. Prior to entry, Lessor shall, when possible, provide Lessee 48 hour notice prior to entry and will work with Lessee to minimize any inconvenience created by the entry. As provided by law, in the case of an emergency, Lessor may enter the Premises without Lessee's consent.

UTILITIES AND SERVICES: Lessee shall be responsible for all utilities and services in connection with the Premises.

PROPERTY INSURANCE: Lessor and Lessee shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Lessee shall obtain renter's insurance. The liability coverage, per person, shall not be less than \$300,000. The Lessor must be added as additional insured on such renter's insurance with respect to this lease. All liability insurance policies will be endorsed to show this additional coverage.

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without thirty (30) days written notice.

As evidence of the insurance coverage required by this lease, the Lessee shall furnish a Certificate of Insurance to City of Vancouver, Attn: Linda Carlson, PO Box 1995, Vancouver, Washington 98668-1995 within ten (10) days of execution of this lease.

HOLD HARMLESS: Lessee shall not allow any liens to attach to the Building or Lessee's interest in the Premises as a result of its activities. Lessee shall indemnify, defend, and hold harmless Lessor and its officers, agents, employees and assigns from any claim, liability, damage, or loss of any nature occurring on or about the Premises, arising out of any activity by Lessee, its agents, or invitees or resulting from Lessee's failure to comply with any term of this Lease. Neither Lessor, nor its officers, agents, employees and assigns, shall have any liability to Lessee because of loss or damage to Lessee's property or for death or bodily injury caused by the

acts or omissions of third parties (including criminal acts). Provided, that this paragraph shall not apply to injuries, damages or death caused by sole negligence of the Lessor.

DANGEROUS MATERIALS: Lessee shall not keep or have on the Premises any article or thing of a dangerous inflammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Lessor is obtained and proof of adequate insurance protection is provided b Lessee to Lessor.

LIENS: Lessee shall keep premises and every part thereof free and clear of any and all mechanic, materialman's, sewer and other liens.

DESTRUCTION OR CONDEMNATION OF PREMISES: If the Premises are partially destroyed in a manner that prevents the conducting of Lessee's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, and if the cost of repair is less than \$1,000.00, Lessor shall repair the Premises and lease payments shall abate during the period of the repair. However, if the damage is not repairable within sixty days, or if the cost of repair is \$1,000.00 or more, or if Lessor is prevented from repairing the damage by forces beyond Lessor's control, or if the property is condemned, this Lease shall terminate upon thirty days written notice of such event or condition by either party.

HABITABILITY: Lessee has inspected the Premises and fixtures (or has had the premises inspected on behalf of Lessee), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes so that, in Lessee's opinion, the habitability and rental value of the Premises are adversely affected, Lessee shall promptly provide reasonable notice to Lessor.

NOTICE: Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LESSOR:	City of Vancouver	LESSEE:	Nic Koepke
	Attn: Linda Carlson		12700 SE Evergreen Hwy.
	PO Box 1995		Vancouver, WA 98668
	Vancouver, WA 98668-1995		

STATUS OF PARTIES: It is agreed that for any maintenance work called for in this lease, Lessee is an independent contractor and not an employee of Lessor. Lessor is only interested in the result of the maintenance and will not supervise the manner performing the maintenance. Lessee shall be liable for any and all taxes relating to any maintenance performed.

SPACE LEASED "AS IS": Unless otherwise stated in this Lease, the Premises are leased AS IS in the condition now existing with no alterations or other work to be performed by Lessor.

ENTIRE AGREEMENT: This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY: If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provisions it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

GOVERNING LAW & VENUE: This Lease shall be construed in accordance with the laws of the State of Washington, and any action brought under this agreement shall be brought in Clark County, Washington Superior Court.

By: _____
Eric J. Holmes, City Manager

By: _____
Nic Koepke, Lessee

Approved As to Form:

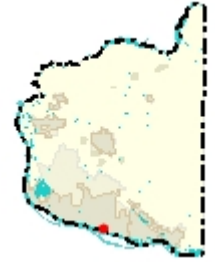
Jonathan Young, Acting City Attorney

Attest:

Natasha Ramras, City Clerk
By Carrie Lewellen, Deputy City Clerk



Exhibit "A" - Graham rental



Legend

- ☐ Taxlots
- All Roads
 - Interstate or State Route
 - Arterial
 - Collector
 - Private or Other
- ☐ Cities Boundaries
- ☐ Urban Growth Boundaries

Notes:

225.9 0 112.97 225.9 Feet

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Clark County, WA. GIS - <http://gis.clark.wa.gov>

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REAL ESTATE LEASE

This Lease Agreement ("Lease") is made effective as of August 1, 2019, by and between City of Vancouver ("Lessor"), and Louis LaPierre and Pamela Wright ("Lessee"). The parties agree as follows:

W I T N E S S E T H:

For the rental and upon the terms, conditions and stipulations hereinafter set forth, the Lessor hereby leases to the Lessee the following described property situated in the City of Vancouver, County of Clark, State of Washington. The parties agree as follows:

PREMISES: Lessor, in consideration of the lease payments provided in this Lease, leases to Lessee a single family residence, including 0.6 acres of property, (the "Premises") located at 4900 NW Franklin St. Vancouver, WA 98683. An aerial print defining the lease area of the Premises is attached as Exhibit A.

TERM: The Lease term shall be for one year beginning on August 1, 2019 and ending on July 31, 2020.

RENEWAL TERMS: Notwithstanding the provisions of the preceding paragraph, after July 31, 2020, Lessee may, with written consent of Lessor, renew this Lease in one year increments provided that Lessee gives written notice of the intent to renew within 60 days of termination of the Lease. Lease payments and conditions of this Real Estate Lease are subject to revision at the time of such renewals.

HOLDOVER: If Lessee maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Lessee shall pay to Lessor a pro-rated lease payment for the Holdover Period based on the terms of the following Lease Payments paragraph.

LEASE PAYMENTS: The monthly rental rate shall be \$1,500.00, which includes the Leasehold Excise Tax.

TAX: In accordance with RCW Chapter 82.29A, the Lessor agrees to pay the required Leasehold Excise Tax (presently assessed at 12.84% of contract rent), which is calculated into the monthly rental rate.

Rent shall be due to the Lessor on the 15th day of each month. If at any time during the term of this Lease, or any extensions thereof, the Lessee is delinquent in the payment of rent in an amount equal or greater than one (1) times the amount of a single month's rent, this Lease shall automatically terminate 30 days following the date such rent arrearage accrued. Lessee shall then be required to vacate the Premises immediately, without further notice from Lessor.

TERMINATION: The Lessee may terminate this lease on 20 days written notice. Lessor may terminate this lease on 20 days written notice if Lessee is found in violation of any term of this lease.

NOTIFICATION: The Lessor shall provide 60 day notice of any changes in regards to number of acres, access to outbuildings, lease payments, and/or intention to not renew the lease.

MAINTENANCE: Lessee shall have the responsibility to maintain the Premises in good repair at all times. The Lessor shall be responsible for certain maintenance functions performed by licensees trade union workers, including, but not limited to, certified carpentry, plumbing, and electrical work. Lessee will contact Jeremy Kanooth, City of Vancouver Parks & Recreation, at 360-487-8320 to arrange for maintenance.

LAWN/PASTURE/SHRUB BED CARE: Lessee shall be responsible for adequately maintaining the lawn, shrubs and shrub beds. If the Lessee fails to adequately maintain the lawn, shrubs and shrub beds, the Lessor may, after providing notice to Lessee, mow the lawn and provide maintenance to the shrubs and shrub bed areas and Lessee shall be responsible for the cost of this work.

PLUMBING: Lessee acknowledges that all toilets are flushing properly, all drains are draining properly, and the sanitary sewer is in working condition at time of move-in. It is the Lessee's responsibility to repair drains and toilets if they become clogged. If it is determined the clog is outside the walls of the residence, the repair will be the responsibility of the Lessor.

APPLIANCES: The appliances currently provided are in AS IS condition. Should these appliances need repair and/or replacing, the repair and replacement will be the responsibility of the Lessee. Any new appliances purchased will become the property of the Lessee at termination of the Lease

WINDOWS: Lessee acknowledges the condition of all windows at time of move-in. Lessee is responsible for the repair of any broken windows during the time of residency.

HEAT: Lessee acknowledges the proper operation of the forced air furnace at time of move-in. The Lessor will repair the furnace in the event of failure.

MISC: Lessee shall not accumulate waste, scrap, or inoperable vehicles on the Premises. The Lessor may undertake the responsibility for removal of waste, scrap, or inoperable vehicles and bill the Lessee for the expense thereof, if the Lessee fails to remove said items after having been provided written notice by the Lessor. The Lessee agrees to remove any invasive, non-native weeds in adjoining city owned property. Fences around the property will be maintained to not allow vegetation to grow into fabric.

REMODELING OR STRUCTURAL IMPROVEMENTS: Lessee may paint, remodel and/or construct new or improved fixtures on the Premises (at Lessee's expense) that appropriately facilitates its use. Such work shall be undertaken and such fixtures may be erected only with the prior written consent of the Lessor. Any improvements made shall become part of the leased premises and shall not be removed at the termination of this lease, unless agreed upon by Lessor.

POSSESSION: Lessee shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Lessor on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

USE OF PREMISES/ABENCES: Lessee shall occupy and use the Premises as a dwelling unit. Lessee shall notify Lessor of any anticipated extended absence from the Premises not later than the first day of the extended absence. Lessee shall be responsible to observe the adjoining City property and notify Lessor of any damage, illegal use, or potentially dangerous conditions on the adjoining city property.

ASSIGNABILITY/SUBLETTING: Lessee may not assign or sublease any interest in the Premises.

KEYS: Two (2) keys shall be provided to Lessee and are to be returned to the Lessor on the last day of the term of the Lease.

PETS: Pets shall not be allowed without the prior written consent of the Lessor. The Lessee Pet Agreement must be signed, dated and returned to the Lessor prior to pet occupancy.

ACCESS BY LESSOR TO PREMISES: Subject to Lessee's consent, which shall not be unreasonably withheld, Lessor shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, Lessees or workers. As provided by law, in the case of an emergency, Lessor may enter the Premises without Lessee's consent.

UTILITIES AND SERVICES: Lessee shall be responsible for all utilities and services in connection with the Premises.

PROPERTY INSURANCE: Lessor and Lessee shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Lessee shall obtain renter's insurance. The liability coverage, per person, shall not be less than \$300,000. The Lessor must be added as additional insured on such renter's insurance with respect to this lease. All liability insurance policies will be endorsed to show this additional coverage.

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without thirty (30) days written notice.

As evidence of the insurance coverage required by this lease, the Lessee shall furnish a Certificate of Insurance to City of Vancouver, Attn: Terry Snyder, PO Box 1995, Vancouver, Washington 98668-1995 within ten (10) days of execution of this lease.

HOLD HARMLESS: Lessee shall hold harmless the Lessor from all damages of every kind and nature whatsoever that may be claimed or accrued by reason of any accident on or about the leased premises. It is agreed that neither the Lessor nor the Lessor's agents shall be liable for the death or injury to any person in or about the premises or for the loss of or damage to any property of the Lessee. Provided, that this paragraph shall not apply to injuries, damages or death caused by sole negligence of the Lessor.

DANGEROUS MATERIALS: Lessee shall not keep or have on the Premises any article or thing of a dangerous inflammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Lessor is obtained and proof of adequate insurance protection is provided by Lessee to Lessor.

LIENS: Lessee shall keep premises and every part thereof free and clear of any and all mechanic, materialman's, sewer and other liens.

DESTRUCTION OR CONDEMNATION OF PREMISES: If the Premises are partially destroyed in a manner that prevents the conducting of Lessee's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, and if the cost of repair is less than \$1,000.00, Lessor shall repair the Premises and lease payments shall abate during the period of the repair. However, if the damage is not repairable within sixty days, or if the cost of repair is \$1,000.00 or more, or if Lessor is prevented from repairing the damage by forces beyond Lessor's control, or if the property is condemned, this Lease shall terminate upon thirty days written notice of such event or condition by either party.

HABITABILITY: Lessee has inspected the Premises and fixtures (or has had the premises inspected on behalf of Lessee), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes so that, in Lessee's opinion, the habitability and rental value of the Premises are adversely affected, Lessee shall promptly provide reasonable notice to Lessor.

NOTICE: Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LESSOR: City of Vancouver
ATTN: Linda Carlson
PO Box 1995
Vancouver, WA 98668-1995

LESSEE: Louis LaPierre
Pamela Wright
4900 NW Franklin St.
Vancouver, WA 98663

STATUS OF PARTIES: It is agreed that for any maintenance work called for in this lease, Lessee is an independent contractor and not an employee of Lessor. Lessor is only interested in the result of the maintenance and will not supervise the manner performing the maintenance. Lessee shall be liable for any and all taxes relating to any maintenance performed.

ENTIRE AGREEMENT: This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY: If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provisions it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

GOVERNING LAW: This Lease shall be construed in accordance with the laws of the State of Washington.

By: _____
Eric J. Holmes, City Manager

By: _____
Louis LaPierre, Lessee

By: _____
Pamela Wright, Lessee

Approved As to Form:

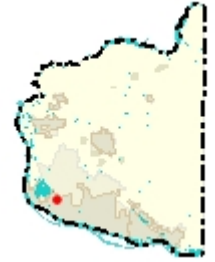
Jonathan Young, Acting City Attorney

Attest:

Natasha Ramras, City Clerk
By Carrie Lewellen, Deputy City Clerk



Exhibit A - Park Property at Benjamin Franklin Elementary



Legend

- Taxlots
- Cities Boundaries
- Urban Growth Boundaries



1: 678



113.0 0 56.50 113.0Feet

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Clark County, WA. GIS - <http://gis.clark.wa.gov>

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Notes:



Staff Report 134-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/23/2019

SUBJECT Speed Limit Reductions, Various Locations

Key Points

- The land use surrounding Grand Blvd is predominantly residential. Lowering the speed limit to 25 MPH will increase safety in the neighborhoods and increase safety along the frontage of the Navigation Center.
- SE Columbia Way is designated as a bike route. Lowering the speed limit to 25 MPH will increase the safety and comfort of bicyclists.
- SE Hearthwood Blvd and SE Park Crest Ave have increased pedestrian activity within neighborhoods, businesses, and the Hearthwood Elementary school. Lowering the speed limit to 25 MPH will increase pedestrian safety. A speed posting of 25 MPH is consistent with other residential streets.
- SE 1st St is planned for an urban arterial upgrade in 2022. Lowering the speed limit to 35 MPH is consistent with the other arterial streets in the City.
- NE 137th Ave is planned for an urban arterial upgrade in 2022. Lowering the speed limit to 35 MPH is consistent with the other arterial streets in the City.

Strategic Plan Alignment

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

Present Situation

Recent requests have been made by the citizens of Vancouver to review and evaluate the current speed limits on six city streets.

Staff investigated each of the six streets that included: collecting traffic counts and speed survey data, site visits and review of current land use. Staff is recommending the changes based on the following:

Grand Blvd has a posted speed limit of 30 MPH from E 33rd St to Mill Plain Blvd, 25 MPH from Mill Plain Blvd to E 5th St and 35 MPH from E 5th St to Columbia House Blvd. In an effort to provide consistency, the speed limit will be lowered to 25 MPH for the entire street. Lowering the speed limit to 25 MPH will increase safety in the neighborhoods and increase safety along the frontage of the Navigation Center.

SE Columbia Way has a posted speed limit of 30 MPH from SE Columbia Shores Blvd to a point 215 feet west of the land bridge crosswalk. Columbia Way is designated as a bike route. This section of Columbia Way was also recently resurfaced as part of the 2019 Pavement Management Program. Bicycle sharrows were installed to alert drivers to share the road with cyclists and speed cushions are also in the process of being installed. The speed cushions, sharrows, and 25 MPH speed limit are designed to increase safety for bicyclists.

SE Hearthwood Blvd has a posted speed limit of 30 MPH from NE 9th St to SE Mill Plain Blvd. Due to the residential land use and proximity of the Hearthwood Elementary school, a residential speed posting of 25 MPH is appropriate for this street.

SE Park Crest Ave has a posted speed limit of 30 MPH from SE Mill Plain Rd to SE Blairmont Dr. South of SE Blairmont Dr, SE Park Crest Ave is posted 25 MPH. SE Park Crest Ave has a land use mix of business and residential. There is frequent pedestrian activity along this corridor. Reducing the speed to 25 MPH are designed to increase safety for pedestrians and provide a consistent speed posting for the entire street.

SE 1st St has a posted speed limit of 40 MPH from NE 162nd Ave to NE 192nd Ave. This section of SE 1st St is planned for an urban arterial upgrade in 2022. Upgrades include a center left turn lane, protected bike lanes, sidewalks, street lights and storm water facilities. The urban upgrade project is in the design phase. The engineers are using a posted speed of 35 MPH for roadway design. A 35 MPH speed posting is consistent with the other arterial streets in the City. The new speed limit will be posted during construction.

SE 137th Ave has a posted speed limit of 40 MPH from NE 49th St to Fourth Plain Blvd. This section of SE 137th Ave is planned for an urban arterial upgrade in 2022. Upgrades include a center left turn lane, bike lanes, sidewalks, street lights and storm water facilities. The urban upgrade project is in the design phase. The engineers are using a posted speed of 35 MPH for roadway design. A 35 MPH speed posting is consistent with the other arterial streets in the City. The new speed limit will be posted during construction.

Advantage(s)

Improves safety by reducing driver speeds.

Disadvantage(s)

None

Budget Impact

New speed limit signs for all locations will cost a total of \$3,000.

Prior Council Review

None

Action Requested

Adopt a resolution establishing a speed limit of:

- 25 MPH on Grand Blvd between E 33rd St and Columbia House Blvd
- 25 MPH on SE Columbia Way between SE Columbia Shores Blvd and 215 Ft west of the land bridge crosswalk
- 25 MPH on SE Hearthwood Blvd between NE 9th St and SE Mill Plain Rd
- 25 MPH on SE Park Crest Ave between SE Mill Plain Rd and SE Blairmont Dr
- 35 MPH on SE 1st St between NE 162nd Ave to NE 192th Ave
- 35 MPH on NE 137th Ave between NE 49th St to Fourth Plain Blvd

Chris Christofferson, City Traffic Engineer, 487-7716

ATTACHMENTS:

- ▢ Resolution

9/23/2019

RESOLUTION NO. M-_____

A RESOLUTION relating to traffic and establishing new speed limits along six sections of City streets including Grand Blvd, SE Columbia Way, SE Hearthwood Blvd, SE Park Crest Ave, SE 1st St, and NE 137th Ave.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. As recommended in SR _____, establishment of the following:

- 25 MPH on Grand Blvd between E 33rd St to Columbia House Blvd
- 25 MPH on SE Columbia Way between SE Columbia Shores Blvd to 215 Ft west of the land bridge crosswalk
- 25 MPH on SE Hearthwood Blvd between NE 9th St and SE Mill Plain Rd
- 25 MPH on SE Park Crest Ave between SE Mill Plain Rd and SE Blairmont Dr
- 35 MPH on SE 1st St between NE 162nd Ave to NE 192th Ave
- 35 MPH on NE 137th Ave between NE 49th St to Fourth Plain Blvd

Section 2. The Department of Public Works is authorized to install all signs necessary to effectuate Section 1.

DATED this _____, of _____, 2019.

Anne McEnerny-Ogle, Mayor

RESOLUTION - 1

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, Acting City Attorney

RESOLUTION - 2



Staff Report 135-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/23/2019

SUBJECT Remove surplus and authorize transfer of property located along NE 192nd Avenue

Key Points

- Public Works acquired the subject property as part of the 192nd Avenue extension project in 2004.
- Property was designated surplus and Council authorized staff to pursue necessary land use actions to lawfully convey the property on December 7, 2015, by resolution M-3875.
- Staff has completed all necessary land use actions and Parks has determined a need for the parcel to be used as a park and trailhead.
- The revenue from the transfer of this property will be used to help fund the Transportation System Plan update.

Strategic Plan Alignment

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

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

Present Situation

The Public Works department acquired the subject property in 2004 as part of the 192nd Avenue extension project. The property was acquired as a wetland mitigation site. After several years of attempting to make the wetland site work, both the Army Corps of Engineers (Corps) and the Washington State Department of Ecology (DOE) agreed that the wetland had failed and the City should purchase wetland mitigation credits instead.

After fulfilling the requirements of the Corps and DOE, the City decided to surplus the property (resolution M-3875). In order to surplus the property several land use actions were needed, including removing the wetland mitigation covenant, altering the original plat, and short platting the

property. All of these land use actions have been completed and the parcel is now a 2.06-acre developable lot (parcel #986051673).

The City's Parks and Recreation Department has determined that this parcel could be used for a future east side park and trailhead for the 192nd Avenue viewpoint. Per the attached memorandum of understanding, the Parks Department is willing to pay Public Works Department the appraised value of \$750,000. The revenues from the transfer of this property will be used to help fund the Transportation System Plan update.

Advantage(s)

1. Allows for future development of a park and trailhead on the east side of the City.
2. Helps advance the Transportation System Plan update.

Disadvantage(s)

None.

Budget Impact

None. Revenues and expenses have already been accounted for in the adopted budget via PRJ033748.

Prior Council Review

December 7, 2015 (resolution M-3875) - declaration of surplus property

Action Requested

On September 23, 2019, adopt a resolution removing surplus declaration and authorizing transfer of real property located along NE 192nd Avenue from Public Works Department to the Parks Department.

Chris Malone, Public Works Finance & Asset Manager, 487-7711

ATTACHMENTS:

- ▣ Resolution
- ▣ Memorandum of Understanding
- ▣ Map of subject parcel

09/23/19

RESOLUTION NO. M-_____

A RESOLUTION determining that approximately two acres of real property located on SE 192nd Avenue is not surplus to the City's needs and authorizing transfer of such real property from the Department of Public Works to the Department of Parks and Recreation for use as a public park.

WHEREAS, in 2004 the City's Public Works Department acquired real property, Clark County parcel number 986051673, which is shown on Exhibit A (the "Subject Parcel"), as part of the 192nd Avenue improvement project; and

WHEREAS, the Subject Property was purchased as a wetland mitigation site; however, after failing as a mitigation site, the City purchased wetland bank mitigation credits, releasing the Subject Property from wetland mitigation requirements; and

WHEREAS, on December 7, 2015, by resolution M-3875 the City Council declared the Subject Property as surplus to the City's needs and authorized City staff to pursue certain land use actions so that the Subject Property could be lawfully conveyed; and

WHEREAS, City Council further declared that the Subject Property would be disposed of through negotiated sale; and

WHEREAS, City staff completed the land use actions so that the Subject Property is now a separate legal lot, is not subject to a restrictive covenant, and may be lawfully conveyed; and

WHEREAS, the City's Director of Parks and Recreation would like the City to retain ownership of the Subject Property for use as a park and trailhead; and

RESOLUTION - 1

WHEREAS, the Parks Department has recognized a need for more public parks on the east side of Vancouver, and the Subject Property would help fill a service gap in that area; and

WHEREAS, the City Council has determined that the City should retain the Subject Property for park purposes.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The foregoing recitals are incorporated and fully made a part of this resolution.

Section 2. The Subject Property is no longer surplus to the City's needs and should be retained by the City for use as a public park.

Section 3. City staff is authorized to execute the Memorandum of Understanding ("MOU"), attached as Exhibit B, and directed to transfer the Subject Property between Departments in accordance with the MOU.

Section 4. This resolution shall take effect and be in force immediately upon its passage.

ADOPTED at a Regular Meeting of the Vancouver City Council this 23rd day of September, 2019.

Anne McEnery-Ogle, Mayor

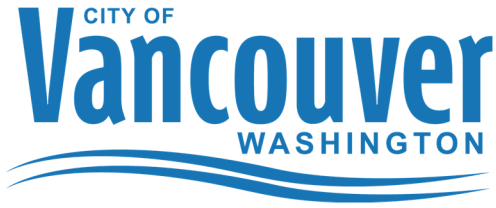
Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, Acting City Attorney

RESOLUTION - 2



MEMORANDUM OF UNDERSTANDING

INTERDEPARTMENTAL TRANSFER OF REAL PROPERTY

This Memorandum of Understanding ("MOU") is made by and between the City of Vancouver's Department of Public Works ("Public Works") and the City of Vancouver's Department of Parks and Recreation ("Parks").

WHEREAS, the Transportation division within Public Works purchased real property, Clark County assessor number 986051673 (the "Property"), for purposes of a road construction project known as the 192nd Avenue Extension Project; and

WHEREAS, the City of Vancouver owns the Property in fee simple; and

WHEREAS, Public Works no longer needs the Property for transportation purposes; and

WHEREAS, Vancouver's City Council authorized the City to transfer the parcel to the Parks department by Resolution M- ____; and

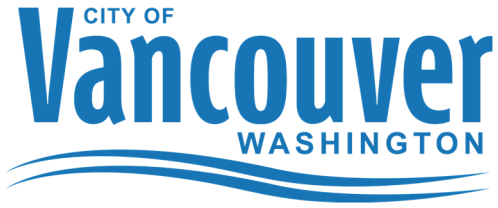
WHEREAS, an appraisal determined the fair market value of the Property is \$750,000;

WHEREAS, Public Works and Parks have negotiated the terms of a real property transfer between departments within the City;

WHEREAS, this Memorandum of Understanding is intended to set forth the agreement between the Departments;

NOW, THEREFORE, BE IT UNDERSTOOD AS FOLLOWS:

1. Parks will purchase the Property from Public Works. Public Works will transfer the Property to Parks.
2. Parks will pay fair market value of \$750,000, which funds will be transferred by the City's Finance Department from the Park Impact Fee Fund for District number 4 (fund 174) to the Transportation Capital Fund (fund 330).
3. Public Works will allow Parks to construct one "right-in, right-out" driveway off of 192nd Avenue, so that vehicles can access the Property. The exact location of the driveway will be determined at a later date, based on safety and spacing standards.



4. The transfer of Property and payment under the terms of this MOU will occur within 30 days of execution of this document.

IN WITNESS WHEREOF, the parties have executed this instrument this _____ day of _____, 2019.

BY: _____
Brian Carlson
Director, Public Works

BY: _____
Julie Hannon
Director, Parks & Recreation

BY: _____
Natasha Ramras
Director, Financial and Management Services

γ_1

Page 7 of 7



Staff Report 136-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/23/2019
10/7/2019

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

Key Points

- State law allows cities and counties to place temporary moratoria on particular uses for up to six months while studies are conducted related to such uses and how they should be regulated. State law allows cities to extend existing moratoria for the same reasons.
- On June 5, 2017, City Council approved Ordinance M-4201 placing an emergency 6-month moratorium on the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area.
- On November 20, 2017, City Council approved Ordinance M-4221 continuing the temporary moratorium on the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area.
- On May 14, 2018, City Council approved Ordinance M-4230 continuing the temporary moratorium on the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area.
- On November 5, 2018, City Council approved Ordinance M-4243 continuing the temporary moratorium on the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area.
- On April 15, 2019, City Council approved Ordinance M-4266 continuing the temporary moratorium on the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area.
- Staff has initiated a subarea planning process for the Heights District, which includes the Tower Mall area. Extension of the moratorium will ensure that future development aligns with the vision articulated in the forthcoming plan.

Strategic Plan Alignment

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

Goal 8, Objective 8.2: Strengthen neighborhood business districts.

Present Situation

The Heights District Subarea is identified as a future urban center in the City of Vancouver Comprehensive Plan. In order to establish a vision for the area and guide its future growth and development, the City of Vancouver is undertaking a subarea planning process for the Heights District. In June 2017, the Vancouver City Council approved the purchase of an 11.83-acre parcel known as the Tower Mall site. Following the purchase of the property, Council adopted a six-month development moratorium for the site and adjacent properties in the Tower Mall area, and has adopted four subsequent ordinances continuing the temporary moratorium, in November 2017, May 2018, November 2018, and April 2019. This temporary moratorium prohibits the acceptance and processing of applications for permits for the development of new structures, the expansion of existing structures, or subdivisions in the Tower Mall area.

After purchase of the Tower Mall site in May 2017, the City initiated a subarea planning process for the 228-acre Heights District. Over the last nearly two years, City staff and a consultant team have conducted extensive public outreach on the future of the Heights District, including one-on-one meetings, focus groups, group presentations, large public open houses, and online surveys. Staff have heard from a variety of stakeholders, including neighborhood associations, property owners, residents, Vancouver Public Schools, C-TRAN, the faith community, social service providers, non-profit organizations, community members with mobility challenges and people with disabilities, and a 20-member Community Advisory Committee that meets monthly and helps guide project decision-making.

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

Over the last several months, the project team has continued to refine the redevelopment plan for the former Tower Mall, and incorporated this into a draft Heights District Plan that includes policies and recommendations for the entire District as well as those specific to the redevelopment area. District-wide recommendations related to land use, transportation, housing, economic development, parks and open space, and sustainability are included in the draft plan.

A public comment draft of the plan will be released in October 2019, in advance of planned

workshops with the Planning Commission and the City Council, and eventual public hearings for adoption of a final plan. A draft environmental impact statement will be released on a similar timeline, which provides an analysis of environmental impacts and outlines mitigation measures. Implementation steps, including the adoption of development regulations required to implement the vision established by the plan, will be developed early next year.

Continuation of the moratorium allows staff the time to complete the subarea planning process for the area that is currently underway and is anticipated to be completed by the end of 2019. A continuation of the temporary moratorium is necessary to ensure that future development aligns with the vision articulated in the forthcoming plan. This is intended to be the final extension of the development moratorium.

Advantage(s)

1. Allows the City time to develop a subarea plan for the Tower Mall area; amendments to Title 20; and conduct the required environmental review process.
2. Allows time for a public process to participate in the subarea plan development and review on and comment on any proposed changes to land use regulations and environmental review.
3. Avoids applications for uses that would conflict with the achievement of the long-range vision for this area that will be defined by the subarea plan.

Disadvantage(s)

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

Budget Impact

None.

Prior Council Review

1. June 5, 2017, Adoption of moratorium
2. July 10, 2017, First reading, Review of moratorium ordinance and additional findings of fact in support of the ordinance
3. July 17, 2017, Public Hearing, Approval of moratorium with additional findings of fact
4. Nov. 13, 2017, First reading, Review of ordinance to continue moratorium
5. Nov. 20, 2017, Approval of ordinance to continue moratorium
6. May 7, 2018, First reading, Review of ordinance to continue moratorium
7. May 14, 2018, Approval of ordinance to continue moratorium
8. Oct. 22, 2018 First reading, Review of ordinance to continue moratorium
9. Nov. 5, 2018, Approval of ordinance to continue moratorium
10. April 8, 2019, First reading, Review of ordinance to continue moratorium
11. April 15, 2019, Approval of ordinance to continue moratorium

Action Requested

On September 23, 2019, approve ordinance on first reading, setting date of second reading and public hearing for Monday, October 7, 2019.

Rebecca Kennedy, Long Range Planning Manager, 487-7896

ATTACHMENTS:

- ▣ Ordinance

09/23/19
10/07/19

ORDINANCE NO. _____

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

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

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

WHEREAS, the City Council finds that in order to preserve the ability to prepare a subarea plan, that includes the Tower Mall area, with the widest range of choices and alternatives for future development, it is necessary to temporarily restrict development of new structures; the expansion of existing structures; and subdivisions within the Tower Mall area until a subarea plan is developed; and

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

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

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

WHEREAS, continuing a temporary moratorium as proposed herein will allow the City additional time to research and develop a subarea plan for the area, implement additional new regulation elements, and amend existing zoning ordinances if necessary.

WHEREAS, continuing a temporary moratorium will enable the City to hold public hearings and maximize public input in the development of the new subarea plan without jeopardizing any possible land use options that may be precluded by unrestricted development.

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

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

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

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

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

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

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

Read the first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read the second time:

Passed by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2019.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, Acting City Attorney

SUMMARY

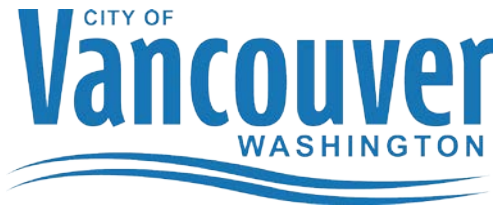
ORDINANCE NO. M-4266

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

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

EXHIBIT A: PROPERTIES SUBJECT TO DEVELOPMENT MORATORIUM





MEMORANDUM

DATE: Monday, September 23, 2019

TO: Mayor and City Councilmembers

FROM: Council Subcommittee 1, Councilmembers Hansen, Glover, and Paulsen

CC: Eric J. Holmes, City Manager
Michelle Bartley, Boards & Commissions

RE:	Recommendation for Mid-term Appointment to the Cultural, Arts and Heritage Commission
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The purpose of the Culture, Arts & Heritage Commission is to oversee the implementation of the City's Culture, Arts & Heritage Plan which will facilitate the development and promotion of a thriving cultural, arts and heritage environment in the City of Vancouver through programs, ownership of physical assets including buildings and public art and through community partnerships.

Council Subcommittee 1 would like to recommend the mid-term appointment of Richard Carr. This mid-term appointment would begin immediately and expire December 31, 2023.

If there are no objections, we would like to make this appointment at the **Monday, September 23, 2019** Council meeting.

Attachments:
Applications

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:

\$ 5,991,179.48 this 23rd day of September 2019.

MAYOR

COUNCILMEMBER



AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
September 10 - September 16	Accounts Payable Checks (see attached)	\$ 2,987,679.45
September 10 - September 16	Hansen City Payments (see attached)	\$ 9,685.20
September 10 - September 16	Visa Refunds (see attached)	\$ 3,317.42
September 10 - September 16	Payroll Checks (see attached)	\$ 2,990,497.41
TOTAL		\$ 5,991,179.48

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Manual Wire		9/1/2019	6,747.55	Athlactron Holding	Wire completed the week of 9/9 but back dated.
Supplier Payment	Manual Wire		9/9/2019	14,165.00	Washington Dental Service	Wire completed the week of 9/9 but back dated.
Supplier Payment	Manual Wire		9/9/2019	109,879.96	Blue Cross Blue Shield of Oregon	Wire completed the week of 9/9 but back dated.
Supplier Payment	Manual Wire		9/9/2019	44,231.69	Blue Cross Blue Shield of Oregon	Wire completed the week of 9/9 but back dated.
Supplier Payment	Manual Wire		9/10/2019	12,830.49	Allegiance Benefit Plan Management Inc	
Supplier Payment	Manual Wire		9/10/2019	75.00	HRA VEBA Plan	
Supplier Payment	Manual Wire		9/10/2019	6,547.25	ICMA 401A	
Supplier Payment	Manual Wire		9/10/2019	182,059.76	ICMA Corp	
Supplier Payment	Manual Wire		9/10/2019	23,135.02	ING	
Supplier Payment	Manual Wire		9/10/2019	573.47	Oregon SDU	
Supplier Payment	Manual Wire		9/10/2019	56,965.31	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire		9/10/2019	1,467.96	Vancouver Fire Command Officers	
Supplier Payment	Manual Wire		9/10/2019	24,439.06	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		9/10/2019	406,306.59	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		9/10/2019	4,367.16	Washington SDU	
Supplier Payment	Manual Wire		9/10/2019	66,873.45	Washington State Firefighters	
Supplier Payment	Manual Wire		9/10/2019	13,633.50	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire		9/10/2019	200,075.00	Western States Health & Welfare Trust	
Procurement Card Payment	Manual Wire		9/12/2019	671,347.79	CoV Procurement Card	PNC payment
Cash Advance Payment	Direct Deposit	EFT-00021960	9/13/2019	175.50	Cody Beebe	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00021961	9/13/2019	175.50	Sean Crawford	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00021962	9/13/2019	471.32	Lee Lofton	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00021963	9/13/2019	192.50	Brian Billingsley	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00021964	9/13/2019	390.50	Iasmina Giurgiev	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00021965	9/13/2019	224.00	Zachary Ripp	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00021966	9/13/2019	423.00	Greg Catton	Travel Advance
Expense Payment	Direct Deposit	EFT-00021967	9/13/2019	341.67	Randal Scrivner	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00021968	9/13/2019	546.52	Ross Keys	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00021969	9/13/2019	165.00	Anna Dearman	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00021970	9/13/2019	247.15	Allen Carman	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00021971	9/13/2019	200.00	Michael Steuben	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00021972	9/13/2019	6.00	Kari Mullikin	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00021973	9/13/2019	54.00	Dade Pettinger	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00021974	9/13/2019	245.11	Jennifer Campos	Employee Reimbursement
Ad Hoc Payment	Check	4960	9/11/2019	114.53	Bolling, Harry Lee	Utility Refunds: 0020023000-02
Ad Hoc Payment	Check	5036	9/11/2019	400.00	SONYA ROYAL	Utility Refunds: 0002000111-02

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Ad Hoc Payment	Check	5068	9/11/2019	5,788.56	Henco Plumbing Services	Inv #4462759 - Dvorak
Supplier Payment	Check	5222	9/10/2019	8,834.26	Aflac	
Supplier Payment	Check	5223	9/10/2019	5,384.05	AFSCME Local #307	
Supplier Payment	Check	5224	9/10/2019	3,612.00	Chapter 13 - Trustee	
Supplier Payment	Check	5225	9/10/2019	21,050.84	IAFF Local #452	
Supplier Payment	Check	5226	9/10/2019	751.06	IAM Local #1374	
Supplier Payment	Check	5227	9/10/2019	67.12	Legal Shield	
Supplier Payment	Check	5228	9/10/2019	8,175.19	Life Insurance Company of North America	
Supplier Payment	Check	5229	9/10/2019	575.00	MFS Service Center Inc	
Supplier Payment	Check	5230	9/10/2019	140.04	OPEIU Local #11	
Supplier Payment	Check	5231	9/10/2019	383.52	OPEIU Local #11	
Supplier Payment	Check	5232	9/10/2019	5,036.58	OPEIU Local #11	
Supplier Payment	Check	5233	9/10/2019	640.00	Teamsters Local #58	
Supplier Payment	Check	5234	9/10/2019	332.50	UA Local #290	
Supplier Payment	Check	5235	9/10/2019	1,338.28	United Way of the Columbia Willamette	
Supplier Payment	Check	5236	9/10/2019	13,032.77	Vancouver Police Officer Guild	
Supplier Payment	Check	5237	9/10/2019	2,808.60	Western Conference of Teamsters	
Supplier Payment	Check	5238	9/10/2019	1,063.84	Western Metal Industry Pension Plan	
Cash Advance Payment	Check	5239	9/12/2019	269.28	Brandon Lore	Travel Advance
Ad Hoc Payment	Check	5240	9/11/2019	82.92	Abston, Sandra L	Utility Refunds: 0128142060-01
Ad Hoc Payment	Check	5241	9/11/2019	987.80	Barba, Juan	Utility Refunds: 0002000111-02
Ad Hoc Payment	Check	5242	9/11/2019	87.43	Bolton, Debbie and Kenneth	Utility Refunds: 0074000174-01
Ad Hoc Payment	Check	5243	9/11/2019	1,490.11	Corigliano, David K	Utility Refunds: 0128242420-02
Ad Hoc Payment	Check	5244	9/11/2019	46.83	Crittendon, Mary	Utility Refunds: 0026021600-01
Ad Hoc Payment	Check	5245	9/11/2019	287.11	Downs, Evelini	Utility Refunds: 0002000111-02
Ad Hoc Payment	Check	5246	9/11/2019	184.64	Ekstrom, Matthew and Elise	Utility Refunds: 0077046178-12 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	5247	9/11/2019	142.67	Iris B Metzker Trustee	Utility Refunds: 0012028600-02
Ad Hoc Payment	Check	5248	9/11/2019	38.84	Jaquith, Joel A and Heidi J	Utility Refunds: 0146002560-06
Ad Hoc Payment	Check	5249	9/11/2019	135.34	Knapp, Angela and Greg	Utility Refunds: 0085077500-06 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	5250	9/11/2019	350.04	Lorenz, Joni and John	Utility Refunds: 0000005767-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	5251	9/11/2019	101.42	Moore, Mitchell and Whitney	Utility Refunds: 0074000197-02
Ad Hoc Payment	Check	5252	9/11/2019	30.50	Stonebriar of Vancouver HOA	Utility Refunds: 0500001131-01
Ad Hoc Payment	Check	5253	9/11/2019	233.00	Thompson, Angela and Keith	Utility Refunds: 0057038912-09 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	5254	9/11/2019	100.00	7-Eleven Store #35493J	refund overpmt alarm
Ad Hoc Payment	Check	5255	9/11/2019	20.00	Abra Auto Body & Glass	refund overpmt alarm
Ad Hoc Payment	Check	5256	9/11/2019	48.00	Andrew Jirik	Refund CIVICGOV
Ad Hoc Payment	Check	5257	9/11/2019	1,565.80	Capitol Electric	FRI-268925 Refund
Ad Hoc Payment	Check	5258	9/11/2019	58.05	Cascade Wire Works	MPE-259282 Refund
Ad Hoc Payment	Check	5259	9/11/2019	350.00	Catalina Mendez	Damage Deposit Refund - Permit #R6086
Ad Hoc Payment	Check	5260	9/11/2019	75,000.00	Community Foundation	20190701-R&O
Ad Hoc Payment	Check	5261	9/11/2019	50,000.00	Community Foundation	20190701-Grant Land
Ad Hoc Payment	Check	5262	9/11/2019	20.00	Daniel Grogan	refund overpmt alarm
Ad Hoc Payment	Check	5263	9/11/2019	600.00	Domingo Estrada	Esther Short Deposit Refund
Ad Hoc Payment	Check	5264	9/11/2019	73.80	ERIN ROBERTSON	VOUCHER # 2003373.030
Ad Hoc Payment	Check	5265	9/11/2019	36.90	ERIN ROBERTSON	Voucher #2003393.030
Ad Hoc Payment	Check	5266	9/11/2019	40.00	Fatboy Vapors	Refund overpmt alarm
Ad Hoc Payment	Check	5267	9/11/2019	658.00	Garrett Sign Company	LUP-75896 Refund
Ad Hoc Payment	Check	5268	9/11/2019	7,032.00	HME Construction Inc.	LUP-74058 Refund
Ad Hoc Payment	Check	5269	9/11/2019	132.97	Joseph MacKay	RES-267399

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Ad Hoc Payment	Check	5270	9/11/2019	1,084.28	JR Merit	CMI-267657 Refund
Ad Hoc Payment	Check	5271	9/11/2019	840.43	Kaady 3000 LLC	refund SDC charges - Dominik's Italian Food
Ad Hoc Payment	Check	5272	9/11/2019	36.90	kelly sporseen	voucher # 2003394.030
Ad Hoc Payment	Check	5273	9/11/2019	125.00	Lazaro E Lopez	Damage Deposit Refund - Permit #6627
Ad Hoc Payment	Check	5274	9/11/2019	20.00	Mary Olichwier	refund overpmt alarm
Ad Hoc Payment	Check	5275	9/11/2019	74.00	Melanie Monks	Course Withdrawal - Soccer #12233
Ad Hoc Payment	Check	5276	9/11/2019	4,340.19	Northwest Natural Gas	20190619
Ad Hoc Payment	Check	5277	9/11/2019	6,914.40	Patriot Fire Protection	FRI-268791 Refund
Ad Hoc Payment	Check	5278	9/11/2019	40.00	PCS	refund overpmt alarm
Ad Hoc Payment	Check	5279	9/11/2019	360.85	Phil Akerill	190910
Ad Hoc Payment	Check	5280	9/11/2019	3,379.36	Point Monitor	FRI-268787 Refund
Ad Hoc Payment	Check	5281	9/11/2019	50.00	Premier Property Management Ince	CDE-74933 duplicate payment
Ad Hoc Payment	Check	5282	9/11/2019	20.00	Steven Marshall	refund overpmt alarm
Ad Hoc Payment	Check	5283	9/11/2019	175.00	SWACH	Damage Deposit Refund - Permit #R7616
Ad Hoc Payment	Check	5284	9/11/2019	150.00	The Herbery	refund overpmt alarm
Ad Hoc Payment	Check	5285	9/11/2019	100.00	Timothy/Lana Jackson	ref overpmt alarms
Ad Hoc Payment	Check	5286	9/11/2019	10.00	Vancouver Center Parking Garage	refund CIVICGOV
Ad Hoc Payment	Check	5287	9/11/2019	350.00	Veronica Vasquez	Damage Deposit Refund Permit #5260
Ad Hoc Payment	Check	5288	9/11/2019	75.00	Ward Stone	20190903
Ad Hoc Payment	Check	5289	9/11/2019	73.17	Wise, Lonita Rachele	Reissue of check 92506
Ad Hoc Payment	Check	5290	9/11/2019	18.28	Wise, Lonita Rachele	Reissue of check 89624
Supplier Payment	Check	5291	9/12/2019	16,487.73	Action Technology Systems	
Supplier Payment	Check	5292	9/12/2019	58.24	Airgas, Inc	
Supplier Payment	Check	5293	9/12/2019	3,995.08	Allsport Court Surfacing, LLC	
Supplier Payment	Check	5294	9/12/2019	3,442.98	Aronson Security Group	
Supplier Payment	Check	5295	9/12/2019	390.68	Blairco Inc	
Supplier Payment	Check	5296	9/12/2019	8,089.02	Brightview Holdings Inc	
Supplier Payment	Check	5297	9/12/2019	5,533.40	Cadman Materials - Remit-To: Cadman - Chicago	
Supplier Payment	Check	5298	9/12/2019	9,440.63	CECO Inc	
Supplier Payment	Check	5299	9/12/2019	23,549.25	CH2M Hill Engineers Inc - Remit-To: CH2M - Dallas	
Supplier Payment	Check	5300	9/12/2019	1,622.87	CH2M Hill Inc - Remit-To: CH2M - Dallas	
Supplier Payment	Check	5301	9/12/2019	397.00	City of Portland - Remit-To: City of Portland - General AR	
Supplier Payment	Check	5302	9/12/2019	400.00	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	5303	9/12/2019	473.00	Clark Public Utility District No. 1	
Supplier Payment	Check	5304	9/12/2019	650.00	Craig and Julie Pfeifer	
Supplier Payment	Check	5305	9/12/2019	3,782.33	Distinctive Landscape LLC	
Supplier Payment	Check	5306	9/12/2019	2,061.78	Epic Land Solutions Inc	
Supplier Payment	Check	5307	9/12/2019	42.50	Esix Sportswear	
Supplier Payment	Check	5308	9/12/2019	7,533.80	Fire Systems West	
Supplier Payment	Check	5309	9/12/2019	646.25	Flowing Solutions LLC	
Supplier Payment	Check	5310	9/12/2019	7,371.00	Foster Pepper PLLC	
Supplier Payment	Check	5311	9/12/2019	407.39	Gordon Truck Centers	
Supplier Payment	Check	5312	9/12/2019	7,394.00	GreenPlay LLC	
Supplier Payment	Check	5313	9/12/2019	27,631.36	Halme Excavating Inc	
Supplier Payment	Check	5314	9/12/2019	5,541.32	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	5315	9/12/2019	4,533.45	Houlihan Law PC	
Supplier Payment	Check	5316	9/12/2019	2,682.20	Interior Office Solutions	

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Check	5317	9/12/2019	2,264.73	Iron Mountain Inc - Remit-To: Iron Mountain - New York	
Supplier Payment	Check	5318	9/12/2019	340.81	J-2 Blueprint Supply Co.	
Supplier Payment	Check	5319	9/12/2019	1,560.00	Jensen Hughes Inc	
Supplier Payment	Check	5320	9/12/2019	942.00	Key Code Media, Inc	
Supplier Payment	Check	5321	9/12/2019	15,211.17	Kittelson & Associates Inc	
Supplier Payment	Check	5322	9/12/2019	25.52	Kronos Incorporated - Remit-To: Atlanta	
Supplier Payment	Check	5323	9/12/2019	254,493.14	Lakeside Industries Inc - Remit-To: Lakeside - Issaquah	
Supplier Payment	Check	5324	9/12/2019	26.00	Legacy Laboratory Services Inc	
Supplier Payment	Check	5325	9/12/2019	966.87	Linguava Interpreters Inc	
Supplier Payment	Check	5326	9/12/2019	6,006.46	Lois D Cohen Associates	
Supplier Payment	Check	5327	9/12/2019	146.34	Mark IV Enterprises Inc	
Supplier Payment	Check	5328	9/12/2019	7,588.00	Mesa Products Inc.	
Supplier Payment	Check	5329	9/12/2019	37,000.00	Milliman Inc	
Supplier Payment	Check	5330	9/12/2019	216.80	Mini Mix Concrete Inc	
Supplier Payment	Check	5331	9/12/2019	1,028.94	Mobes Business Forms	
Supplier Payment	Check	5332	9/12/2019	7,030.56	Moore Iacofano Goltzman, Inc	
Supplier Payment	Check	5333	9/12/2019	210.00	Northwest Drug-Safe LLC	
Supplier Payment	Check	5334	9/12/2019	2,450.00	Northwest Pavement Management Association	
Supplier Payment	Check	5335	9/12/2019	208.93	Orion Medical Supply	
Supplier Payment	Check	5336	9/12/2019	2,165.35	Otak Inc	
Supplier Payment	Check	5337	9/12/2019	353.51	Otis Elevator	
Supplier Payment	Check	5338	9/12/2019	4,789.82	Pacific Apex Construction LLC	
Supplier Payment	Check	5339	9/12/2019	2,556.61	Pacific Safety Supply Inc	
Supplier Payment	Check	5340	9/12/2019	11,793.98	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	Check	5341	9/12/2019	711.10	Petroleum Compliance Services	
Supplier Payment	Check	5342	9/12/2019	15,498.10	Portland Mechanical Construction LLC	
Supplier Payment	Check	5343	9/12/2019	538.14	Potter Webster Co	
Supplier Payment	Check	5344	9/12/2019	10,311.99	PPC Solutions Inc	
Supplier Payment	Check	5345	9/12/2019	3,263.72	RELX Inc. - Remit-To: LexisNexis - Chicago	
Supplier Payment	Check	5346	9/12/2019	178.86	Rentokil North America Inc	
Supplier Payment	Check	5347	9/12/2019	9,561.15	Retail Lockbox Inc	
Supplier Payment	Check	5348	9/12/2019	4,180.50	Right of Way Associates Inc	
Supplier Payment	Check	5349	9/12/2019	58,987.93	Right Systems Inc	
Supplier Payment	Check	5350	9/12/2019	96,920.44	RSV Construction Services	
Supplier Payment	Check	5351	9/12/2019	9,450.50	Sequence Graphics LLC	
Supplier Payment	Check	5352	9/12/2019	3,523.00	Shrums Pest Control	
Supplier Payment	Check	5353	9/12/2019	3,267.69	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	5354	9/12/2019	375.00	Solutions Northwest Inc	
Supplier Payment	Check	5355	9/12/2019	47,025.00	Southwest Washington Humane Society	
Supplier Payment	Check	5356	9/12/2019	2,665.72	The Pape Group Inc - Remit-To: Pape - Ditch Witch	
Supplier Payment	Check	5357	9/12/2019	731.70	Triple J Enterprises	
Supplier Payment	Check	5358	9/12/2019	2,655.00	Una J Walker	
Supplier Payment	Check	5359	9/12/2019	155.50	Vancouver Aire LLC	
Supplier Payment	Check	5360	9/12/2019	25,089.18	Veritas US Inc	
Supplier Payment	Check	5361	9/12/2019	3,922.06	Walter E Nelson Company	
Supplier Payment	Check	5362	9/12/2019	4,113.62	Wapiti NW LLC	
Supplier Payment	Check	5363	9/12/2019	3,690.00	Why Community	

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Check	5364	9/12/2019	100.00	Willis of Seattle Inc - Remit-To: Willis - Pasadena	
Supplier Payment	Check	5365	9/12/2019	1,643.53	WW Grainger Inc	
Supplier Payment	Check	5366	9/12/2019	375.23	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	5367	9/12/2019	206.02	Comcast - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	5368	9/12/2019	40.69	Frontier Communications	
Supplier Payment	Check	5369	9/12/2019	440.00	Petty Cash Custodian - Remit-To: Chad Williams	
Supplier Payment	Check	5370	9/12/2019	638.00	Rotschy Inc	
Supplier Payment	Check	5371	9/12/2019	66,888.78	Share Inc	
Supplier Payment	Check	5372	9/12/2019	17,262.04	State of Washington Department of Employment Security - Remit-To: State of Washington Department of Employment Security / Seattle	
Supplier Payment	Check	5373	9/12/2019	1,378.63	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Check	5374	9/12/2019	510.00	Tapani Materials Inc	
Supplier Payment	Check	5375	9/12/2019	300.00	United States Postal Service	
			SUBTOTAL	2,987,679.45		
Hansen			9/17/2019	9,685.20	City Payments	Posted 9-10-19 thru 9-16-19
			SUBTOTAL	9,685.20		
VISA			9/17/2019	1,654.55	Miscellaneous	Parks Class Refunds - FCC 9-10-19 thru 9-16-19
VISA			9/17/2019	1,062.87	Miscellaneous	Parks Class Refunds - MCC 9-10-19 thru 9-16-19
VISA			9/17/2019	-	Miscellaneous	Parks Class Refunds - Special Events 9-10-19 thru 9-16-19
VISA			9/16/2019	600.00	Miscellaneous	Parks Class Refunds - WREC 9-10-19 thru 9-16-19
			SUBTOTAL	3,317.42		
			TOTAL	3,000,682.07		

City of Vancouver
Payroll Council Report
September 10, 2019 - September 16, 2019

Check No.	Date	Explanation	Amount
1604 - 1687	09/10/19	17 2019 Payroll	\$ 29,989.44
20067 - 21959	09/10/19	17 2019 Direct Deposits	\$ 2,960,507.97

\$ 2,990,497.41