

August 3, 2020 - Vancouver City Council Meeting Minutes

WORKSHOPS

Conducted remotely.

Workshops were conducted remotely over video conference utilizing a GoToMeeting platform. Members of the public were invited to view the meeting via the live broadcast on www.cvtv.org and CVTV cable channels 23 or HD 323, or on the City's Facebook page, www.facebook.com/VancouverUS, or listen via the GoToMeeting conference call.

4:00-5:00 p.m. Shoreline Master Program (SMP) Periodic Review and Update

Cayla Cothron, Associate Planner, 487-7899; Keith Jones, Senior Planner, 487-7887

Summary

Staff provided Council with an update on the Shoreline Master Program (SMP) review process and an overview of the initial proposed amendments to the City's SMP.

5:00-6:00 p.m. The Heights District Plan

Chad Eiken, Community and Economic Development Director, 487-7882; Rebecca Kennedy, Long Range Planning Manager, 487-7896

Summary

Staff provided Council with an overview of proposed updates to the parking strategy for the Heights District Plan in response to Council feedback from previous work sessions on this topic.

Executive Session re: Potential Litigation; Personnel (30 minutes)

Mayor McEnerny-Ogle announced the Council would be entering into executive session from 6:15-6:45 p.m. to discuss potential litigation and to discuss a personnel matter.

At 6:45 p.m., Mayor McEnerny-Ogle announced the executive session would be extended to 7:00 p.m.

REGULAR COUNCIL MEETING

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

Call to Order and Roll Call

The regular meeting of the Vancouver City Council was called to order at 7:04 p.m. by Mayor McEnerny-Ogle. This meeting was conducted remotely over video conference.

Present: Councilmembers Fox, Paulsen, Lebowsky, Glover, Stober, Hansen, Mayor McEnerny-Ogle

Absent: None

Also present on the call were the following: Eric Holmes, City Manager; Jonathan Young, City Attorney; Amanda Delapena, Assistant to the City Council; Brent Boger, Assistant City Attorney; Brian Carlson, Interim Deputy City Manager; Tyler Clary, Water Engineering Program Manager; Chad Eiken, Community and Economic Development Director; Julie Hannon, Parks and Recreation Director and Incident Commander for the City's COVID-19 Response; Rebecca Kennedy, Long Range Planning Manager; Aaron Lande, Senior Policy Analyst; Bryan Monroe, Associate Planner; Jason Nortz, Development Review Manager; Peggy Sheehan, Community Development Programs Manager; Bryan Snodgrass, Principal Planner; Dan Swensen, Interim Public Works Director; Terry Snyder, Senior Park Developer; Anna Vogel, Procurement Manager; Jim Hager, Port of Vancouver Economic Development Project Manager; Todd Horenstein, Vancouver Public Schools Assistant Superintendent; Amelia Shelley, Executive Director for Fort Vancouver Regional Library; Victor Caesar, Development Manager for Vancouver Housing Authority; and members of the public.

Approval of Minutes

Minutes - July 13, 2020

Motion by Councilmember Glover, seconded by Councilmember Paulsen, and carried unanimously to approve the meeting minutes of July 13, 2020.

Minutes - July 20, 2020

Motion by Councilmember Stober, seconded by Councilmember Lebowsky, and carried unanimously to approve the meeting minutes of July 20, 2020.

Citizen Communication (Items 1-5) - see general protocol above

Mayor McEnerny-Ogle opened Citizen Communication and received the following testimony:

- Mark Didrickson, Vancouver, spoke in opposition to Item 3 and expressed concerns that a full public engagement process should be held at a time when it would not require virtual participation by the public, and concerns about the City giving away open public space to the school district. He stated he believes the lease of this land requires a separate SEPA process.

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

Consent Agenda (Items 1-5)

Council requested Item 3 be pulled for separate consideration and action.

Motion by Councilmember Glover, seconded by Councilmember Lebowsky, and carried unanimously to approve Items 1-2 and 4-5 of the Consent Agenda.

1. 2019 Resurfacing Project, Construction Acceptance and Release of Retainage

Staff Report 091-20

Summary

Granite Construction Company of Vancouver, WA, has satisfactorily completed the subject improvements in accordance with the plans and specifications. The original construction contract bid amount was \$2,579,579.00. Quantity adjustments and change orders during construction increased the contract amount by 3.6% to \$2,673,526.66. There was an apprenticeship goal of 4% of the labor hours for this project, which corresponded to 326.5 hours of training. The contractor did not meet this goal and was assessed a penalty of \$3,265.27.

Request: On August 3, 2020, accept the 2019 Resurfacing Project as constructed by Granite

Construction Company of Vancouver, Washington, and authorize release of retainage in the amount of \$133,676.33 subject to receipt of all documentation required by law.

Nicolette Roth, Civil Engineer, 487-7763

Motion approved the request.

2. **Continued use of Sourcewell Purchasing Contract #030117 for play equipment purchases from Landscape Structures**

Staff Report 092-20

Summary

The Vancouver Parks and Recreation Department has utilized the Sourcewell contract to purchase \$262,283.00 worth of play equipment for Dubois and North Image Parks over the past year.

The Vancouver Parks and Recreation Department wishes to continue to purchase play equipment from Landscape Structures over the next two years due to the competitive price advantage. The City hopes, depending on PIF balances in the different districts, to install new playground equipment to other neighborhood parks in the next two years, including: Summer's Walk, Oakbrook, Peter Ogden and Rose Village.

- **Summer's Walk**, in Park District C- *The playground is more than 23 years old, very small, and is not ADA accessible. The park also lacks picnic tables. As there are concurrency issues in District C, we plan to make the following improvement to meet new park standards: ADA accessible playground, including some poured in place rubber surfacing, add picnic tables and benches and enlarge the playground.*

Unfortunately, although the PIF balance in District C is larger, relative to the other two park districts, there is not enough money to take on another full development of an undeveloped site, at this time. North Image, currently under construction in District C, will be a huge park enhancement to this eastern area of the City

- **Oakbrook Neighborhood Park**, in Park District B- *Over the last 3 years, the City has spent approximately \$300,000 to repair non-compliant ADA paths and add and replace picnic tables and benches at Oakbrook. The next action needed is replacement of the playground. While we gather some additional PIF funds in this District, we will redesign the playground features to enhance ADA access and bring newer playground amenities to this park*
- **Peter S. Ogden Park**, in Park District B- *This playground is currently extremely small, out of date and does not meet ADA standards. Additionally, this park is in an area with lots of multi-family housing and could be utilized more often if the playground was enlarged and modernized. Park improvements would be an exciting chance to bring more life to this site.*
- **Rose Village**, in Park District A- *This undeveloped parcel is comprised of two residential lots. The maintenance on this site is minimal, as rough mowing takes place on an as-needed basis. Once we accumulate enough PIF funds in District A and have maintenance funds available to maintain a newly developed site, we would like to improve the site with park amenities, playground and other park features.*

Request: Authorize the City Manager or his designee to approve purchases under the Sourcewell contract #030117 for the life of the contract with Landscape Structures.

Terry Snyder, Senior Park Developer, 487-8317

Motion approved the request.

3. **Lease Agreements with Fort Vancouver Regional Libraries and Vancouver School District**

Staff Report 093-20

Summary

On August 18, 2018, the City, FVRL and VPS signed a Memorandum of Understanding (MOU) that set up a framework for the three parties to work together to develop a Campus for Arts, Technology and Innovation on City-owned property at 1007 and 1301 East Mill Plain Blvd. The property currently serves as the

administrative headquarters for FVRL through a long-term lease agreement with the City.

The campus will include the Vancouver Innovation, Technology and Arts Elementary School (VITA), a 300 student, K-5 elementary school. VPS would like to begin construction of the school in the summer of 2020 and have it open for the 2022-2023 academic year.

Building the elementary school requires an amendment of the City's lease with FVRL, and a new lease agreement between VPS and the City for the portion of the property (see attached map) that will include the school and required parking.

Key points of the amendment to the City's lease agreement with FVRL are:

- FVRL lease premises boundaries will be adjusted to accommodate the footprint of the new K-5 school to be constructed by VPS;*
- The City will make secure storage space at Pearson Field available to FVRL to facilitate storage of equipment previously kept in the Tennis Court Area (which will be the location of the new K-5 VPS school);*
- FVRL will have a license for continued use of thirty (30) parking spaces on the site through December 31, 2031, for Community Library employee parking.*
- Various easements across the FVRL leasehold will be reserved for VPS to facilitate student access to buses, emergency drills and evacuations, and building access by service and emergency vehicles;*
- Other material lease provisions (e.g., duration, lease rate) will remain unchanged from the parties existing 2011 Lease Agreement.*

Key points of the City's lease agreement with VPS are:

- The City will enter into a 50-year ground lease with VPS at a rate of \$1 per year;*
- VPS will construct the proposed K-5 building according to conceptual plans approved by the City;*
- Title to the building will automatically pass to the City upon expiration or termination of the Lease;*
- In addition to the parking required by code to support the school, VPS has agreed to construct up to 37 additional parking spaces that will be needed for the other uses envisioned in the conceptual plan for the site. The City will reimburse VPS for the construction of those parking spaces.*

The City has completed a boundary line adjustment and a short plat that reconfigured the two existing lots into three lots, one for the school building, one for the library administrative facility and one for the sports fields. In addition to the lease, the City and VPS have agreed to develop a separate construction access agreement and an operating agreement that will address shared use of parking, shared use of other site improvements, signage, programming coordination, etc.

Request: Authorize the City Manager or designee to sign a lease amendment with FVRL and lease agreement between the City and the VPS for a portion of the property at 1007 E. Mill Plain Blvd. where VPS will build the Vancouver Innovation, Technology and Arts elementary school.

Chad Eiken, Community and Economic Development Director, 487-7882

Chad Eiken, Community and Economic Development Director, provided a brief summary of the project and background information on the process. He noted that the only open space affected by the lease is one of the smaller baseball fields east of the library building, which is seldom used and in poor shape. He stated the Little League has been made aware of and would be able to utilize the parking that would be built in that space during their activities.

Mr. Eiken explained Vancouver Public Schools has been the lead agency on the project and conducted a SEPA process in 2019. He stated the City of Vancouver believes SEPA requirements have been satisfied by that process.

Todd Horenstein, Assistant Superintendent for Vancouver Public Schools, explained that the school district has been in discussions with the City for a number of years to locate a school near or in downtown. He stated multiple sites were considered, and this site in partnership with the City seemed most appropriate. He stated

the site still remains a public asset whether it is being occupied by the City or the school.

Councilmember Paulsen asked what the height of the proposed school would be. Mr. Horenstein stated it is envisioned to be a four-story building, which would not be in the flight zone of Pearson Airfield. He stated the school intends for a more vertical design to take up less ground space.

Councilmember Stober asked whether the school board had approved moving forward with construction of this school yet, and whether the board has had any discussions regarding a desire to see alternative designs or concerns about financial feasibility due to other ongoing projects. Mr. Horenstein stated the school board has approved the lease agreement; a construction contract is pending approval at the school board meeting on August 11. He stated previous school board discussions regarding design centered on the size of the school related to enrollment purposes. He stated the intention is to construct the shell of the building to accommodate full enrollment. He stated the school district has adequate funding to complete construction.

Councilmember Stober expressed concerns about the Council being asked to approve a lease for a project for which he has not heard the school board make clear that they want to move forward with. He stated he would like that commitment from the school board before approving a lease agreement for this proposal.

Councilmember Paulsen asked if there are provisions in the agreement for the City to take recourse if the school district does not move forward with the project under its anticipated use. Brent Boger, Assistant City Attorney, stated there is not language specific to that in the lease, but in accordance with the provisions of the lease, the City could argue the school district would be in breach of the lease and the City could take action to terminate it.

Councilmember Hansen asked whether another new school project had been scaled back in order for the district to be able to also move forward with this project. Mr. Horenstein stated a new elementary school is under design in the north central portion of the district. There was a question as to whether enrollment would support both that one and one downtown, and the district has demonstrated it would. The board directed staff to move forward with the design of both schools at full size with alternatives to scale back enrollment or building size depending on the actual bids and construction costs.

City Manager Eric Holmes added there is a bit of a sequencing issue at play here as well, as the school district has ratified the lease but has not yet awarded a construction contract. He stated he would expect that is in part because they cannot award a contract until they have secured the property on which to build the project, which is contingent on the Council's approval of the lease agreement.

Motion by Councilmember Hansen, seconded by Councilmember Paulsen, and carried 6-1, with Councilmember Stober voting No.

4. **Appointments to the Parks and Recreation Advisory Commission**

The Parks and Recreation Advisory Commission is a 10-member volunteer citizen's group made up of city residents, two school district representatives and a liaison from the Parks Foundation of Clark County. The commission advises Vancouver City Council and city staff on needs, plans and programs necessary to provide an adequate system of parks, open space, playgrounds, facilities and recreation services to the residents of Vancouver.

Committee 2 interviewed eight applicants for three full-term positions and one partial-term position and recommends the reappointments of Sean Janson and Jaynee Haygood, and the appointment of Anne Marie Barber to the full-term positions, with their terms beginning immediately and expiring July 31, 2023. For the partial-term appointment, Devan Rostorfer is recommended, with a term beginning immediately and expiring July 31, 2022.

Request: Reappoint Sean Jansen and Jayne Haygood and appoint Anne Marie Barber to the Parks and Recreation Advisory Commission, terms beginning immediately and expiring July 31, 2023; appoint Devan Rostorfer to a partial term beginning immediately and expiring July 31, 2022.

Council Committee 2 (Stober, Paulsen, Lebowsky)

Motion approved the request.

5. **Approval of Claim Vouchers**

Request: Approve claim vouchers for August 3, 2020.

Motion approved claim vouchers for August 3, 2020, in the amount of \$8,216,159.78.

Public Hearings (Items 6-8) - see general protocol above

6. Multifamily Tax Exemption: Residences at Arnada

Staff Report 094-20

A RESOLUTION of the City Council of the City of Vancouver approving an agreement with Palindrome LLC for a 10 year property tax exemption for the property located at 1660 E Street (Tax Lot 40790000) in Vancouver, Washington, as specifically described in Exhibit A.

Summary

The general intent of the City's multi-family tax exemption ordinance is to encourage development that provides places to live closer to employment, shopping, entertainment and transit services and encourage affordable housing opportunities. An application for multi-family tax exemption under VMC 3.22 has been submitted for the following project:

The Residences at Arnada Apartments:

The proposed project is located within the Vancouver City Center Vision (VCCV) district which is an eligible target area designated through the multi-family tax exemption ordinance. The site is a whole city block between E.16th and E.17th Streets and between D and E Streets. The project site previously had single-family residences but those structures have been removed and the site has been vacant since at least 2018.

The project will provide 83 new multifamily units (17 affordable) in the VCCV district. The affordable units will be for households at or below 80% of the average median income for a period of ten years.

The project will consist of one three-story building and one four-story building with a total of 86,000 sq. ft. of floor area and 56 parking spaces. Unit types are studio (496 sq. ft.) through 3 bedroom (1,300 sq. ft.).

<i>If exemption granted :</i>	<i>All taxing districts</i>	<i>City of Vancouver</i>
<i>Net Present value of future tax revenue (20 year)</i>	<i>\$2,675,000</i>	<i>\$892,000</i>
<i>Net present value of "foregone" tax revenue</i>	<i>(-\$841,000)</i>	<i>(-254000)</i>
NET PRESENT 20 YEAR BENEFIT	\$1,834,000	\$576,000

City Council has approved Affordable Housing Fund awards for this project totaling \$850,000. The awards include \$500,000 approved in October 2017 and \$350,000 approved in February 2019. In addition to multi-family tax exemption affordability requirements the Affordable Housing Fund will require that 12 units will be restricted to households earning up to 50% AMI throughout the its 20-year affordability period.

The project has been presented to the CCRA development sub-committee on June 11, 2020, and the full board meeting on June 18, 2020. No objections or conditions were made at the meeting.

Request: On Monday, August 3, 2020, following a public hearing, adopt a resolution approving an agreement with Palindrome LLC and authorizing the City Manager or designee execute a multi-family housing limited property tax exemption agreement.

Peggy Sheehan, Community Development Programs Manager, 487-7952

Peggy Sheehan, Community Development Programs Manager, provided Council with an overview of the proposed project and multifamily tax exemption agreement.

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

- Glen Yung, Vancouver, noted the Council has had previous discussions with staff regarding the affordability index being tied to the Portland Metro area, and as such being artificially inflated for Vancouver. He requested the City enact more stringent affordability thresholds for these projects in

exchange for the tax exemptions.

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

Councilmember Stober asked why the project sponsor would not have requested a 12-year exemption, given the proposed rent levels would meet the requirements for that level. Ms. Sheehan stated she thought it likely that the project sponsor wanted some flexibility, as the project has other funding sources involved which dictate rent levels as well.

Councilmember Stober stated he is excited about this project moving forward, as research indicates one of the most effective ways of moving people out of generational poverty is by exposing them to mixed income areas. He noted that one of the issues the Council was slated to take up this year was review and potential revisions to the Multifamily Tax Exemption program, including those affordability metrics, but that review had been delayed due to the COVID-19 pandemic.

Motion by Councilmember Stober, seconded by Councilmember Hansen, and carried unanimously to adopt Resolution M-4083 approving the agreement.

7. Port of Vancouver Terminal One Development Agreement

Staff Report 095-20

A RESOLUTION relating to the approval of a development agreement pursuant to RCW Chapter 36.70B; establishing an official record of how the System Development Charges (SDC) credits held by the Port of Vancouver USA will be allocated for future development at Terminal 1; authorizing the City Manager to execute a development agreement; and providing for an effective date.

Summary

VMC 14.04.235 allows the utilization of water and sewer SDC credits on new developments where there has been an existing or prior use of water and sewer, but limits the ability to apply those SDC credits to the parcel of previous use. The transfer of SDC credits from one parcel to another must be approved by City Council.

The general purpose of this Development Agreement is to establish the total credits available for water and sewer SDCs relating to existing and prior utility services and to facilitate the distribution of the SDC credits from individual Terminal 1 properties across all properties within Terminal 1.

The Port of Vancouver USA (The Port) is the owner of property legally described as set forth in the attached Development Agreement. The Port entered into a long term lease with Vesta Hospitality, operating as T- 1 Hotel LLC and currently developing the site with the AC Hotel by Marriot. Vesta Hospitality entered into a long-term ground lease with the Port in December 2018 to develop the property with a hotel.

In the Ground Lease, the Port agreed to assist Vesta Hospitality in obtaining the benefit from any potential credits for City system development charges from prior land uses on the Property including a 160-room hotel with a restaurant and meeting space and an office building of approximately 4,187sf. As of this date, the hotel (formerly known as the Red Lion) has been shut down and partially demolished, the office building has been demolished and the restaurant is planned to be shut down and demolished in the near term.

Vesta Hospitality is currently in the process of securing permits from the City for the construction of the 150-room AC Hotel by Marriot on the former hotel site consistent with the Conceptual Master Plan approved in 2017 by the City Council.

The City has calculated that the prior use of the office building located at 110 Columbia Street (Lot 3) served by a 2-inch water meter has available Water SDC Credits of \$18,880 and Sewer SDC Credits of \$21,920. The City has also calculated that the prior use of the hotel building and current use of the restaurant and meeting space components located at 100 Columbia Street (Lots 4, 5, & 6) served by a 6-inch water meter has available Water SDC Credits of \$118,000.00 and Sewer SDC Credits of \$380,860.00. The combined available Water SDC Credits total \$136,880.00 and the combined available Sewer SDC Credits total \$402,780.00. The Parties agree that the Water SDC Credits of \$136,880.00 and the Sewer SDC Credits of \$402,780.00 shall be made available as needed to developers on any of the properties owned by the Port of Vancouver USA known as Terminal 1 until such credits are fully allocated. It is the intent of the Port of Vancouver to allocate \$35,400 in credits for water and \$225,365.00 in sewer credits to Vesta Hospitality, operating as T-1 Hotel LLC as part of this agreement.

Entering into this Development Agreement will govern the amount of SDC credits available and will

facilitate the distribution of SDC credits between parcels.

Request: On Monday, August 3, 2020, following a public hearing and subject to public testimony received, adopt a resolution to approve the requested development agreement and authorize the City Manager to sign said agreement.

Chad Eiken, Community and Economic Development Director, 487-7882; Jason Nortz, Development Review Manager, 487-7844

Jason Nortz, Development Review Manager, provided an overview of system development charges and the request from the Port of Vancouver.

Mayor McEnerny-Ogle opened the public hearing and, receiving no testimony, closed the public hearing.

Motion by Councilmember Paulsen, seconded by Councilmember Glover, and carried unanimously to adopt Resolution M-4084 approving the development agreement.

8. **Presbytery of the Cascades Annexation**

Staff Report 076A-20

AN ORDINANCE relating to approval of an annexation pursuant to RCW 35.13.125; establishing the geographic extent, defining the comprehensive plan and land use designations, and determining the assumption of all or any portion of existing city indebtedness; accepting the certified petition supporting annexation; and providing for an effective date for the Presbytery of the Cascades annexation.

Summary

City staff has received a notice of intent to annex from a singular property owner. The Presbytery of the Cascades church is located at 16210 NE 20th Street (at 162nd Ave). The site is 4.4 acres in size. The site is currently served by City water, sewer, stormwater and fire (FD5) services. With the annexation the City would also accept approximately 620 linear feet of right-of-way in NE 20th Street from 162nd Avenue to 164th Ave. With the current owner being a nonprofit entity the property is currently exempt from property tax. Surrounding uses include both residential and commercial uses.

The current County Comprehensive Plan designation is Commercial (C) with a zoning designation of Community Commercial (CC). The applicant requested a change on the eastern two acres of the site to a City Comprehensive Plan designation of Urban High (UH) density and an R-18 zoning designation. On June 15, 2020 City Council approved these requested changes.

Council held first reading of the annexation ordinance on July 6, 2020, and set a public hearing for July 20, 2020, at that time. Due to scheduling conflicts, staff requested the public hearing be continued and is requesting final approval of the ordinance following another duly advertised hearing on Monday, August 3, 2020.

Request: On Monday, August 3, 2020, subject to public hearing, approve ordinance.

Bryan Monroe, Associate Planner, 487-7958

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

Bryan Monroe, Associate Planner, provided background information on this annexation process, and an overview of the parcel and request, proposed zoning, assumption of debt, and prospective future development on the site.

Mayor McEnerny-Ogle opened the public hearing and, receiving no testimony, closed the public hearing.

Councilmember Fox asked how one parcel could be spot zoned compared to the surrounding parcels and whether that would need to be corrected before moving forward. Bryan Snodgrass, Principal Planner, stated spot zoning is sometimes used in cases where a single parcel is different than what surrounds it. He stated in this case, legally, this likely would not meet the definition of spot zoning because it is residential, as are some of the surrounding properties, and some have ranges of residential densities including attached single family, whereas this property is to be zoned R-18. He stated staff can provide further legal research on what does and does not provide a spot zoning, but in this case, staff determined in looking at this in advance of the comprehensive plan amendment in June that it would not meet that test.

Councilmember Lebowsky asked whether the proposed mixed-use zoning allows for residential development and at what density. Mr. Monroe stated the purpose would be to have mixed use of residential and commercial. In this case, it would fall under the County's mixed-use zoning requirements.

Councilmember Stober expressed concerns, as the City is developing commercial corridors, which 162nd Avenue should be classified as, and access to transit in this area is sporadic because the City has not been encouraging uses within the corridor that justify higher C-TRAN service levels. He stated he understands the compromises that were made with this particular request, but he does not agree with them; he believes the zoning should be multi-family to create more density and pedestrian flow to be able to encourage people to live in this neighborhood and be able to utilize public transit.

Motion by Councilmember Paulsen, seconded by Councilmember Hansen, and carried unanimously to approve Ordinance M-4303.

Old Business (Item 9)

9. Ratification of Emergency Order 2020-16

A RESOLUTION ratifying and confirming Emergency Order 2020-16 as issued by the Vancouver City Manager.

Request: Adopt a resolution ratifying Emergency Order 2020-16.

Eric Holmes, City Manager

City Manager Eric Holmes provided Council with an update on the current state of COVID-19 response by the State, as well as local orders and operations.

Mr. Holmes presented Emergency Order 2020-16 to Council for ratification, explaining that it is an extension of a previous emergency order ratified by the Council, which relates to the requirement for landlords to wear personal protective equipment when they enter occupied residential units for property inspection purposes.

Motion by Councilmember Stober, seconded by Councilmember Paulsen, and carried unanimously to adopt Resolution M-4085 ratifying Emergency Order 2020-16.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

a. Fourth Plain Commons Funding Strategy Update

Rebecca Kennedy, Long Range Planning Manager, and Victor Caesar, Development Manager for the Vancouver Housing Authority, provided Council with an overview of the proposed funding strategy for the Fourth Plain Commons.

b. City of Vancouver Recovery Framework

Aaron Lande, Senior Policy Analyst, provided Council with an overview of a proposed economic recovery framework and holistic community recovery group.

c. July Budget Retreat Summary Report

Mr. Holmes presented a summary of the Council's recent budget retreat and confirmed Council direction on the budget framework.

Councilmember Paulsen reiterated a request that Council receive regular status updates on City revenues in comparison to the six-year forecast that was presented to the Council during the retreat.

Motion by Councilmember Stober, seconded by Councilmember Lebowsky, and carried unanimously to ratify the budget retreat summary report.

Adjournment

9:19 p.m.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Meetings of the Vancouver City Council are electronically recorded on audio and video files. The audio files are kept on file in the office of the City Clerk for a period of six years.

July 27, 2020 - Vancouver City Council Meeting Minutes

WORKSHOPS

Workshops were conducted remotely over video conference utilizing a GoToMeeting platform. Members of the public were invited to view the meeting via the live broadcast on www.cvtv.org and CVTV cable channels 23 or HD 323, or on the City's Facebook page, www.facebook.com/VancouverUS, or listen via the GoToMeeting conference call.

4:00-6:00 p.m. The Heights District Plan

Chad Eiken, Community and Economic Development Director, 487-7882; Rebecca Kennedy, Long Range Planning Manager, 487-7896; Marjorie Ledell, Chair, Vancouver Planning Commission

Summary

Staff provided Council with an update on the Heights District planning effort as part of a series of workshops prior to consideration of adoption of the Heights District Plan. This session focused on transportation recommendations; strategies and response to public input, the approach to sustainability; an overview of the Environmental Impact Statement findings, comments and responses regarding emergency services, utilities and the environment; and an overview of the phased implementation strategy.

COUNCIL CONSENT AGENDA MEETING

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

Call to Order and Roll Call

The regular meeting of the Vancouver City Council was called to order at 6:30 p.m. by Mayor McEnerny-Ogle. The meeting was conducted remotely over video conference.

Present: Councilmembers Fox, Lebowsky, Stober, Hansen, Mayor McEnerny-Ogle

Absent: Councilmembers Paulsen, Glover

Motion by Councilmember Lebowsky, seconded by Councilmember Stober, and carried unanimously to excuse Councilmembers Paulsen and Glover.

Also present on the call were the following: Eric Holmes, City Manager; Jonathan Young, City Attorney; Amanda Delapena, Assistant to the City Council; Brian Carlson, Interim Deputy City Manager; Chad Eiken, Community and Economic Development Director; Annette Griffy, Engineering Manager; Rebecca Kennedy, Long Range Planning Manager; Aron Rice, Civil Engineer; and members of the public.

Citizen Communication (Items 1-2) - See general protocol above

Mayor McEnerny-Ogle opened Citizen Communication and, receiving no testimony, closed Citizen Communication.

Consent Agenda (Items 1-2)

Motion by Councilmember Stober, seconded by Councilmember Fox, and carried unanimously to approve the Consent Agenda.

- 1. Professional services agreements (PSAs) for on-call Stormwater Engineering retrofit planning and design services**

Staff Report 090-20

Summary

The City issued a request for qualifications for on-call stormwater retrofit planning and design services in March 2020. By April 29, 2020, the City had received 13 proposals. After a review of all proposals, the evaluation committee selected ten consultants for professional service contracts. Staff proposes to execute each contract for a period of five years. Each contract shall not exceed \$1,000,000.00.

Since 2016, City of Vancouver Surface Water Management has obtained over \$8.5 million in state-funded grants to improve water quality from stormwater runoff. City staff has utilized the existing on-call contracts (awarded in 2016) with eight consultants, spending approximately \$2 million for planning and design to date. These existing on-call contracts have all reached or nearly reached capacity resulting in the need for additional contracts.

In recent years, growing development activity and more stringent stormwater regulations have greatly increased the workload and number of projects requiring review by Surface Water Management staff. Utilizing an on-call contract allows the City flexibility in staffing projects during times of peak workload with professionals competent in the field of stormwater management planning and design.

The ten selected consultants are: Otak, Harper Houf Peterson Righellis, Maul Foster & Alongi, Gray & Osborne, and MacKay Sposito, all of Vancouver; Herrera Environmental Consultants, HDR Engineering, Brown and Caldwell, Parametrix and Mead & Hunt, all of Portland.

It is important to note that these contract values will be “not-to-exceed” values for the entire 5 years of the contracts’ terms. Individual task orders, which will be issued as project specific needs arise, will include a more detailed scope and budget.

Request: Authorize the City Manager or his designee to execute Professional Services Agreements with Otak, Harper Houf Peterson Righellis, Maul Foster & Alongi, Gray & Osborne, and MacKay Sposito, all of Vancouver; Herrera Environmental Consultants, HDR Engineering, Brown and Caldwell, Parametrix, and Mead & Hunt, all of Portland, for the provision of stormwater retrofit planning and design services on an as-needed basis for five years. The total value of each contract will not exceed \$1,000,000 for the 5 year life of each contract.

Aron Rice, Civil Engineer, 487-7170

Motion approved the request.

2. **Approval of Claim Vouchers**

Request: Approve claim vouchers for July 27, 2020.

Motion approved claim vouchers for July 27, 2020, in the amount of \$2,620,057.38.

Citizen Forum (up to 90 minutes)

This is the place on the agenda where the public is invited to speak to Council regarding any issue. Up to 90 minutes will be allotted for the Citizen Forum. Each speaker must register in advance, per the general protocol outlined at the top of this agenda. Detailed instructions and protocol will be provided to registered speakers once the advance registration closes. Each speaker shall have one opportunity to address the Council. Citizens testifying are asked to limit testimony to three minutes.

Mayor McEnerny-Ogle opened the Citizen Forum and received the following testimony:

- Cheryl Aichele, Vancouver, stated she likes participating in the Citizen Forums but did not have a specific topic to discuss at this meeting.
- Carmen Deleon, Vancouver, expressed concerns with activities happening at a neighboring residences owned by Share House.
- Janice Ritter, Vancouver, representing the Heights District Neighborhood Coalition, expressed concerns with the Heights District Plan regarding plans for housing and parking in the district.
- Kate Fernald, Vancouver, representing the Heights District Neighborhood Coalition, expressed concerns that some neighborhood concerns do not seem to be incorporated into the EIS for the Heights District Plan, and questioned the information being presented to the Council.
- Sue Pupo, Vancouver, representing the Northcrest Neighborhood, expressed concerns that the Northcrest Church is still being included in the boundaries of the Heights District.

Mayor McEnerny-Ogle noted the Council had received a number of written comments regarding the Heights District (attached).

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

Adjournment

6:53 p.m.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Meetings of the Vancouver City Council are electronically recorded on audio and video files. The audio files are kept on file in the office of the City Clerk for a period of six years.

From: [Barbieri, James](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: Heights Project
Date: Sunday, July 26, 2020 8:16:56 AM

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

Good Day. As residents of Vancouver who live on Highland Drive in the Heights neighborhood, We are very excited about the project proposed for the old Tower Mall. This type of multi-use space is just what is needed in this part of the city.

We respectfully ask you to make sure to include enough parking at the complex to make sure that our neighborhoods are not crowded with on street parking. These quiet streets provide an excellent place for people of all ages to recreate and socialize. We have watched everyone from young families pushing strollers to children learning to ride bikes to elderly in wheelchairs and using walkers use our streets. These roads should continue to provide an excellent resource for everyone, including the new residents of the Heights Project. If they are used for overflow parking then everyone would be negatively impacted, and safety would be compromised especially for our children, simply because we did not designate enough parking for the complex. Let's not do that, please.

Your plan looks terrific and includes so much that is positive. So let's pay the price now , on the front end, to create a truly positive and lasting impact on all who support this wonderful growth opportunity. Thank you.

Sincerely,
James and Kristin Barbieri

From: [REDACTED]
To: [City of Vancouver - Office of the City Manager](#)
Subject: Heights District Plan
Date: Sunday, July 26, 2020 5:47:27 PM

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

City Council,

We have lived in the heights for almost 50 years and are very concerned with the effect this project will have on the surrounding single-family neighborhoods.

The proposed area will include 6 story apartments buildings with retail and offices on the first floors in neighborhoods that are presently zoned 1-2 stories. The apartments will have only 1 parking space per unit. How will that work with apartment residents, office workers and retail customers all proposing sharing the 1 space per unit? Where will the other cars park? In the proposed metered parking spaces or into the surrounding neighborhoods for free parking? Not everyone has the ability or desire to take a bus, walk or bike to their chosen destination whether that be for work, shopping or pleasure.

Andresen is currently 2 lanes each way. Proposed is 1 lane in each direction with parking and bike lanes between Mill Plain and McArthur. The traffic will be funneled from 2 lanes into 1 and then back to 2 thru this short corridor. Does that really make sense?

Safety of people getting in and out of their cars parked along Mill Plan (a major thoroughfare) and traffic flow is a major concern. From HD Plan pictures, it indicates cars will be parked on the south side of Mill Plain with a bus stopped unloading and loading passengers and cars stopped in the lane behind the bus next to the parked cars.

A lot of the residents in this area are retired and on fixed incomes. Will this raise our property taxes and tax us out of our homes?

One of the biggest concerns has been the lack of honesty and transparency. In

the middle of the Environmental Impact Statement (in which you were hoping no one would notice) was a plan to allow the churches (not currently in the Plan) to opt in and be rezoned. The churches were not aware of this beforehand and opposed this idea. The churches and the neighborhoods requested this be changed and we thank the council for honoring that request.

According to the articles in The Columbian, the City wants to make our area into a city like Portland and Seattle. The project as proposed will change the landscape of our neighborhoods. If we wanted to live in those type of environments, we would move there.

The City did not seem to care about the residents surrounding Columbia Street. The recent City survey gave them very low marks. Here is a great opportunity for the City Council to change that perception and finally listen to the residents of the neighborhoods.

Respectfully,
Sandy Burckhard



Vancouver, Washington 98664
Heights Neighborhood

From: [REDACTED]
To: [City of Vancouver - Office of the City Manager](#)
Subject: Parking On Mill Plain
Date: Sunday, July 26, 2020 12:08:17 PM

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

We have lived in the heights area off Mill Plain for almost 50 years. We walk along Mill Plain 4 or 5 times each week and are intrigued with the increase of traffic flow. To allow parking on Mill Plain with this increased traffic flow would be a big mistake and lead to accidents as people try to exit cars directly into the line of traffic. We beg the city council to eliminate the Mill Plain parking portion of the Heights Development project. Saving lives is a lot more important than increased parking spots. Please listen to the voters in the heights area and leave Mill Plain as a main thoroughfare and not a parking lot.

Thank you,
Duane Burckhard

[REDACTED]
Vancouver WA.

From: [Cleo Childers](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: Vancouver Heights Parking
Date: Sunday, July 26, 2020 9:57:17 AM

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

Any parking along Mill Plain is unsafe and shortsighted. Mill Plain is one of the major arteries through Vancouver. A plan that would reduce traffic flow in a growing city just doesn't make sense. Hoping we are not trying to plan ourselves into another Portland.

Thank you

From: [City of Vancouver - Office of the City Manager](#)
To: [Delapena, Amanda](#)
Subject: FW: Heights district plan
Date: Monday, July 27, 2020 2:02:51 PM
Attachments: [image005.png](#)

For council

Kerry Peck | Support Specialist III



CITY OF VANCOUVER, WASHINGTON
City Manager's Office/Administrative Support
P: (360) 487-8616

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



[LEARN ABOUT VANCOUVER'S COVID-19 RESPONSE HERE](#)

From: Vicki Coles [REDACTED]
Sent: Monday, July 27, 2020 1:22 PM
To: City of Vancouver - Office of the City Manager
Subject: Heights district plan

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

The Heights District Plan to "create a downtown-like experience" is wrong for so many reasons - too many residential units, lack of parking for the number of residential units planned, allowing buildings of more than two stories. Perhaps the most ludicrous idea is thinking one parking place per unit is adequate. To paraphrase old saying, "What was the planning department smoking?" Even more ridiculous is the idea of creating parking on Mill Plain Boulevard, an unrealistic and incredibly dangerous plan.

My hope is the city drops the entire idea of the Heights district plan, if that doesn't happen, please rethink the parking plan for the sake of the surrounding neighborhoods.

Thank you for your time,
Vicki Coles

From: [REDACTED]
To: [City of Vancouver - Office of the City Manager](#)
Subject: Defined housing and revised parking considerations
Date: Sunday, July 26, 2020 8:23:54 AM

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

To the City Council and Planners,

We appreciate the considerations you have provided on the Heights District Plan in the past and understand your vision and needs for the city stated in the Plan, but we feel you are reaching too far in your details that you describe. Some of the main issues are the housing and the parking.

You describe 6-foot stories in the middle tapering down to smaller units around the edges next to the neighborhoods. We would like the areas more defined concerning building heights. Provide a boundaries so future developers and city council decision makers do not get carried away. It appears greed has taken over the country. Money is more important than human values and conditions. We do not want that scenario to happen here.

We have heard there is a 1:1 ratio between parking and housing units. That does not seem fair. Though there may be some elderly that may not need cars, most couples have 2 vehicles, if not 3 or more for young drivers. A ratio of 2 parking spaces per housing unit would be more sensible, but we could compromise on at least 1.5 parking units per housing units. Though we do not know the affects of this pandemic yet, it will change our views in the future, just the depression, WWII, and 9/11 have. People may be working at home more, since managers see it can be done. People may feel less comfortable packed into multiple housing units. You are asking for a narrow 1:1 ratio on top of shared parking. The trend is going towards flexible hours, so the shared parking idea of having office workers using a parking garage during the day and by residents in the evening may not be a feasible in the future as it is now. The 1:1 parking ratio means the City will only provide 52% of the actual number of parking spots needed. That means that people will be forced to park somewhere outside the designated residential parking area. The proposed solution is future monitoring and "Residential Parking Pass"? Adding this future burden to the neighborhoods for poor parking planning in the present does not seem reasonable. But more importantly, narrowing Mill Plain, a major east-west arterial road, for parking is a dangerous safety concern. Are you noticing the increase traffic Mill Plain is getting each year? Are you planning to narrow all of Mill Plain, or are you creating a bottleneck? We know you need parking, but at the sake of safety?

We understand that Tower Mall is a great location between I5 and I205, but we feel you are creating future problems. We are asking you to scale down the housing and increased the parking. You may consider additional parking not cost effective, but if people cannot find reasonable parking, they will not choose to shop at revenue generating businesses. People in surrounding neighborhoods will move out and the property value will go down, leading to less revenue for the city. Please take these pleas of limiting housing and increasing parking into your final decisions.

Janice Ritter

[REDACTED]

Vancouver, WA
Dubois Neighborhood

From: [Barbara](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: Heights Redevelopment
Date: Sunday, July 26, 2020 6:23:23 PM

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

To the city of Vancouver, Mayor, city council and all others Involved in the Redevelopment,

The main reason I purchased my home on Phoenix Way 6 years ago was because of the neighborhood and surrounding neighborhoods. One and two story single family homes, and some businesses. The neighborhood is quiet.

If I had wanted to live near an Urban center with Apartments and condos, I would of sought that out.

Many things concern me about the planning for this redevelopment :

1. Parking, according to the plan...1 parking space per unit. Not everyone living there will be single with one car. Where will people with 2 cars park? Where will their company park? The idea of we will address that problem when we come to it does not sit well with people. You knew the cost of parking spaces when you developed this. If you can't give adequate parking, maybe you should think of downsizing the project.

The gathering places and events you plan, where will the cars park?

This problem needs to be addressed before the FEIS is adopted.

2. The heights of buildings should be no more than the new schools. We don't need high rises and certainly no hotels. This also needs to be mandated before the FEIS.

3. Then all the road changes, roundabouts everywhere? You will be looking at more accidents and frustrations of people trying to get off of side streets, and driveways.

Andresean down to one lane? Why, when your putting more people in the area. I myself don't want to be stuck behind a car with a flat or mechanical problems.

Not everyone rides a bike, or wants to take the bus. People who take a bus usually have to. I can't imagine to many people riding their bike downtown to go to work. I certainly would not want to climb MillPlane to get home.

4. What about the people who have lived in the heights district for years. They have paid their taxes to this city, and now you want to disrupt their lives. Why?

Maybe you should remodel the Tower Mall like Garrison square. There you find plenty of Free parking, nice food establishments, and businesses.

I seriously don't think we need 5,000 more people living in this area. Your looking at more crime, and traffic problems. I for one don't want to sit on MillPlane trying to get someplace.

It's real pretty on paper, but who will maintain all these areas? Will they look like the medians do now? With weeds and dead trees?

Let's fix what we have, and be proud of the city, instead of stacking as many people as possible into a small place.

Sincerely,

Barbara Stanley

Sent from my iPad

Kirkland East: Orientation to Project and Draft Development Agreement

VANCOUVER
CITY HALL



August 17, 2020
City Council Workshop

Chad Eiken, CED Director
Dean Kirkland, Chairman, Kirkland Development
Brian Fleener, Architect, Otak, Inc.

Presentation Overview

- Orientation to Project Site (staff)
 - Location, Property Ownership
- Proposed Development Scope (Kirkland team)
 - Layout, Uses, Density, Design, etc.
 - Architectural Renderings
- Key Issues to be Addressed by Development Agreement (staff)
- Next Steps
- Questions and Discussion

Project Site Orientation





Area of Proposed Off-Site Work

Area Controlled by Kirkland

Old Apple Tree Park

Project Scope

- Construction of two 5-story residential buildings above two-level parking garage north of relocated Columbia Way, with approximately 219 market rate units and a 13,000 square foot ground floor retail space
- Parking structure to include one level below grade and two levels above.
- Removal of two existing restaurants and surface parking lots.
- Construction of three buildings on the south side of relocated Columbia Way totaling 112,000 square feet for restaurants (lower levels) and office use.

Project Scope (continued)

- Reconstruction and expansion of the City's Renaissance Waterfront Trail and Boardwalk
- Construction of a new 200-space public parking lot on NPS property
- Removal of existing 22+/- space parking lot east of the project site, replacement with lawn

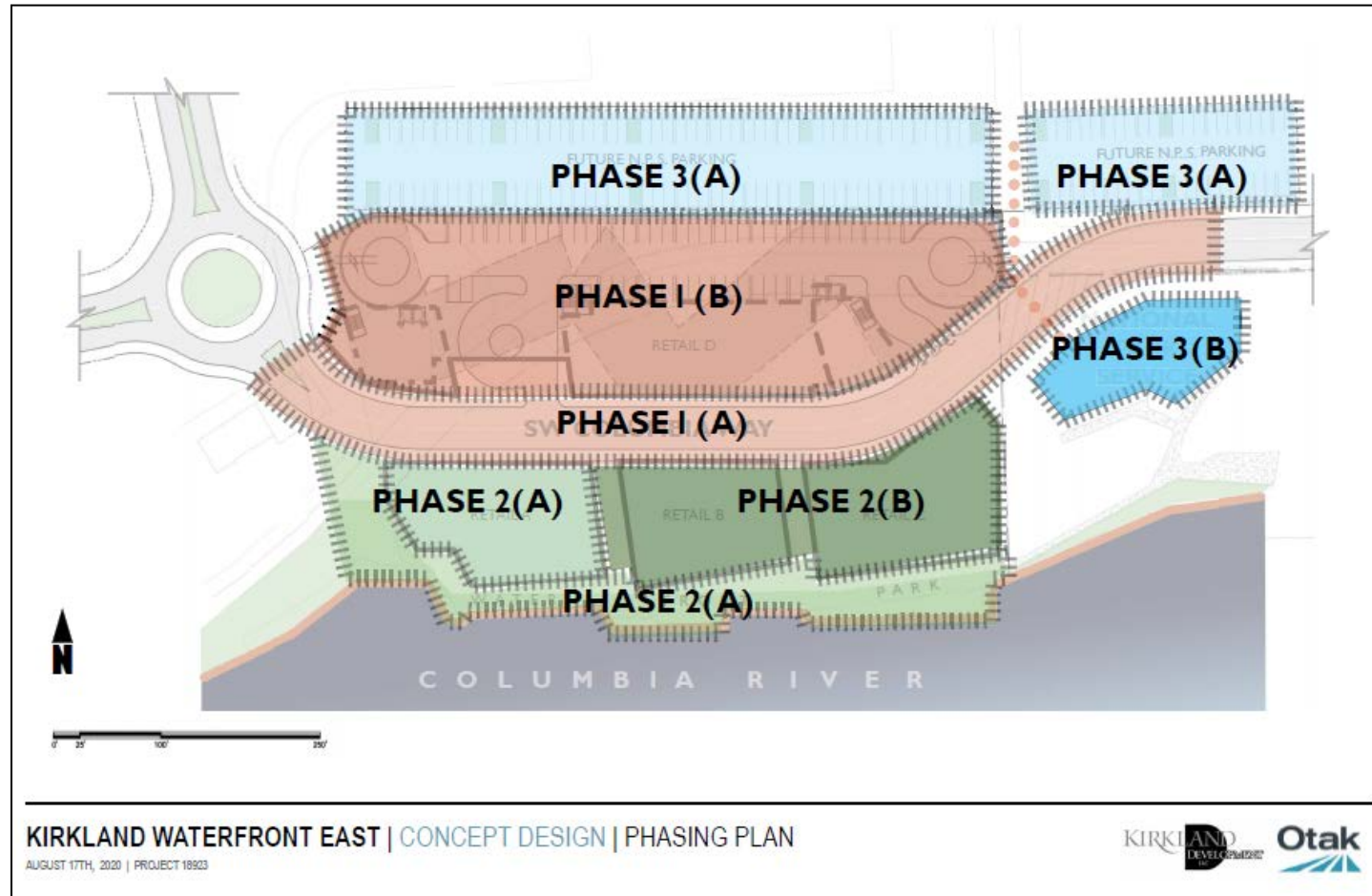


Project Scope (continued)



The logo for the City of Vancouver, Washington, featuring the word "Vancouver" in a large, bold, blue sans-serif font, with "CITY OF" in a smaller font above it and "WASHINGTON" below it. A stylized blue wave graphic is positioned at the bottom.

Project Phasing



Concept Architectural Renderings



Concept Architectural Renderings



Concept Architectural Renderings



Concept Architectural Renderings



Concept Architectural Renderings



Concept Architectural Renderings



Concept Architectural Renderings



Precedent Images/Influences on Design



Precedent Images/Influences on Design



Sustainability Features of Project

- The project will target a sustainability certification; exact certification to be determined as the design progresses.
- NPS waterfront parking lot will be returned to natural pervious state.
- Extensive building energy modeling to reduce carbon footprint.
- Sustainable parking lot, storm water and landscape strategies, including the use of LID design and native / adaptive vegetation.
- Possible electric vehicle charging stations in parking garage, lots
- Shoreline enhancement designed to support sustainable ecosystems.

Public Benefits

- Approximately 219 new housing units, restaurants near downtown, waterfront trail, and Historic Reserve
- Reconstruction of dilapidated/unsafe public boardwalk and trail along shoreline; removal of signs along shoreline
- 200 new parking spaces for daytime use by downtown employees, NPS park visitors; evening/nighttime use by the development
- Enhancement of NPS park property near shoreline through elimination of aging public parking lot and replacement with lawn

Key Issues to be Addressed by D.A.

- Project scope: uses, site design, building height (and compliance with FAA regulations), construction timing
- Realignment of Columbia Way road and right-of-way to south
- Reconstruction and expansion of dilapidated shoreline trail and boardwalk
Expansion of Multi-Family Tax Exemption Boundary to include project site for market rate housing
- Summary of required permits and approvals (e.g. master plan approval, shoreline permits, SEPA, etc.)
- Vesting to development regulations in effect

Key Issues to be Addressed by D.A. (cont.)

- Construction of two 100-space parking lots north of the project site on National Park Service property by developer
 - o NPS to lease parking lots to City for monthly permit and short term visitor parking during the day (pay stations)
 - o City to sublease parking lots to Developer for evening and nighttime parking
 - o City will collect revenues and provide daytime enforcement and maintenance

Property Ownership Adds Complexity



Other Issues to Work Through

- Agreements with property owners, including City and NPS partnership, Clark Public Utilities, WA Dept. of Natural Resources
- Shoreline permitting issues; condition of bulkhead
- Timing of public improvements, particularly Columbia Way realignment with vacation and dedication of right-of-way
- Expansion of the MFTE boundary to include subject property
- Possible surplus and disposition of remnant city properties
- Design of public trail improvements

Key Policy Questions for Council

The following items would come before Council for separate approval:

1. Vacation of approximately 850 feet of SE Columbia Way
2. Expansion of the MFTE Boundary for Market Rate Housing
3. Surplus and disposition of two small city-owned parcels
4. Lease and operating agreements with NPS for surface parking lots, hours
5. Approval of MFTE Request and proposed public amenity if MFTE Boundary is Expanded
6. Sublease of NPS property to Developer for construction of parking lots

Next Steps

- Staff in CED, Law, Public Works, and Parks will continue to work with Kirkland team to address issues, prepare formal D.A. (weekly meetings)
- October: Staff consultation with City Center Redevelopment Authority on design, D.A. elements
- November: City Council Workshop #2 and Public Hearing on D.A.
- Late 2020 - Early 2021:
 - o Council consideration of MFTE Boundary Expansion
 - o Developer to submit master plan application to City for approval
 - o City and NPS to draft agreements

Questions and Discussion

VANCOUVER
CITY HALL

Chad Eiken, CED Director
(360) 487-7882, Chad.Eiken@cityofvancouver.us



Waterfront Gateway Project Update

VANCOUVER
CITY HALL

CITY OF
Vancouver
WASHINGTON

August 17, 2020

Vancouver City Council Workshop

Teresa Brum, Economic Development Division Manager

John Collum, Economic Development Principal Planner

Richard Keller, CCRA Board President

8/13/2020 4:45 PM

Presentation Overview

- Project Leadership by City Center Redevelopment Authority (CCRA)
- City-CCRA Memorandum of Understanding (MOU)
- Waterfront Gateway Background and Overview
- Waterfront Gateway Project Tasks
- CCRA Target Dates - Next Steps
- Council Questions and Discussion

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 Project Area

*Terminal One
Master Plan*

CCRA Board of Directors

- Richard Keller, President
- Marc Fazio, Treasurer, Bill Naito Company
- Jack Onder, Onder Development
- Deborah Ewing, Fuller Group
- David Copenhaver, Cascadia Development Partners
- Brad Hutton, retired (formerly with Hilton Hotels)
- Richard “Dick” Krippaehne, PacTrust

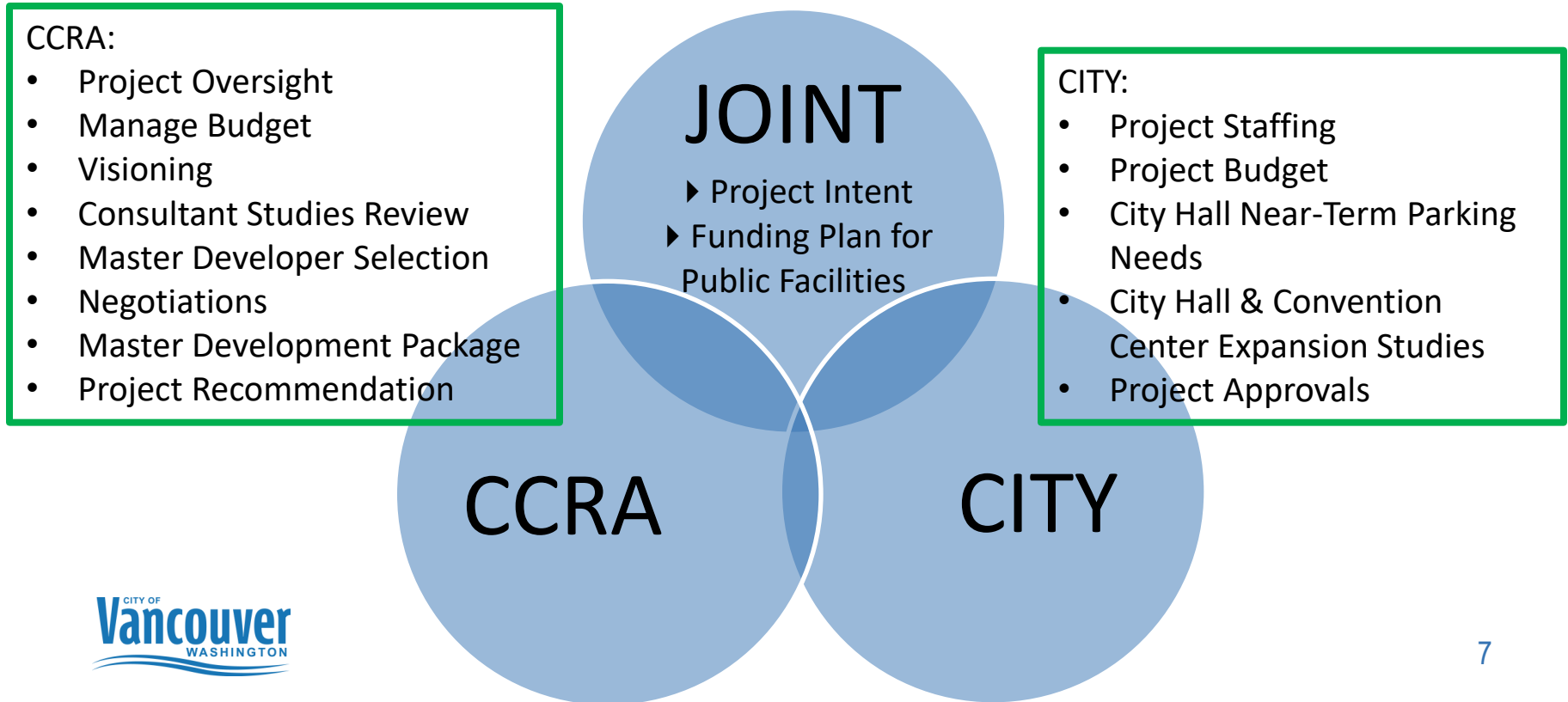
Memorandum of Understanding (MOU): City & CCRA

- Approved by City Council on November 4, 2019
- City Council designated CCRA as the lead body to manage the planning and development of Waterfront Gateway project area
- Key ingredients to consider:
 - Create a branded destination district that connects key activity areas including the waterfront, Fort Vancouver and downtown core
 - Make it active, urban, inviting and mixed-use with cross-site pedestrian connectivity
 - Include any combination of residential, retail, office, visitor, cultural, signature attraction, structured parking uses
 - Include public amenities and facilities

Memorandum of Understanding (MOU): City & CCRA (con'd)

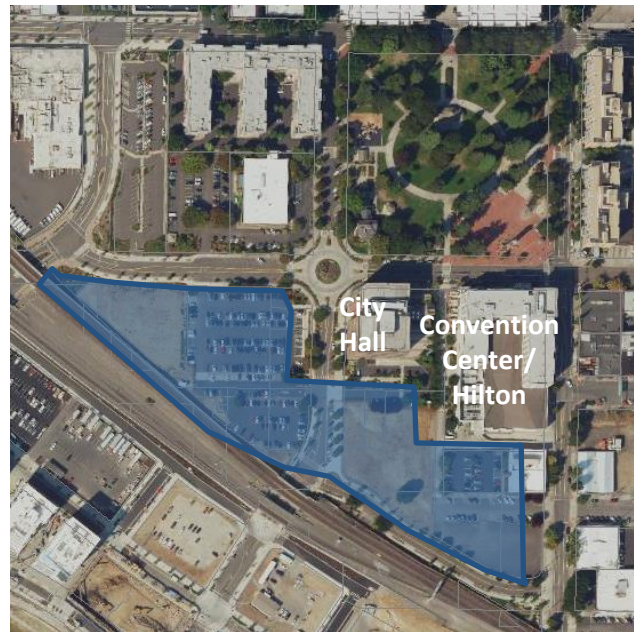
- City supports CCRA through allocation of staff resources and consultant funding
- CCRA Board provides ongoing direction and advice to designated staff that manages daily activities of the project
- CCRA serves as the City's lead negotiator, selects master developer, and reviews and recommends plans, agreements, etc.
- City Council retains final approval of agreements

MOU: Responsibilities of Parties

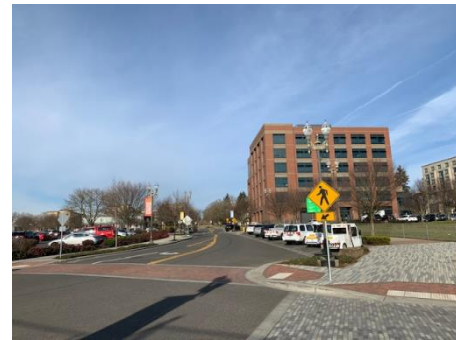


Waterfront Gateway Background

- 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 Overview



Waterfront Gateway Properties

Legend

Project Area

Railroad

Waterfront Development
and Master Plan Areas

Block X

Block Y

Block Z

Parks and Open Space

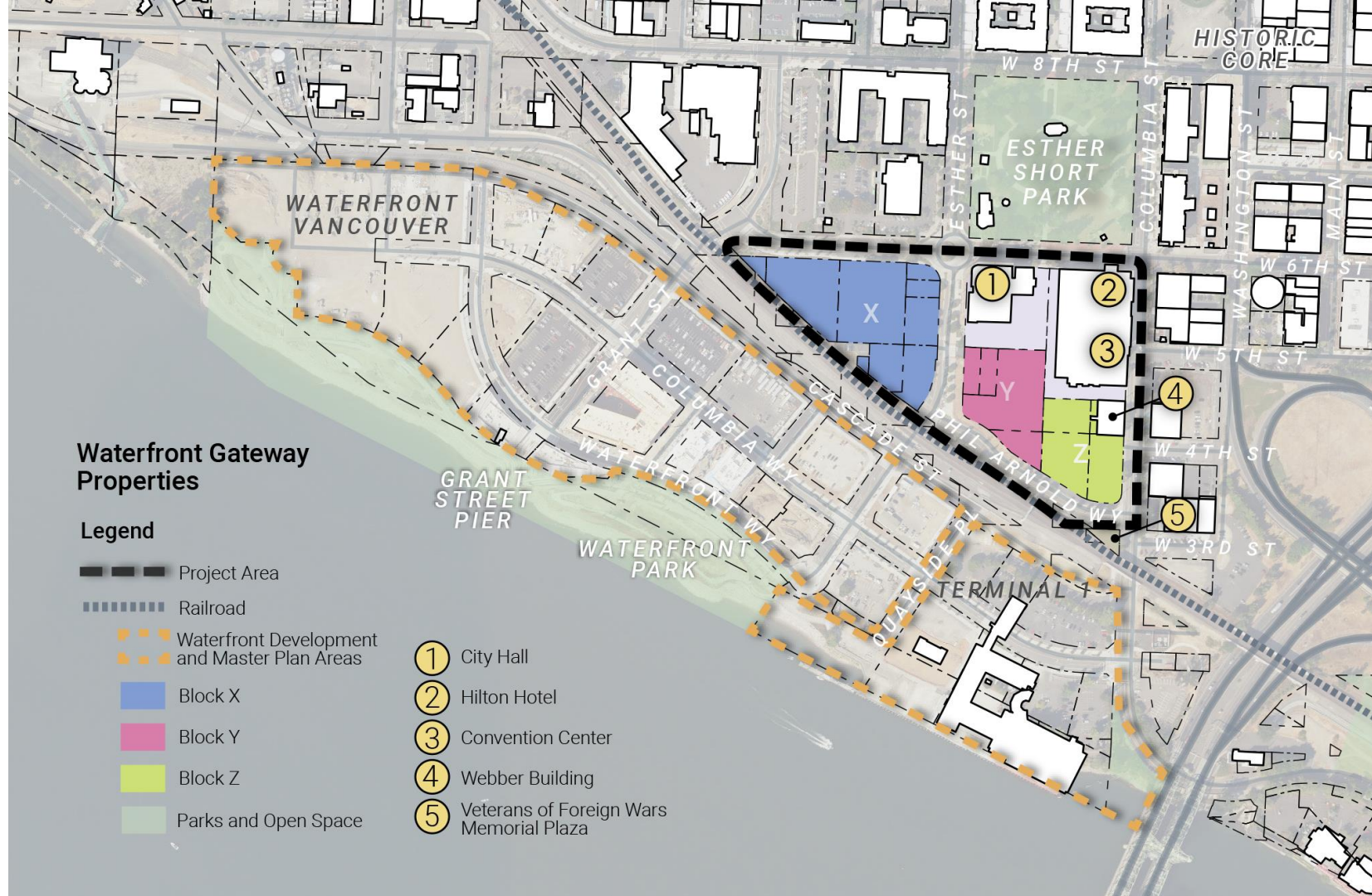
1 City Hall

2 Hilton Hotel

3 Convention Center

4 Webber Building

5 Veterans of Foreign Wars
Memorial Plaza



Waterfront Gateway Project Tasks

Visioning Outreach

- July 2019 Board Workshop
- September 2019 Open House
- November 2019 Wrap-Up



Waterfront Gateway Project Tasks

Visioning

- Purpose: Envision how Waterfront Gateway can contribute to the common good, while balancing private/market interests
- Through: Utilizing eight design principles for successful downtowns, especially via imagery (positive and negative responses)
- Formats: Open house and online feedback on conceptual layouts, prioritizing public benefits, and wish list ideas for what would make the future district blossom as a downtown destination



Waterfront Gateway Project Tasks

Vision Statement Developed for RFQ

The City and the CCRA have a mutual 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, historic core and Fort Vancouver National Site. The district is envisioned as one that:

- is active, urban, inviting and mixed-use with strong cross-site pedestrian connectivity;
- may include any combination of residential, retail, office, visitor, cultural, signature attraction, and structured parking uses;
- capitalizes on the site's strategic location;
- provides public benefits including public connectivity and amenities;
- is accessible to all abilities, ages and income levels; and
- creates an environment that will attract the Vancouver community and visitors from around the region.

Waterfront Gateway Project Tasks

Placemaking and Use Considerations for RFQ

- Create a district that is uniquely Vancouver
- Consider the integration of housing options that are affordable
- Extend/ reinforce mid-block pedestrian connections
- Integrate spaces for people to linger outdoors along streets and pathways
- Utilize wayfinding signage to encourage connectivity
- Include an anchor destination
- Explore the practicality of retaining the Webber Building
- Accommodate site areas for a public parking facility and possible expansion of the Convention Center
- Increase employment downtown
- Emphasize high quality design



Waterfront Gateway Project Tasks

Development and Partnership Considerations for RFQ

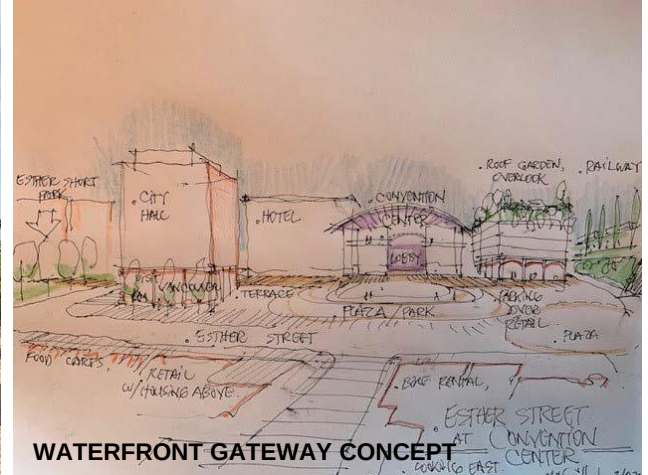
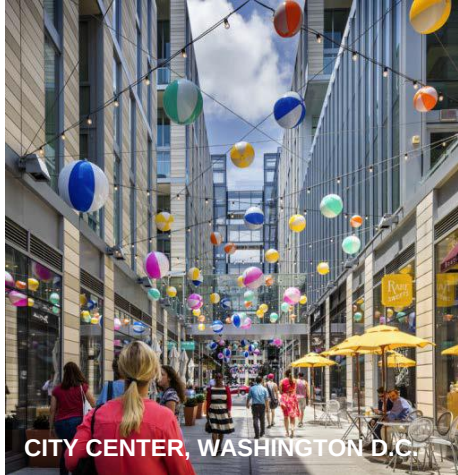
- Commit to goals but future development must also be economically viable and feasible
- Capitalize on Opportunity Zone designation
- Balance public amenities/benefits with private development
- Build on past success; further catalyze development in surrounding area
- Draw from master developer's experience in partnering on public amenities for a seamless urban environment
- Commit to broadly shared economic opportunity and prosperity
- Coordinate public outreach
- Recognize the site's development cannot fulfill all interests; seek creative approaches



Waterfront Gateway Project Tasks

Visioning Refinement

- Michael McCulloch Architecture
- Case studies, precedent imagery, concept sketches
- Districts, internal and external connections, opportunities
- CCRA board workshop in September



Waterfront Gateway Project Tasks

Public Facilities for RFQ

- Facilities to be accommodated within Waterfront Gateway site
 - Parking Garage
 - Potential Convention Center expansion
- Encourage developers to consider uses that are synergistic



Waterfront Gateway Project Tasks

Convention Center Expansion Feasibility Study

- Upheaval in meeting, convention and travel industry due to pandemic
- Feasibility study placed on hold in March 2020
- Refocus efforts to begin study once there is more certainty—potentially Q2 or Q3 2021
- For master developer RFQ, reserve area within Waterfront Gateway site for potential expansion

Waterfront Gateway Project Tasks

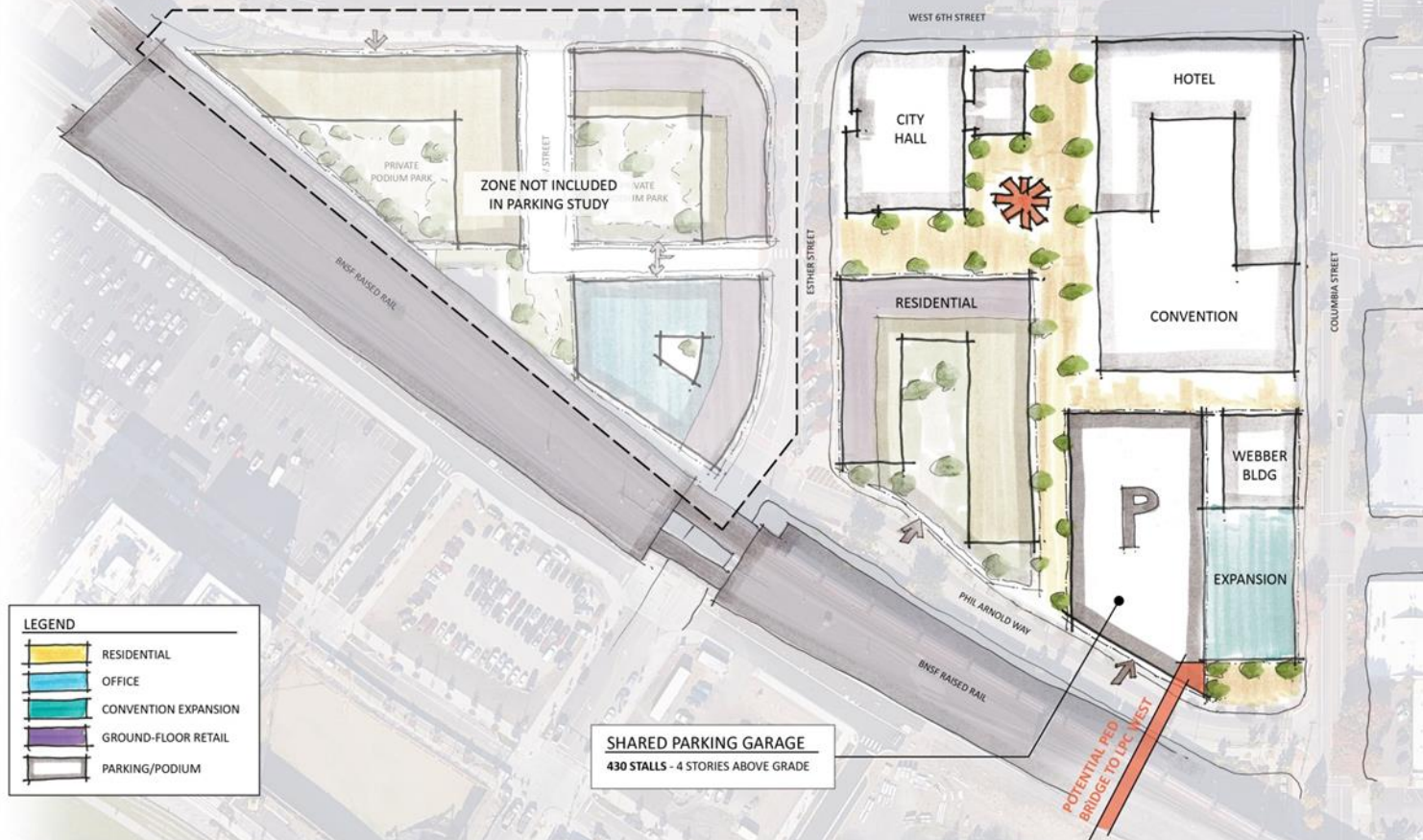
Webber Building Cultural Resource Evaluation

- Report completed March 2020
- Building judged ineligible for National Register of Historic Places (previous studies)
- Building meets 2 of 3 required standards to be eligible for listing on Clark County Heritage Register
- Report offers several possible future treatment ideas

Waterfront Gateway Project Tasks

Parking Analysis

- Rick Williams Consulting developed garage model to gauge prospective size based upon:
 - Replacing surface parking for existing site uses (City Hall, Convention Center/Hotel)
 - Including additional spaces based upon interest from surrounding partners: Downtown Redevelopment Authority/Hilton, Port, Hurley Development
- Testing size ranged from 425 to 900 spaces
- SERA Architects assisted in reviewing prospective site locations based upon garage size
- Recommends garage size of 425 to 590 spaces



CCRA Target Dates – Next Steps

Activity	Date
MOU Approval and Visioning for RFQ	November 2019
Parking Analysis	February 2020
Visioning Refinement	March-September 2020
Council Workshop – Project Update	August 2020
Issue Master Developer RFQ	Fall 2020
Council Workshop – Project Update	Q4 2020
Select Master Developer	Q1 2021
Initiate Work on Parking Garage Conceptual Design	Q1 2021
Initiate Work on Master Development Package	Q2 2021
Convention Center Expansion Feasibility Study	Q2-Q3 2021
Complete Master Development Package/Submit to City for Approval	No later than Q2 2022

Questions and Discussion

Teresa Brum, Economic Development Division Manager

teresa.brum@cityofvancouver.us

John Collum, Economic Development Principal Planner

john.collum@cityofvancouver.us





Staff Report 099-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 8/17/2020

SUBJECT Water Meter Contract C-88770, Contract Increase

Key Points

- Water meters are essential for accurate customer billing and collecting revenues .
- Water meters provide data to help water managers understand where and how to invest in their water system, ensuring a safe and reliable supply of water for their customers.
- Water meter accuracy provides reliable authorized consumption numbers to track our Water Use Efficiency.
- Water meters provide customers individualized information to help them understand their consumption patterns.

Strategic Plan Alignment

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

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

Present Situation

Contract ITB 17-17 Lead-Free Bronze Water Meters was awarded to Core and Main in November 2017 for \$300,000 for five years. The contract is almost in year three and the funds have been depleted. Public Works staff has been replacing roughly 3500 water meters per year, sizes 5/8 – 2”, according to the established life expectancy of the water meter. In order to maintain this type of production, staff is requesting \$430,000 be added through the life of the contract.

Advantage(s)

1. Maintain the replacement schedule to ensure meters are reading accurately and customers are being charged for water used.
2. Accurate meters allow the City to maintain or improve our Water Use Efficiency.

Disadvantage(s)

If additional funding is not authorized, the City may not be able to utilize meters to provide information to calculate accurate revenue, investment strategies, reliable Water Use Efficiency reporting and preventative maintenance measures.

Budget Impact

Sufficient appropriation is included in the 2019-2020 adopted budgets, and staff is proposing to continue this appropriation into the 2021-2022 budget.

Prior Council Review

Contract awarded November 6, 2017 (Staff Report 126-17)

Action Requested

Authorize the purchase of Lead Free Bronze Water Meters from Core & Main of Vancouver, Washington, through contract C-88770 at an amount not to exceed \$430,000 for the life of the contract.

Brian E. Wilson, Operations Superintendent - Water, 487-8275

ATTACHMENTS:

- Contract 88770 (ITB 17-17)

AGREEMENT # _88770_

**SUPPLY AND DELIVERY OF LEAD-FREE BRONZE WATER METERS
NUTATING DISC POSITIVE DISPLACEMENT TYPE, READING IN CUBIC FEET**

This Agreement made and entered into this 8th day of November, 2017, by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Core & Main LP, hereinafter referred to as "Contractor," whose address is 9115-A NE 117th Avenue, Vancouver, WA 98662.

WHEREAS, the City desires to engage the Contractor to supply and deliver Neptune-10 lead-free bronze water meters, in accordance with the specifications and terms of this Agreement. Contractor has agreed to provide afore-mentioned products per its bid proposal in response to City issued Invitation to Bid (ITB) #17-17.

WHEREAS, the Contractor has represented by entering into this Agreement that it is fully qualified to provide and deliver quality products, to the standards set forth herein.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to supply and deliver afore-mentioned lead-free bronze water meters in accordance with the specifications hereafter set forth in connection with this Agreement:

1. Supply and Delivery of Lead-free Bronze Water Meters:

Contractor shall supply and deliver to the City of Vancouver Public Works Neptune T-10 lead-free bronze water meters, nutating disc positive displacement type, reading in cubic feet, and any other applicable items ("Materials") as set forth in this Agreement, and in accordance with ITB #17-17 specifications (and its addenda, if any). The Contractor's submitted Bid Proposal under ITB #17-17, and City Purchase Orders issued under this Agreement are hereby incorporated into this Agreement as if fully set forth herein.

During the fulfillment of this Contract, the City may allow the Contractor to provide substitute product/s, upon confirmation that the ordered product has been discontinued. Pricing for such a product replacement or substitute shall not exceed the current price of substituted item.

The City of Vancouver reserves its right to seek alternative products or services if the project managers deem such action is in the City's best interest. This

ITB 17-17: SUPPLY & DELIVERY OF LEAD-FREE BRONZE WATER METERS

may include, but is not limited to special circumstances or needs of the City's Public Works Department.

Products being supplied under this contract and being delivered to a designated job site by employees of the firm awarded this contract *may* require the payment of prevailing wages and the filing of an Intent to Pay Prevailing Wages and an Affidavit of Wages Paid. For more information contact Department of Labor and Industries Prevailing Wage Support at 855-545-8163 or pw1@lni.wa.gov."

2. General Requirement:

The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Vancouver City Charter, the Vancouver Municipal Code ("VMC"), and ordinances of the City of Vancouver; and rules, regulations, orders, and directives of their respective administrative agencies and officers.

3. Order or Precedence:

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted response to ITB #17-17, and ITB #17-17.

4. Purchase Order:

Purchases will be authorized via valid Purchase Orders. Purchases shall correspond with the Purchase Order; any unauthorized advance or excess order is returnable at Contractor's expense.

5. Schedule:

Unless the City requests a change in schedule, the Contractor shall deliver the products and render the services by the "Delivery Date" stated on the signed purchase order.

In the event that the products are not delivered and accepted in the timelines specified in the Purchase Order, the City of Vancouver reserves the right to reject the products and cancel the Purchase Order in its entirety. The City shall bear zero expense due to this breach.

6. Delivery:

All costs referenced must be F.O.B. Vancouver, Washington, Prepaid and Allowed (freight included in the unit cost), prepaid with all transportation and handling charges paid by the Contractor. Responsibility and risk of loss or damage shall remain with the Contractor until final inspection and acceptance when responsibility shall pass to the City except as to latent defects, fraud, and the Contractor's warranty obligations (including without limitation latent defects).

ITB 17-17: SUPPLY & DELIVERY OF LEAD-FREE BRONZE WATER METERS

7. Payment:

Invoices will be paid at net thirty (30) days after the City's receipt and acceptance of the goods or completion and acceptance of the services, provided that all appropriate information has been listed on the invoice and necessary forms have been submitted. No payment shall be due prior to the City's receipt and acceptance of the items identified in the invoice thereof.

8. Adjustments:

The City at any time may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Contractor may accommodate without substantial additional expense to the City.

9. Assignment:

This Agreement 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.

10. Waiver:

The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.

11. Binding Effect:

The provisions, covenants, and conditions in this Agreement apply to bind the parties, their legal heirs, representatives, successors, and assigns. It will be at the City's sole discretion as to which terms may or may not apply to the Agreement.

12. Remedies Cumulative:

Remedies under this Agreement are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

13. Severability:

Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions, unless the result of same would clearly be contrary to the overall intent of the parties in entering into this Agreement.

14. Taxes:

The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Agreement; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Agreement, provided, however, that any taxes that apply directly to

ITB 17-17: SUPPLY & DELIVERY OF LEAD-FREE BRONZE WATER METERS

the sale, such as a state or local sales tax, shall be added to the purchase price set forth in the Purchase Order.

15. Relation of Parties:

The Contractors, its subcontractors, agents, and employees are independent Contractors performing services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, subcontractors, agents and employees shall not have the authority to bind City any way except as may be specifically provided herein.

16. Ownership of Materials, Writings and Products:

All materials, writings, and products produced by Contractor in the course of performing this Agreement shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such materials, writing and products to the City; provided, however, that this clause does not apply to materials, writings, or products in which Contractor has a copyright interest prior to the date of this Agreement. A copy may be retained by the Contractor.

17. Proprietary and Confidential Information:

The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 42.56 of the Revised Code of Washington ("RCW"), and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for information that Contractor has marked as "Proprietary and Confidential," the City shall notify the Contractor of such request and withhold disclosure of such information for not less than FIVE (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Ch.42.56 RCW for withholding or delaying public disclosure of such information.

18. Warranties:

All products shall be warranted against defects or faulty workmanship and materials by the Contractor for one (1) year following inspection and acceptance of the products by the City. Warranty shall include all costs incurred, including shipping, for repair or replacement except that which is damaged by misuse or abuse. This one-(1) year warranty shall in no way affect normal extended or manufacturer's warranty exceeding this one (1) year period. Contractor warrants that all goods and services furnished under this Agreement are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from

ITB 17-17: SUPPLY & DELIVERY OF LEAD-FREE BRONZE WATER METERS

defect, comply with all applicable safety and health standards established for such products, all goods are properly packaged, and all appropriate instructions or warnings are supplied. If a defect is found, a component failure occurs, or workmanship is found to cause failure, the Vendor shall replace the product at their own expense, including shipping charges. Any replacement product will be warrantied for one (1) year from the date it is delivered. All implied and expressed warranty provisions of the Uniform Commercial Code are incorporated into this Agreement.

19. Non-Discrimination and Equal Employment Opportunity:

During the term of this Agreement, the Contractor agrees as follows: The Contractor will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

20. Indemnification:

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 (including patent infringement or copyright claims) arising out of, or in connection with, or incident to, the performance of services pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the 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 law. Contractor is an independent Contractor and responsible for the safety of employees.

21. Order Quantity:

This is an as-needed Agreement; orders will be placed with Contractor via signed Purchase Orders on an as-needed basis. The City is not obligated to any minimum or maximum quantities under this Agreement.

22. Termination:

The City of Vancouver intends to utilize this Agreement for five (5) years from the Agreement effective date. The maximum term for this Agreement is five (5) years.

The City, at its sole discretion, may terminate this Agreement for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

23. Prices:

Proposed prices, per attached Exhibit 1, must be firm for twelve (12) months from the effective date of this Agreement. Price adjustments may be requested for consideration each year thereafter; the City, at its sole discretion, may approve that request. Request for price increases shall be supported by the applicable Consumer Price Index – All Urban Consumers (Portland-Salem, OR-WA) area for the immediate, previous four (4) quarters.

Unless otherwise specified herein, no additional charges by the Contractor will be allowed including, but not limited to: handling charges such as packing, wrapping, bags, containers; return and re-stocking fees due to vendor error.

24. Commercial and General Liability Insurance:

The Contractor agrees to furnish the City with a current Certificate of Insurance on the standard "ACORD" with the coverage's listed below:

- \$1,000,000.00 minimum/general liability per occurrence
- \$2,000,000.00 minimum/general aggregate occurrence
- \$1,000,000.00 minimum/automobile combined single limit (each accident)
- City of Vancouver named as additional insured on the commercial general liability policy and an "additional insured" policy endorsement CG2012, CG2026 or equivalent must be included with the certificate of insurance.

The certificate shall be made out to the City and be an original; no photocopies shall be accepted. The Certificate of Insurance shall provide the City be given 30 days advance notice of cancellation, non-renewal, or material change in coverage.

25. Other Liabilities:

Contractor agrees to indemnify, defend, save, and hold harmless the City, its officials, employees and agents from all claims, suits, and actions of any nature arising out of or related to the products and activities of the Contractor, its officers, subcontractors, agents, or employers under this Agreement. Contractor will not indemnify any action that arises out of the control application or operation of their software that was created by a third party vendor.

ITB 17-17: SUPPLY & DELIVERY OF LEAD-FREE BRONZE WATER METERS

26. - Worker's Compensation:

The Contractor shall comply with the State Washington, Department of Labor and Industries Industrial Insurance program, for all of its employees who are required to be so covered by the laws of the State of Washington and in case any work is subcontracted, the Contractor shall require the subcontractor to provide worker's compensation insurance for all of its employees unless or to the extent that such employees are covered by the protection provided by the Contractor.

27. Employment Security:

The Contractor shall comply with all employment security laws of the State of Washington, and shall timely make all required payments in connection therewith.

28. Compliance with the Law:

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

29. Licenses and Similar Authorizations:

The Contractor, at no expense to the City, shall be responsible to obtain all necessary licenses, permits, and similar legal authorizations required to perform the work associated with this Agreement, including, but not limited to a City of Vancouver Business License and all associated requirements under Ch. 5.04 VMC and Ordinance M-3774, and conform to VMC 5.04.095 (tax per employee ordinance).

30. Notices:

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:

Kevin Yin
City of Vancouver
P O Box 1995
415 W 6th Street
Vancouver WA 98668-1995

Contractor:

Seth Stephens
Core & Main, LP
9115-A NE 117th Ave.
Vancouver, WA 98662

31. Amendments:

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto. Any changes in the scope of work or compensation shall be mutually agreed upon between City and the Contractor and shall be incorporated in written amendments to this Agreement.

32. Entire Agreement:

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

33. Cooperative Purchasing:

The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having responded to ITB #17-17 and executing this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or Agreement at their own cost and without the City of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or Agreement, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or Agreement file a copy of this invitation and such agreement in accordance with RCW 39.34.040.

34. Ratification:

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

35. Governing Law/Venue:

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

36. Authority to Execute:

The Contractor warrants that it has legal authority to enter into this agreement and the signatory below is authorized to execute this Agreement on behalf of the Contractor and is at least 18 years of age.

CITY OF VANCOUVER,
A municipal corporation



Eric Holmes, City Manager

CONTRACTOR:
Core & Main, LP



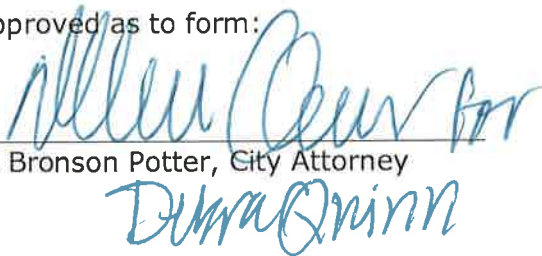
By: Seth Stephens, Branch Manager

Attest:



R. Natasha Ramras, City Clerk
By: Carrie Lewellen, Deputy City Clerk

Approved as to form:



E. Bronson Potter, City Attorney

ITB 17-17: SUPPLY & DELIVERY OF LEAD-FREE BRONZE WATER METERS

EXHIBIT 1
Core & Main, LP - Pricing

Bid 17 -17: Supply and Delivery of Lead-Free Bronze Water Meters		CORE & MAIN, LP		
Opened: October 10, 2017		9115-A NE 117th Avenue Vancouver, WA 98662		
Item No.	Item Description	Estimated Annual Quantity (Each)	Unit Cost	Total Cost
1	5/8" x 3/4" Lead Free Bronze Cold Water Meter, nutating disc positive displacement type, less connections, per Technical Specifications. <i>Neptune T-10</i> , City Inventory, #W57020NL	3000	\$35.78	\$ 107,340.00
2	1" Lead Free Bronze Cold Water Meter, nutating disc positive displacement type, less connections, per Technical Specifications. <i>Neptune T-10</i> , City Inventory, #W57010NL	400	\$91.01	\$ 36,404.00
3	1-1/2" Lead Free Bronze Cold Water Meter, nutating disc positive displacement type, less connections with flanged end connections, per Technical Specifications. <i>Neptune T-10</i> , City Inventory, #W57005NL	75	\$255.55	\$ 19,166.25
4	2" Lead Free Bronze Cold Water Meter, nutating disc positive displacement type, less connections with flanged end connections, per Technical Specifications. <i>Neptune T-10</i> , City Inventory, #W57000NL	50	\$ 351.06	\$ 17,553.00
SUB-TOTAL				\$ 180,463.25
VANCOUVER, WA SALES TAX @ 8.4%				\$ 15,158.91
GRAND TOTAL				\$ 195,622.16



Staff Report 100-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 8/17/2020

SUBJECT Bid Award for 2019 TIB Complete Streets Columbia Tech Center, per Bid # ITB 20-24 (Project #PRJ100337)

Key Points

- The project will enhance safety by providing pedestrian and bicycle improvements on SE Tech Center Drive, SE 172nd Ave, and on SE Tech Center Place.
- The project will enhance safety on SE 167th Ave by installing speed cushions between SE 15th Street and SE 20th Street.
- The project is funded through State Transportation Improvement Board (TIB) complete street program and local street fund, and when completed will utilize \$200,000 of TIB grant dollars.

Strategic Plan Alignment

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

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

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

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

Goal 9, Objective 9.1: Create infrastructure and policies that support job creation.

Present Situation

On July 21, 2020 the City received 2 bids for the subject project. The low bidder was responsive.

The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Halme Excavating, Battle Ground, Washington	\$ 355,946.00
Clark and Sons Excavating, Battle Ground, Washington	\$ 389,961.46
Engineer's Estimate	\$285,000 to \$315,000

There are no City Apprenticeship goals because current City's apprenticeship guidelines apply to contracts over \$500,000.

Advantage(s)

1. Safety for pedestrian and bicycle will be improved on SE Tech Center Drive, SE 172nd Avenue, SE Tech Center Place, and on SE 167th Avenue;
2. The project will advance the City's Complete Streets policy using TIB grant dollars.

Disadvantage(s)

1. Neighborhood residents, businesses and local traffic will be inconvenienced during the construction period; and
2. Construction will generate noise and dust; however the contractor will implement dust control and erosion control strategies.

Budget Impact

The project is currently funded through State Transportation Improvement Board (TIB) complete street program and local street fund. The project is included in the 2019-2020 Transportation Capital Fund Budget.

Prior Council Review

1. Approval of the 2019-2020 budget which included the referenced project.
2. Approval of the 2021-2026 Transportation Improvement Program (TIP) – Resolution No. M-4078.

Action Requested

Award a construction contract for the 2019 TIB Complete Streets Columbia Tech Center to the lowest responsive and responsible bidder, Halme Excavating, of Battle Ground, Washington, at their bid price of \$355,946.00, which includes Washington State Sales Tax, and authorize the City Manager or designee to execute the same.

Hassan Abdalla, Engineering Manager, 487-7704

ATTACHMENTS:

- ▯ Contract



CONTRACT # Contract/PO#

ITB 20-24: TIB Complete Streets – Columbia Tech Center

THIS CONTRACT is entered into by and between the City of Vancouver, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City," and Halme Excavating hereinafter referred to as "Contractor," whose address is 22514 NE 72nd Avenue, Battle Ground, WA 98604, hereinafter referred to "Parties."

WHEREAS, the City desires to engage the Contractor to provide public work and other related services for TIB Complete Streets – Columbia Tech Center. Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 20-24 and all addenda thereto, Contractor's bid to said ITB, the Project Plans and Special Provisions, and City Council's approval on _____ per Staff Report No. _____; and

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

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

This contract provides for the improvement of * signing, striping, street lighting, signal modifications, ADA ramps *** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications, hereafter referred to as "Work."**

The Work shall be fully complete within 25 working days from the Notice to Proceed (NTP) date.

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

- 4. CONTRACTOR RESPONSIBILITIES FOR SUBCONTRACTORS:** The Contractor shall include the language of this section in all tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. The Contractor shall require all subcontractors to comply with all relevant federal, state and municipal laws, rules and regulations whatsoever.

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
 4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
 5. If applicable, have:
 - i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - iv. An electrical contractor license, if required by Chapter 19.28 RCW;
 - v. An elevator contractor license, if required by Chapter 70.87 RCW.
 6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
- 5. DELINQUENT STATE TAXES:** The Contractor shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
- 6. COMPENSATION AND SCHEDULE OF PAYMENTS:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor in the manner and at the times provided hereinafter and in the Contract Documents, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does includes 8.4% Washington State Sales Tax (if applicable) \$355,946.00 .

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

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

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000
IV. Pollution Legal Liability	
Each Claim	\$3,000,000
Annual Aggregate	\$6,000,000
V. Builders Risk	
Builder's "All Risk" Property Insurance	Contract Value
a. Coverage to include personal property of others in the care, custody and control of the contractor. Coverage should be written for 100% of the completed value.	
b. For additions or repairs of existing building structures, coverage to include contractor's interest in improvements, repairs, additions, alterations to completed buildings and subject to items described in "a".	

8. **CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.
9. **DISPUTE RESOLUTION:** In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this

Contract or the alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute is not resolved through mediation, it shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04A RCW. The Parties agree to pay their own attorneys' fees and expenses.

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

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

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

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

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

No payment shall be made to the Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed and received approval of a Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040 from the Washington State Department a Labor and Industries. Said Contractor and all subcontractors shall also keep

accurate payroll records for three years from the date of acceptance as described in RCW 39.12.120. A Contractor and all subcontractors shall, file a copy of its certified payroll records using the Department of Labor and Industries online system on a monthly basis. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

- 13. INDEMNIFICATION:** Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, including but not limited to demands, claims, causes of action, suits or judgments, claims of copyright or patent infringement, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Contract.

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

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

- 14. OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor or any third party, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of the original City.

- 15. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.

- 16. AMENDMENTS:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written Change Order and/or Amendment and signed by all parties to this Contract.
- 17. AUTHORIZATION AND COMPLIANCE WITH THE LAW:** The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.
- 18. RELATION OF PARTIES:** The Contractor, its subcontractors, agents and employees are independent contractors performing services for The City and are not employees of City; shall not, as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.
- 19. JURISDICTION/VENUE:** In the event that any litigation should arise concerning the construction or interpretation of the terms and/or conditions of this Contract, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Clark. This Contract shall be governed by the law of the State of Washington.
- 20. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Contract, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 21. ASSIGNMENT:** This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without the other party's express written authorization.
- 22. TERMINATION FOR CONVENIENCE:** The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

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

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

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

- 24. OPPORTUNITY TO CURE:** The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.
- 25. WAIVER AND REMEDIES:** City's failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type. Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.
- 26. ENTIRETY OF CONTRACT:** This Contract incorporates all the agreements and documents listed in article 31, covenants and understanding between the parties hereto and are merged into this written Contract. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Contract.
- 27. USE OF CITY'S NAME:** Contractor may not use any of City's name, trademark, service marks, or logo in connection with the services contemplated by this Contract or otherwise without the prior written permission of City, which permission may be withheld for any or no reason and may be subject to certain conditions.
- 28. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:** During the term of this Contract, Contractor will not discriminate against any employee or applicant for employment in accordance with RCW Chapter 49.60, including, but not limited to creed, religion, race, color, age, sex, marital status, sexual orientation, sexual identity, pregnancy, military status, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include all terms and conditions of employment, compensation, and benefits, including apprenticeship.
- 29. BINDING EFFECT:** The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.

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

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

1. Amendments to the Contract,
2. This Contract,
3. Addenda to the Solicitation,
4. The Solicitation,
5. Contractor's Proposal,
6. Special Provisions,
7. Contract Plan Set,
8. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
9. General Conditions for Facility Construction,
10. City of Vancouver Standard Plans,
11. WSDOT Amendments to the WSDOT Standard Specifications,
12. WSDOT Standard Specifications,
13. WSDOT Standard Plans.

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

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

Pekka O. Halme
Halme Excavating, Inc.
22514 NE 72nd Avenue
Battle Ground, WA 98604

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Halme Excavating, **Inc.**

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney



Staff Report 101-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 8/17/2020

SUBJECT Columbia Non-Profit Housing - Englund Manor Rehab (Affordable Housing Fund contract)

Key Points

- The Affordable Housing Fund (AHF) was created in order to provide housing units affordable to households earning up to 50% of area median income (AMI) in Vancouver.
- City Council awarded \$850,000 in Affordable Housing Funds to Columbia Non-Profit Housing to rehabilitate Englund Manor. Council approval is now requested to execute the funding agreement.
- The project will consist of rehabilitating 29 one bedroom units for low income seniors. All units are restricted to 50% AMI for households 55 years and older. Twenty-two (22) Affordable Housing Fund-supported units will be restricted to households earning up to 50% AMI for 20 years.

Strategic Plan Alignment

Goal 3, Objective 3.2: Improve services available to underserved or vulnerable residents.

Present Situation

Columbia Non-Profit Housing, a nonprofit subsidiary of the Vancouver Housing Authority, is rehabilitating Englund Manor located at 3720 E 18th Street, Vancouver WA 98661. Englund Manor has 29 one-bedroom units constructed in 1993. All units are restricted to 50% AMI for households 55 years and older. There are significant needs for renovation including: heating and ventilation (common area and units), elevator upgrade, lighting upgrades (common area and units), laundry room upgrades, siding and windows, accessibility upgrades and kitchen and bathroom upgrades.

City Council approved an Affordable Housing Fund award for this project totaling \$850,000. The award was approved in February 2019. These funds are from the 2019 levy.

Per the Affordable Housing Fund guidelines, 22 units will be restricted to households earning up to 50% AMI throughout the 20-year affordability period. Columbia Non-Profit Housing plans on all 29 units remaining affordable at 50% AMI or below.

Affordable Housing Funds will be used for development costs including construction hard costs. Construction is anticipated to begin in late summer 2020.

Advantage(s)

1. Rehabilitates 29 units of affordable housing for low income seniors, with 22 units restricted at 50% AMI for 20 years.
2. Fulfills the intent of the Affordable Housing Fund to support housing affordable at 50% AMI.
3. Facilitates a \$2.9 million preservation project in Vancouver.

Disadvantage(s)

None

Budget Impact

This project utilizes Affordable Housing Funds collected in 2019. There is sufficient Affordable Housing Fund budget to support the City's contribution towards this project.

Prior Council Review

February 4, 2019 - Approved \$850,000 of Affordable Housing Funds

Action Requested

Authorize the City Manager or his designee to execute the Affordable Housing Fund contract with Columbia Non-Profit Housing for Englund Manor rehabilitation and approve any subsequent legal action necessary to enforce the terms of the same.

Peggy Sheehan, Community Development Programs Manager, 360-487-7952

ATTACHMENTS:

- ▢ AHF Agreement - Englund Manor
- ▢ AHF Covenant - Englund Manor



AGREEMENT

BETWEEN

CITY OF VANCOUVER

Affordable Housing Fund

PO Box 1995 • Vancouver • Washington • 98668-1995

(360) 487-7952 • www.cityofvancouver.us/cdbg

AND

COLUMBIA NON-PROFIT HOUSING

2500 Main Street • Vancouver • Washington • 98660

Project funded:	Englund Manor Rehabilitation
Funding Source:	Vancouver Affordable Housing Fund
Agreement Period:	August 18, 2020 through September 30, 2021
Agreement Number:	PRJ100428-2019 AHF-CNPH Englund Manor
Agreement Amount:	\$850,000
Property Address:	3720 E 18th Street, Vancouver WA 98661
Affordability Period:	October 1, 2021 through September 30, 2041
Agency Contact:	Victor Caesar (360) 993-9578 vcaesar@vhausa.com
City Contact:	Peggy Sheehan (360) 487-7952 peggy.sheehan@cityofvancouver.us

This agreement consists of the following:

- Signature page
- Statement of Work
- Rental Property Requirements
- Line Item Budget
- Timeline
- Authorization Signature Card
- General Terms and Conditions
- Exhibit A: Request for Advance Form
- Exhibit B: Bidder and Wage Requirements
- INCORPORATED BY REFERENCE: Covenant

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and have caused this Agreement to be executed by their respective officers and agents thereunto duly authorized by signing below:

CITY OF VANCOUVER:

COLUMBIA NON-PROFIT HOUSING:

Eric Holmes, City Manager

Andy Silver, Executive Director

Date:

Date:

ATTEST:

Natasha Ramras, City Clerk

Peggy Sheehan, Community Development
Program Manager

APPROVED AS TO FORM:

Jonathan Young, City Attorney

STATEMENT OF WORK

PROJECT DESCRIPTION

COLUMBIA NON-PROFIT HOUSING (AGENCY) is operating as a subrecipient for the City of Vancouver (CITY) to complete a project using Affordable Housing Funds. As such, AGENCY must comply with the terms and conditions in this Agreement including, but not limited to, the attached Budget, Timeline, and documents incorporated by reference, including but not limited to, the Covenant.

The intent of this Agreement is to provide an Affordable Housing Fund grant in the amount not to exceed \$850,000 to the AGENCY for the Englund Manor Rehabilitation project. Englund Manor located at 3720 E 18th Street, Vancouver WA 98661 has 29 1-bedroom units constructed in 1993. All units are restricted to 50% AMI for households 55 years and older. The project consists of rehabilitation of the units to include:

- Heating and ventilation (common area and units)
- Elevator upgrade
- Lighting upgrades (common area and units)
- Laundry room upgrades
- Siding and windows
- Accessibility upgrades
- Kitchen and bathroom upgrades

Affordable Housing Funds will be used for development costs including construction hard costs. **Twelve (12) Affordable Housing Fund-supported units will be restricted to households earning up to 50% AMI throughout the affordability period.** If Agency breaches this Agreement or the Covenant, all or part of the grant must be repaid to City.

PROJECT BUDGET

1. The CITY will provide the AGENCY with a grant in an amount not to exceed \$850,000 for purposes of completing the project described herein. The use of these funds shall be expressly limited to the activities described in this Agreement.
2. Any reduction in the total budget authority will be done after consultation with the AGENCY and will require a modification of this Agreement. Any funds unspent at the end of the Agreement period will be retained by the CITY for allocation to another Affordable Housing Fund project.

PAYMENT PROVISIONS

1. The majority of the CITY advances to the AGENCY will be on a cost reimbursement basis. However, there are times such as property purchase that the CITY will make advances to an escrow account. In most cases, the CITY will make advances to AGENCY *as soon as practicable* but not more than thirty (30) days after the AGENCY submits a Request for Advance. Request for Advance shall include the following:
 - a. A summary of expenses incurred in support of all costs, and accompanied by general ledger detail.
 - For direct costs, detail will include direct costs: vendor names, dates of service and amount;
 - For services that are also funded by a third party, the AGENCY shall provide a detailed cost itemization by cost center and funding source. Detail shall identify which service or work was funded by the CITY and which by other parties.
2. The AGENCY shall designate one or more representatives who will be legally authorized to sign the Request for Advance Form provided and any other forms that may be required. The names of the liaison persons and representatives will be specified on the Authorization Signature Card.
3. AGENCY shall provide supporting documentation to the CITY upon request for any Request for Advance, such as invoices and receipts.
4. Affordable Housing Funds shall be accounted separately from other funds received by the AGENCY.
5. Retainage: For capital projects, the City shall reserve a minimum of 5% of funds (as specified in Exhibit A, Request for Advance) to be paid upon project completion and satisfaction of all contract requirements.

FUNDING TERMS

The \$850,000 in Affordable Housing Funds shall be provided as a grant. In accordance with the terms of this Agreement and the Covenant, if the Affordable Housing Fund units are not operated as required throughout the affordability period, all or part of the grant must be repaid to CITY.

TERM OF AGREEMENT

This Agreement is in effect for the period from August 18, 2020 through September 30, 2021, unless terminated as described under the **TERMINATION** section of the General Terms and Conditions.

CONSTRUCTION START DATE

AGENCY agrees to begin construction of the agreed upon improvements no later than February 4, 2021 two years from the date CITY awarded the funds). Time is of the essence, and failure to start construction on or before February 4, 2021, is a material breach of this Agreement.

PUBLIC NOTIFICATION

AGENCY agrees to work with the CITY to provide information about the project to the public, including need for and use of Affordable Housing Funds. Examples include but are not limited to groundbreaking events, signage during construction, open houses, and/or distribution of print or online materials.

The CITY will also provide information about the project, including location, property owner, contract amount, and number of designated Affordable Housing Fund units, to the public through the City of Vancouver website.

PREVAILING WAGE

AGENCY is waiting on a determination from Washington State Department of Labor and Industries (L&I) regarding the applicability of prevailing wage regulations to this HUD Public Housing project. AGENCY agrees that, unless AGENCY provides to the CITY (prior to issuance of the CITY's Notice to Proceed) a determination from L&I that the project is not subject to prevailing wage, the following provisions are in effect:

- This Affordable Housing Fund project is subject to prevailing wage;
- AGENCY agrees that all laborers, workers, or mechanics employed by any contractor or subcontractor in the performance of this Agreement will be paid not less than the prevailing rate of wage for an hour's work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto;
- Each contractor and subcontractor shall have on file current project-specific "Statement of Intent to Pay Prevailing Wages" with the Washington State Department of Labor and Industries before payment will be made for work performed. An approved "Affidavit of Wages Paid" form must be filed upon completion of the project before release of retainage; and
- AGENCY agrees to incorporate the requirements provided in Exhibit B: Bidder and Wage Requirements (Section I. Prevailing Wage) in its bid process and any construction contracts executed in the performance of this Agreement.

If AGENCY is receiving other public funds for construction, it may be required to pay prevailing wage and/or federal Davis Bacon wage on the project as a result of those funding sources.

RESPONSIBLE BIDDER CRITERIA

In accordance with RCW 39.04.350, before award of a construction contract, the bidder must meet certain bidder responsibility criteria. AGENCY agrees to incorporate the requirements provided in Exhibit B: Bidder and Wage Requirements (Section II. Responsible Bidder Criteria) in its bid process and any construction contract executed in the performance of this Agreement.

DOCUMENTS INCORPORATED BY REFERENCE

Each of the documents listed below are by this reference incorporated into this Agreement as though fully set forth herein, including any amendments, modifications or supplements thereto:

1. AGENCY's proposal for 2019 Affordable Housing Funds.
2. Current version of Affordable Housing Fund income limits (50% of Area Median Income provided by HUD).
3. Covenant.

NOTICE TO PROCEED

Upon execution of this agreement, the CITY will furnish the AGENCY with a written notice to proceed. No work on the project shall occur prior to the Notice to Proceed without prior written approval from the CITY.

PROJECT COMPLETION

Project completion means that:

1. All necessary title transfer requirements and construction work have been performed;
2. The project complies with the requirements of this Agreement;
3. AGENCY has been advanced all costs; and
4. Affordable Housing Fund units are occupied by eligible tenants.

RENTAL PROPERTY REQUIREMENTS

AFFORDABILITY PERIOD

Englund Manor Rehabilitation located at 3720 E 18th Street, Vancouver WA 98661 will carry the requirement that the Affordable Housing Fund-assisted units remain affordable throughout the affordability period to people who are at or below 50% (calculated annually) of the area median income (AMI) established by HUD.

The affordability period dates are October 1, 2021 through September 30, 2041. During the affordability period, all Affordable Housing Fund requirements must be met and the CITY will be required to monitor the assisted units annually for compliance.

The City of Vancouver will ensure the affordability period and requirements are met by recording deed and covenant restrictions. These documents include details on affordability requirements, loan terms, restrictions regarding foreclosure, deed in lieu of foreclosure, and transfer of ownership and are incorporated into this Agreement by reference.

UNIT DESIGNATION

The designated Affordable Housing Fund units will consist of twelve (12) one-bedroom units. All will be floating units meaning that units originally designated as Affordable Housing Fund-assisted units may change over time. **During the affordability period, the number of Affordable Housing Fund units in the project may never be less than twelve (12) units.** The units must be comparable, in size, features, and number of bedrooms to those units originally identified as Affordable Housing Fund units.

AFFORDABLE RENTAL HOUSING QUALIFICATION

Affordable Housing Fund units in a rental housing project must only be occupied by households that are eligible low-income families at the time of initial occupancy and the tenant portion of rent may not exceed what is affordable to households at 50% AMI. Units must meet the following requirements to qualify as affordable housing:

1. **Rent Limitation and Utility Allowances:**
 - a. The City of Vancouver will issue the Affordable Housing Fund rent limits annually. The information is available at www.cityofvancouver.us/affordablehousingfund.
 - b. Only the utility allowance provided by the Housing Authority of the City of Vancouver shall be used.
2. **Rent Schedule Approval:** Prior to occupancy, the CITY shall review and approve rents proposed by the AGENCY the rent schedule for the designated Affordable Housing Fund units. The project rents are determined by HUD for Public Housing properties. For the designated Affordable Housing Fund units, the tenant portion of rent must not exceed the maximum Affordable Housing Fund rent minus the monthly allowances for utilities and services.
3. **Nondiscrimination against rental assistance subsidy holders.** The AGENCY cannot refuse to lease designated Affordable Housing Fund units to a holder of a Section 8 or other comparable tenant assistance voucher; however, the HUD Public Housing regulations for this project would require the tenant to forfeit their voucher upon leasing.
4. **Tenant Income.**
 - a. All funds used for rental housing shall assist households who have an annual income that is 50% of the area median income (AMI) or less at the time of initial occupancy.
 - b. The City of Vancouver shall provide the HUD income limits annually. The most current HUD income limits can be found at www.cityofvancouver.us/cdbg.
 - c. The income of each tenant must be determined initially and annually in accordance with the City of Vancouver Affordable Housing Fund Policies and Procedures.

5. Over-income tenants. Tenant income must be monitored annually. If an over-income tenant is residing in a designated Affordable Housing Fund unit, the next available unit must be rented to an income eligible tenant.

REPORTING

Properties are required to report on Affordable Housing Fund units annually in December for the duration of the affordability period. Reports should be submitted to the City of Vancouver Community and Economic Development Department, Attention: Peggy Sheehan using the Excel reporting form provided by the CITY.

Required information:

- Address and name of project
- Total number of units
- For each Affordable Housing Fund unit:
 - Unit number
 - Number of bedrooms
 - Monthly rent payment
 - Utility allowance
 - Renter gross income
 - Household size

INSPECTIONS

Prior to initial occupancy of an Affordable Housing Fund-assisted unit, the CITY must perform onsite Housing Quality Standard inspections. During the period of affordability, the CITY must perform on-site inspections of Affordable Housing Fund units annually.

BUDGET

Sources	
COV Affordable Housing Fund	\$850,000.00
WA HPP	\$1,000,000.00
Bank Loan	\$1,000,000.00
Existing Replacement Reserves	\$45,000.00
CNPH	\$75,000.00
TOTAL SOURCES	\$2,970,000.00

Uses	
Existing Debt & Recording Cost	\$140,000.00
Hard Construction	\$2,067,500.00
Owner Contingency	\$175,000.00
A/E Fees & Reimbursable Cost	\$200,000.00
Soft Cost	\$170,785.00
Financing Cost	\$42,500.00
Reserves	\$139,215.00
FF&E	\$35,000.00
TOTAL USES	\$2,970,000.00

By signing below AGENCY acknowledges the review and approval of the budget listed above.

Name

Date

Title

TIMELINE

ACTIVITY	SCHEDULED DATE
Complete Bid Process	July 2020
Obtain Construction Permits	August 2020
Close on Financing	August 2020
Construction	August 2020 – August 2021
Occupancy	September 2021

AUTHORIZATION SIGNAUTRE CARD

Organization Name COLUMBIA NON-PROFIT HOUSING

Address 2500 Main Street

City, State, Zip Vancouver, WA 98666

Telephone Number ()

SIGNATURE OF INDIVIDUALS AUTHORIZED TO SIGN FINANCIAL DOCUMENTS:

An authorized signature is required on financial documents. It is suggested that two or more persons be authorized so that one could sign in the absence of the other(s).

NAME	SIGNATURE

I certify that the signatures above are of the individuals authorized to execute financial documents for COLUMBIA NON-PROFIT HOUSING.

Date

Signature of Authorized Official

Title of Authorized Official

**Note: The authorized official may not approve their own signature above*

GENERAL TERMS AND CONDITIONS

1. Fair Housing.

Projects funded with the Affordable Housing Fund are subject to federal fair housing regulations. Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and disability.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; AGENCY's submitted proposal to project request and project request.

3. Relation of Parties.

The AGENCY, its subcontractors, agents and employees are independent AGENCYs performing professional services for CITY and are not employees of CITY. The AGENCY, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to CITY employees. The AGENCY, subcontractors, agents and employees shall not have the authority to bind CITY in any way except as may be specifically provided herein.

4. E-Verify.

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

5. Delays and Extensions of Time.

If the AGENCY is delayed at any time from complying with the requirements covered by the Agreement, by any causes beyond AGENCY's control, the time for performance may be extended by such time as shall be mutually agreed upon by AGENCY and CITY and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to CITY.

6. Compensation and Schedule of Payments.

CITY shall pay the AGENCY as indicated in the Payment Provisions of the Loan Agreement for work performed under the terms of this Agreement. The Agreement amount shall not be exceeded without CITY's prior written authorization in the form of a negotiated and executed amendment. The AGENCY shall submit monthly invoices to CITY covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to AGENCY shall be net 30 days.

The CITY reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. CITY and AGENCY agree that any amount paid in error by CITY does not constitute a rate change in the amount of the contract. The CITY's contract/purchase order (PO) number given on the notice to proceed **must** be referenced on any invoice submitted for payment.

7. Ownership of Records and Documents.

Any and all work product prepared by the AGENCY in the course of performing this Contract shall immediately become the property of the CITY. In consideration of the compensation provided for by this

Agreement, the AGENCY hereby further assigns all copyright interests in such work product to the CITY. A copy may be retained by the AGENCY. Previously owned intellectual property of AGENCY, and any know-how, methodologies or processes used by AGENCY to provide the services or project deliverables under this Contract shall remain property of AGENCY.

8. Termination.

The CITY, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the CITY.

In the event this Agreement is terminated prior to the completion of work, AGENCY will only be paid for the hours completed at the time of termination of the Agreement.

9. Evaluation and Compliance with the Law.

The AGENCY shall have the authority to control and direct the performance and details of the work described herein. The AGENCY agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

10. City Business and Occupation License.

In most cases, AGENCYS will be required to get a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/AGENCYs shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 800-451-7985, or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

11. Liability and Hold Harmless.

AGENCY agrees to indemnify, defend, save and hold harmless the CITY, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the CITY by an employee of AGENCY or subcontractors or agent even if AGENCY is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the CITY and the AGENCY, such cost, fees and expenses shall be shared between the CITY and the AGENCY in proportion to their relative degrees of negligence. AGENCY specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that AGENCY provide the broadest scope of indemnity permitted by RCW 4.24.115. AGENCY is an independent AGENCY and responsible for the safety of its employees.

12. Insurance.

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

a. **Liability Insurance.** AGENCY shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence and not less than one million dollars (\$1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification

provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. City Listed as an Additional Insured: The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the certificate of insurance.

c. The commercial general liability policy must be endorsed to include “Washington Stop Gap” insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. Worker's Compensation. AGENCY shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of AGENCY's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars (\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

e. Umbrella Liability. The AGENCY shall provide Umbrella Liability coverage at limits of not less than five million dollars (\$5,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the AGENCY's primary Commercial General and Automobile Liability coverage, or any combination thereof.

f. Professional Liability. The AGENCY shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the AGENCY, sub-contractors or anyone directly or indirectly employed by either the AGENCY or a sub-contractors. The amount of coverage provided by such insurance shall be not less than five hundred thousand dollars (\$500,000) combined single limit.

g. Fidelity/Employee Dishonesty Bond. The AGENCY shall obtain and keep in force during the entire term of this Agreement, a Fidelity/Employee Dishonesty Bond against any and all claims which may arise out of the performance of this Contract whether such work shall be by the AGENCY, sub-contractors or anyone directly or indirectly employed by either the AGENCY or a sub-contractors. The amount of coverage provided by such insurance shall be not less than ten thousand dollars (\$10,000).

h. Employment Security. The AGENCY shall comply with all employment security laws of the state in which services are provided, and shall timely make all required payments in connection therewith.

i. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.

j. Coverage Trigger: The insurance must be written on a “occurrence” basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

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

13. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

CITY:

Peggy Sheehan
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

AGENCY:

Andy Silver
Columbia Non-Profit Housing
2500 Main Street
Vancouver, WA 98660

14. Amendments.

All changes to this Agreement, including changes to the statement of work and loan advances, must be made by written amendment and signed by all parties to this Agreement.

15. Scope of Agreement.

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

16. Ratification.

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

17. Governing Law/Venue.

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The AGENCY shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

18. Cooperative Purchasing:

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

19. Public Disclosure Compliance.

The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Ch 42.56 RCW, and that materials submitted by the Sub recipient to the CITY become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the CITY in the event of a request for disclosure. In the event the CITY receives a public record request for any data or deliverable that is provided to the CITY and that is licensed from the Sub recipient, the CITY shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Sub recipient 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 Ch.42.17 RCW for withholding or delaying public disclosure of such information.

20. Records.

AGENCY shall ensure that records generated in connection with the project, including but not limited to, financial transactions, are maintained and retrievable pursuant to the applicable CITY retention period. The CITY shall be granted access to any such records it deems necessary to satisfy oversight responsibilities and any other legal requirements, and shall be granted the right to copy any such records necessary to fulfill these obligations. The AGENCY shall provide access to these records upon request in a timely manner.

EXHIBIT A
CITY OF VANCOUVER AFFORDABLE HOUSING FUND
REQUEST FOR ADVANCE

Date:	<u>COLUMBIA NON-PROFIT HOUSING - Englund Manor Rehabilitation</u>	Period Covered:	<u></u>
Project Title:	<u></u>	Contact Person:	<u></u>
Invoice #:	<u></u>	Telephone:	<u></u>
AHF Project #:	<u>PRJ100428-2019 AHF-CNPH Englund Manor</u>	Email:	<u></u>

Activity	AHF Budget	Expended This Period	Expended To Date	Balance
a) Development costs (construction and/or soft costs)	\$807,500			
b) Retainage (5%)	\$42,500			
TOTAL:	\$850,000			

Reimbursement Amount Request \$ _____

☐ Check box when this is a final request.

CERTIFICATION: I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS REPORT IS CORRECT AND COMPLETE, AND THAT ALL EXPENDITURES ARE FOR THE PURPOSE SET FORTH IN THE GRANT AWARD DOCUMENTS. SUPPORTING DOCUMENTATION IS ATTACHED.

AUTHORIZATION:

Authorized Signature for Project_____
Title_____
Date**AHF Program Only**

**PRJ100428-2019
AHF-CNPH Englund
Manor**

AHF Project No: _____

Initials Drawn By: _____

Date Funds Drawn: _____

Reviewed and Approved_____
Date

Initials Approved By: _____

EXHIBIT B
CITY OF VANCOUVER AFFORDABLE HOUSING FUND
BIDDER AND WAGE REQUIREMENTS

I. PREVAILING WAGE

Statements of Intent and Affidavits of Wages Paid

If awarded the project, the contractor and each subcontractor shall have on file current project specific "Statement of Intent to Pay Prevailing Wages" with the Washington State Department of Labor and Industries before payment will be made for work performed. An approved "Affidavit of Wages Paid" form must be filed upon completion of the project before release of retainage.

Prevailing Wage Rate

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 **(Enter Applicable Date)**. For Contracts where award was delayed more than six (6) months after the bids were due, the prevailing wage in effect on the date of award shall apply for the duration of the Contract.

Employment of Labor

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

Payment of Labor

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

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

Payment to the Contractor

Progress payments to the Contractor shall be made within 30 days of a fully executed Pay Estimate and are in compliance with all contractual requirements. A sum equal to 5% may be reserved and retained from monies earned by the Contractor in accordance with Chapter 60.28 RCW. The Agency reserves the right to require Contractor to correct any submitted or paid erroneous invoices according to the rates set forth herein. Agency and Contractor agree that any amount paid in error by Agency does not constitute a

change in the agreed upon amount; Contractor agrees to issue a refund of any overages paid in error by the Agency.

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

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

Retainage

Payment of the retained percentage shall be withheld, by the Agency, 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 RCW 39.12 and RCW 60.28, 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 Agency.

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 RCW 60.28 as now existing and in accordance with any amendments that may hereafter be made thereto.

II. RESPONSIBLE BIDDER CRITERIA

Mandatory Responsible Bidder Criteria

In accordance with RCW 39.04.350, before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder.

The bidder may be required to provide the Agency documentation demonstrating compliance with the criteria.

- 1) Have a current certificate of registration as a contractor in compliance with Chapter 18.27 RCW, **which must have been in effect at the time of bid submittal**;
- 2) **Before award of contract**,
 - A. Have a current Washington Unified Business Identifier (UBI) number;
 - B. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3);
 - C. If applicable, have industrial insurance coverage for the bidder's employees

working in Washington as required in Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW;

- D. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation;
- E. Have received training on the requirements related to public works and prevailing wage under Chapter 39.04 RCW and Chapter 39.12 RCW;
- F. 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.

3) Before award of contract, if applicable:

- A. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
- B. Have a Washington Employment Security Department reference number, as required in Title 50 RCW;
- C. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

4) Supplemental responsible bidder criteria, if applicable.

Pursuant to RCW 39.06.020, the bidder who is awarded the contract must verify responsibility criteria in accordance with RCW 39.04.350 and as listed in 1) – 3) above for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility listed in 1) – 3) above and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by Chapter 70.87 RCW. This verification requirement, as well as the responsibility criteria, must be included in the project contract and in each subcontract of every tier.

Supplemental Responsible Bidder Criteria

In addition to the mandatory bidder responsibility criteria, the bidder must also meet the following relevant supplemental bidder responsibility criteria applicable to the project. As evidence that a bidder meets the supplemental bidder responsibility criteria, the Apparent Successful Bidder must submit, upon request, the required documentation to the Agency of Vancouver, within 72 hours of notification. The Agency reserves the right to request such documentation from other bidders as well.

If the Agency determines the bidder does not meet the bidder responsibility criteria and is therefore not a responsible bidder, the Agency shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees with this determination, they may appeal the determination within 24 hours of receipt of the Agency's determination by presenting additional information to the Agency. The Agency will consider the additional information before issuing its final determination. If the final determination affirms that the bidder is not responsible, the Agency will not execute a contract with any other Bidder until two (2) business days after the bidder determined to be not responsible received the Agency's final written determination as required by RCW 39.04.350(3)(d).

The time deadline for a bidder to appeal a determination that they are not responsible, as indicated here, may be modified by the Agency, adopting either a standard for all projects or changing it on a project-by-project basis.

1. **Federal Debarment** – The bidder shall not currently be debarred or suspended from bidding on Public Works Projects by the Federal government. The bidder shall not be listed as a current debarred or suspended bidder on the U.S. Governments System for Award Management (SAM) website.
 - a. Website: <http://www.sam.gov>.
2. **Claims against Retainage and Bonds** – The bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects during the previous three years, that demonstrate a lack of effective management by the bidder of making timely and appropriate payments to its subcontractors, supplies, and workers, unless there are extenuating circumstances acceptable to the Agency.
3. **Experience Modification Rate** – The bidder's Experience Modification Rate should be at or below 1.0. EMR rates above 1.0 are cause for Determination of Non-Responsibility unless the circumstances raising the rate have been accepted by the Agency.

When Recorded Return To:

City of Vancouver
Affordable Housing Fund Program
PO Box 1995
Vancouver, WA 98668-1995
Attention: Peggy Sheehan, (360) 487-7952

**CITY OF VANCOUVER, WASHINGTON
LOW INCOME HOUSING COVENANT**

Grantor/Borrower: Columbia Non-Profit Housing
Beneficiary: City of Vancouver by and through Affordable Housing Fund
Funding Source: Affordable Housing Fund
Assessor’s Tax ID#: 29290000
Abbreviated Legal Description: #11 OF EDWARD MOORE DLC
Full legal description attached as Exhibit A
Address: 3720 E 18th Street, Vancouver WA 98661
Contract Number: PRJ100428-2019 AHF-CNPH Englund Manor

This Low Income Housing Covenant(the "Covenant") is made between Columbia Non-Profit Housing (a Washington nonprofit corporation) (hereinafter “Grantor”), whose address is 2500 Main Street, Vancouver, WA 98660 and the City of Vancouver, Washington (a municipal corporation) (hereinafter “Beneficiary”), in consideration for the financial assistance in the amount of eight hundred fifty thousand and 00/100 dollars (\$850,000) provided by the City of Vancouver Affordable Housing Program to Columbia Non-Profit Housing pursuant to an Affordable Housing Fund Agreement, Contract Number PRJ100428-2019 AHF-CNPH Englund Manor (the "Contract"), for the rehabilitation of the Englund Manor project at the site described as follows (the “Property”):

Assessor’s Tax ID# and Abbreviated Legal Description:
#11 OF EDWARD MOORE DLC
Full legal description attached as Exhibit A.

AFFORDABILITY PERIOD

This Covenant will be filed and recorded in the official public land records of Clark County, Washington and shall constitute a restriction upon the use of the property described herein, subject to and in accordance with the terms of this Covenant, during the City of Vancouver affordability period lasting from October 1, 2021 to September 30, 2041 (the “Affordability Period”).

COVENANTS

The covenants contained herein are to be taken and construed as covenants running with the land and shall pass to and be binding upon the Grantor, its successors and assigns heirs, grantees, or lessees of the Property for the duration of the Affordability Period. Each and every contract, deed or other instrument covering or conveying the Property, or any portion thereof, shall be conclusively held to have been executed, delivered and accepted subject to such covenants, regardless of whether such covenants are set forth in such contract, deed, or other instruments.

NOW, THEREFORE, it is hereby covenanted, that during the Affordability Period:

1. Grantor will preserve twenty-two (22) units in this Property as long-term affordable rental units for low income people with incomes, at the time of initial occupancy, at fifty percent (50%) or less of the median income in Clark County, Washington, adjusted for family size, as estimated annually by the United States Department of Housing and Urban Development (HUD). The designated Affordable Housing Fund units are subject to the rent limits and tenant income requirements described herein.
2. Grantor is the legal owner of the Property, and now has a valid fee simple title thereto, subject only to such encumbrances described in the Priority and Subordination Agreement recorded

against the Property on or about the date hereof (the “Priority and Subordination Agreement) and other matters of record encumbering the Property as of the date hereof (collectively, the “Permitted Encumbrances”), and Grantor will warrant and defend said title against all claims and demands of all other persons subject to the Permitted Encumbrances.

3. Grantor will timely pay all taxes, assessments, charges, fines, liens, fees, and other charges or impositions attributable to the Property which can attain priority over this Covenant, or which may be levied or assessed against the Property or this Covenant.
4. Grantor shall keep the Property in good repair; not permit or commit waste of the Property; complete any building, structure or improvement thereon which may be damaged or destroyed; not move or demolish any of the improvements on the Property without the Beneficiary’s written consent; and comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property.
5. Grantor will keep all existing and hereafter erected structures and improvements that are part of the Property insured against loss or damage by fire, and other hazards included within the term “extended coverage perils,” and any other hazards including, but not limited to earthquakes and floods, by a company or companies acceptable to the Beneficiary and for the benefit of the Beneficiary, in the amount of one hundred percent (100%) of the insurable value of the structure and improvements, and will allow the Beneficiary to examine all policies and renewals upon request
6. Beneficiary shall have the right to inspect the Property from time to time.
7. Grantor will comply with all federal, state and local laws prohibiting discrimination on the basis of age, sex marital status, race, creed, color, national origin, handicap, or familial status. These requirements are specified in Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VIII; Executive Order 11063; Executive Order 11246; Architectural Barriers Act of 1968; and Americans with Disabilities Act.
8. Grantor shall not refuse leasing to a holder of a certificate for family participation under 24 CFR Part 882, or a rental voucher under 24 CFR Part 887, or to the holder of a comparable document evidencing participation in a tenant based assistance program because of the status of the prospective tenant as a holder of such certificate. However, HUD Public Housing regulations for this project would require the tenant to forfeit their voucher upon leasing.

UNIT DESIGNATION

The designated Affordable Housing Fund units will consist of twenty-two (22) one-bedroom units. All will be floating units meaning that units originally designated as Affordable Housing Fund-assisted units may change over time. During the Affordability Period, the number of Affordable Housing Fund units in the project may never be less than 22 units. The units must be comparable, in size, features, and number of bedrooms to those units originally identified as Affordable Housing Fund units.

RENT LIMITS

Designated Affordable Housing Fund units must only be occupied by households that are eligible low-income families at the time of initial occupancy and the tenant portion of rent may not exceed what is affordable to households at 50% AMI. The City of Vancouver will issue the Affordable Housing Fund rent limits annually. The tenant portion of rent must not exceed the maximum Affordable Housing Fund rent minus the monthly allowances for utilities. Only the utility allowance provided by the Housing Authority of the City of Vancouver shall be used.

TENANT INCOME

All designated Affordable Housing Fund units will be rented to households with an annual income that is 50% of the area median income (AMI) or less at the time of initial occupancy. The income of each tenant must be determined initially and annually in accordance with the City of Vancouver Affordable Housing Fund Policies and Procedures. If an over-income tenant is residing in a designated Affordable Housing Fund unit, the next available unit must be rented to an income-eligible tenant. The City of Vancouver will provide the HUD income limits annually. If HUD ceases to provide such estimates of median income, then median income shall mean such comparable figures for Clark County, Washington published or reported by a federal, state, or local agency as the County shall select.

RECORDS

In keeping with the responsibility that accompanies the use of public funds, Grantor shall keep all records and make any reports relating to compliance with this Covenant Agreement that the Beneficiary may reasonably require. In addition, Grantor agrees that Beneficiary, by and through the City of Vancouver staff, may at any reasonable time and upon reasonable notice review Grantor for matters consistent with this Covenant, in accordance with applicable law.

REPORTING

Grantor will report on Affordable Housing Fund units annually for the duration of the Affordability Period. Required information:

- Address and name of project
- Total number of units
- For each designated Affordable Housing Fund unit:
 - Unit number
 - Number of bedrooms
 - Monthly rent payment
 - Utility allowance
 - Renter gross income
 - Household size

TRANSFER, SALE, OR CHANGE IN USE

As used in this Covenant, “interest in the Property” shall mean any legal or beneficial interest in all or any part of the Property. If all or any part of the Property or any interest in the Property is sold or transferred, or if there is a change of use or other transfer, including but not limited to any contract for sale of the Property over time, any assumption of the grant/loan by a transferee of the Grantor, any assignment by Grantor for the benefit of creditors, failure of the Grantor to continue to utilize the designated Affordable Housing Fund units as rental residence with income of rental households not to exceed 50% of AMI adjusted for household size (the “Use”), appointment of a receiver for Grantor, the filing of a petition for voluntary or involuntary bankruptcy of Grantor, a foreclosure of any nature against Grantor, or transfer of any interest in the Property for purposes of a gift, and if such action or failure to act occurs without prior written consent of Beneficiary, Beneficiary may require immediate payment in full of all sums secured by this Covenant, unless prohibited by applicable law. These terms shall not include any transfer by way of subordinate encumbrance.

Notwithstanding anything to the contrary in this Covenant, the following shall not be considered a transfer, sale or change of use and shall not trigger Beneficiary’s right to declare the Affordable Housing Fund grant in the amount of **\$850,000** due and payable:

1. A transfer of a limited partnership interest in the Property by the Grantor or its assigns;
2. The transfer of a security interest in the Property for purposes of financing or refinancing done with the knowledge and consent of the City of Vancouver;
3. A Sale, transfer or assignment of Grantors interest in the Property to another 501(c)(3) organization or governmental entity reasonably acceptable to the City of Vancouver;
4. Removal by the Grantor’s general partner for cause and replacement of the Grantor’s general partner with another entity acceptable to the Beneficiary; and
5. The transfer of a leasehold interest to a residential tenant in the ordinary course of Grantor’s business.

DEFAULT

If any breach of this Covenant is believed to have occurred, the Beneficiary may, after 30 days-notice to the Grantor, institute and prosecute any proceeding at law or equity to default the grant, prevent, or enjoin any such violation or to compel specific performance by the Grantor of its obligations hereunder; provided that, the Grantor shall not be required by any provision herein to evict a residential tenant. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage, or waive the rights of the Beneficiary to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violations or any similar breach or violation hereof at any later time.

IN WITNESS HEREOF, Columbia Non-Profit Housing, a Washington nonprofit corporation, has executed this Covenant on the _____ day of _____, 2020.

GRANTOR: _____
Columbia Non-Profit Housing
By: Andy Silver
Title: Executive Director

CORPORATE NOTARY

[illegible]

On this ____ day of _____, 20__ before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared ANDY SILVER, known to me as the Executive Director of COLUMBIA NON-PROFIT HOUSING, a Washington nonprofit corporation, which executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the said entity, for uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument on behalf of the said entity.

WITNESS my hand and official seal hereto the day and year in the certificate above written.

NOTARY PUBLIC in and for the State of _____,
My Commission Expires: _____

Place notary seal centered on page below

EXHIBIT A:
PROPERTY LEGAL DESCRIPTION

This EXHIBIT A is attached to and part of the COVENANT dated as of _____, 2020 between Columbia Non-Profit Housing, a Washington nonprofit corporation, as “Borrower”, and the CITY OF VANCOUVER, WASHINGTON, as “Beneficiary”.

Tax ID #: 29290000

Legal Description:

Beginning at a point on the North line of the Edward Moore Donation Land Claim in Section 24, Township 2 North, Range 1 East of the Willamette Meridian, Clark County, Washington, said point being 575.14 feet East of the Northeast corner of Lot 1, Norris Acre Tracts, according to the plat thereof, recorded in Volume “B” of Plats, page 49, records of Clark County, Washington, thence East along said North line 132 feet; thence South 330 feet, thence West 132 feet; thence North 330 feet to the Place of Beginning. Except that portion thereof, lying within East 18th Street.



Staff Report 102-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 8/17/2020

SUBJECT Vancouver Housing Authority- Miles Terrace (Affordable Housing Fund)

Key Points

- The Affordable Housing Fund (AHF) was created in order to provide housing units affordable to households earning up to 50% of area median income (AMI) in Vancouver.
- City Council awarded \$1,100,000 in Affordable Housing Funds for the Miles Terrace project (formerly called WXV Senior Housing) in June 2020. Council approval is now requested to execute the funding agreement.
- The project will consist of 69 new housing units in downtown Vancouver for low-income seniors. Fifteen (15) designated Affordable Housing Fund units will remain affordable to households at/below 50% AMI for 20 years.

Strategic Plan Alignment

Goal 3, Objective 3.2: Improve services available to underserved or vulnerable residents.

Present Situation

The Housing Authority of the City of Vancouver is developing Miles Terrace (formerly called WXV Senior Housing) located at 400 W 15th Street in downtown Vancouver. The project consists of land acquisition and development of a 69-unit senior apartment complex located at 400 West 15th Street. The project will include a mix of studio, 1-bedroom and 2-bedroom units for low-income renters 62 years and older. Thirty-five (35) units will be targeted to households earning up to 50% of area median income (AMI) and 34 units will be targeted to households earning up to 60% AMI. Fifteen (15) units will carry an Affordable Housing Fund covenant.

City Council approved an Affordable Housing Fund award for this project totaling \$1,100,000 in June 2020. The \$1,100,000 is from 2019 levy funds.

Per the Affordable Housing Fund guidelines, 15 units will be restricted to households earning

up to 50% AMI throughout the 20-year affordability period. The agency has also requested a partial impact fee waiver from the City, which will require that all units in the project remain affordable in perpetuity to households at/below 80% AMI.

Affordable Housing Funds will be used for land acquisition. Construction is anticipated to begin in fall of 2020.

Advantage(s)

1. Creates 69 units of affordable senior housing.
2. Fulfills the intent of the Affordable Housing Fund to support housing affordable at 50% AMI.
3. Facilitates a \$14.3 million, half-block construction project in Vancouver.

Disadvantage(s)

None

Budget Impact

This project utilizes Affordable Housing Funds collected in 2019. There is sufficient Affordable Housing Fund budget to support the City's contribution towards this project.

Prior Council Review

June 1, 2020, Council approved \$1,100,000 of Affordable Housing Funds

Action Requested

Authorize the City Manager or his designee to execute the Affordable Housing Fund contract with Housing Authority of the City of Vancouver and approve any subsequent legal action necessary to enforce the terms of the same.

Peggy Sheehan, Community Development Programs Manager, 360-487-7952

ATTACHMENTS:

- ▣ AHF Agreement - Miles Terrace
- ▣ AHF Covenant - Miles Terrace



AGREEMENT

BETWEEN

CITY OF VANCOUVER

Affordable Housing Fund

PO Box 1995 • Vancouver • Washington • 98668-1995

(360) 487-7952 • www.cityofvancouver.us/cdbg

AND

HOUSING AUTHORITY OF THE CITY OF VANCOUVER

2500 Main Street • Vancouver • Washington • 98660

Project funded:	Miles Terrace
Funding Source:	Vancouver Affordable Housing Fund
Agreement Period:	August 18, 2020 through September 30, 2021
Agreement Number:	PRJ100428-2019 AHF-VHA Miles Terrace
Agreement Amount:	\$1,100,000
Property Address:	400 W 15 th Street, Vancouver, WA
Affordability Period:	October 1, 2021 through September 30, 2041
Agency Contact:	Victor Caesar (360) 993-9578 vcaesar@vhausa.com
City Contact:	Peggy Sheehan (360) 487-7952 peggy.sheehan@cityofvancouver.us

This agreement consists of the following:

- Signature page
- Statement of Work
- Rental Property Requirements
- Line Item Budget
- Timeline
- Authorization Signature Card
- General Terms and Conditions
- Exhibit A: Request for Advance Form
- INCORPORATED BY REFERENCE: Covenant

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and have caused this Agreement to be executed by their respective officers and agents thereunto duly authorized by signing below:

CITY OF VANCOUVER:

HOUSING AUTHORITY OF THE CITY OF
VANCOUVER:

Eric Holmes, City Manager

Roy A. Johnson, Executive Director

Date:

Date:

ATTEST:

Natasha Ramras, City Clerk

Peggy Sheehan, Community Development
Program Manager

APPROVED AS TO FORM:

Jonathan Young, City Attorney

HOUSING AUTHORITY OF THE CITY OF VANCOUVER - Miles Terrace – \$1,100,000

Page 1 of 15

STATEMENT OF WORK

PROJECT DESCRIPTION

HOUSING AUTHORITY OF THE CITY OF VANCOUVER (AGENCY) is operating as a subrecipient for the City of Vancouver (CITY) to complete a project using Affordable Housing Funds. As such, AGENCY must comply with the terms and conditions in this Agreement including, but not limited to, the attached Budget, Timeline, and documents incorporated by reference, including but not limited to the Covenant.

The intent of this Agreement is to provide an Affordable Housing Fund grant in the amount not to exceed \$1,100,000 to the AGENCY for the Miles Terrace project. The project consists of land acquisition and development of a 69-unit senior apartment complex located at 400 West 15th Street, Vancouver, Washington, 98660. The project will include a mix of studio, 1-bedroom and 2-bedroom units targeted to low-income renters 62 years and older. Thirty-five (35) units will be targeted to households earning up to 50% of area median income (AMI) and thirty-four (34) units will be targeted to households earning up to 60% AMI. Amenities shall include 48 covered parking spaces, secured mail and storage areas, ground floor office space, elevator service, informal social/gathering space on each floor, community garden, covered and secured bicycle parking, a business center, a cafe/media room, and laundry facilities on each residential floor.

Affordable Housing Funds will be used for land acquisition. The land and improvements constructed on the land for this project will be leased to Miles Terrace LLLP, a Washington limited liability limited partnership (PARTNERSHIP). **Fifteen (15) Affordable Housing Fund-supported units will be restricted to households earning up to 50% AMI throughout the affordability period.** If Agency breaches this Agreement or Covenant, all or part of the grant must be repaid to CITY.

PROJECT BUDGET

1. The CITY will provide the AGENCY with a grant in an amount not to exceed \$1,100,000 for purposes of completing the project described herein. The use of these funds shall be expressly limited to the activities described in this Agreement.
2. Any reduction in the total budget authority will be done after consultation with the AGENCY and will require a modification of this Agreement. Any funds unspent at the end of the Agreement period will be retained by the CITY for allocation to another Affordable Housing Fund project.

PAYMENT PROVISIONS

1. The majority of the CITY advances to the AGENCY will be on a cost reimbursement basis. However, there are times such as property purchase that the CITY will make advances to an escrow account. In most cases, the CITY will make advances to AGENCY *as soon as practicable* but not more than thirty (30) days after the AGENCY submits a Request for Advance. Request for Advance shall include the following:
 - a. A summary of expenses incurred in support of all costs, and accompanied by general ledger detail.
 - For direct costs, detail will include direct costs: vendor names, dates of service and amount;
 - For services that are also funded by a third party, the AGENCY shall provide a detailed cost itemization by cost center and funding source. Detail shall identify which service or work was funded by the CITY and which by other parties.
2. The AGENCY shall designate one or more representatives who will be legally authorized to sign the Request for Advance Form provided and any other forms that may be required. The names of the liaison persons and representatives will be specified on the Authorization Signature Card.
3. AGENCY shall provide supporting documentation to the CITY upon request for any Request for Advance, such as invoices and receipts.
4. Affordable Housing Funds shall be accounted separately from other funds received by the AGENCY.

FUNDING TERMS

The \$1,100,000 in Affordable Housing Funds will be provided as a grant. In accordance with the terms of this Agreement and the Covenant, if the Affordable Housing Fund units are not operated as required by this Agreement and associated Covenant throughout the affordability period, all or part of the grant must be repaid by AGENCY immediately.

TERM OF AGREEMENT

This Agreement is in effect for the period from August 18, 2020 through September 30, 2021, unless terminated as described under the TERMINATION section of the General Terms and Conditions.

CONSTRUCTION START DATE

AGENCY agrees to begin construction of the agreed upon improvements no later than June 1, 2022 (two years from the date CITY awarded the funds). Time is of the essence, and failure to start construction on or before June 1, 2022, is a material breach of this Agreement.

PUBLIC NOTIFICATION

AGENCY agrees to work with the CITY to provide information about the project to the public, including need for and use of Affordable Housing Funds. Examples include but are not limited to groundbreaking events, signage during construction, open houses, and/or distribution of print or online materials.

The CITY will also provide information about the project, including location, property owner, contract amount, and number of designated Affordable Housing Fund units, to the public through the City of Vancouver website.

PREVAILING WAGE

The Affordable Housing Fund award will only be used for non-construction costs that do not require prevailing wage. Agency is responsible for keeping and maintaining records documenting the expenditure of the Affordable Housing Fund award on non-construction costs. If AGENCY is receiving other public funds for construction, it may be required to pay prevailing wage on the project as a result of those funding sources.

DOCUMENTS INCORPORATED BY REFERENCE

Each of the documents listed below are by this reference incorporated into this Agreement as though fully set forth herein, including any amendments, modifications or supplements thereto:

1. AGENCY's proposal for 2019 Affordable Housing Funds (submitted through the 2020 HOME Investment Partnerships Program application process).
2. Current version of Affordable Housing Fund income limits (50% of Area Median Income provided by HUD).
3. Covenant.

PROJECT COMPLETION

Project completion means that:

1. All necessary title transfer requirements and construction work have been performed;
2. The project complies with the requirements of this Agreement;
3. AGENCY has been advanced all costs; and
4. Affordable Housing Fund units are occupied by eligible tenants.

RENTAL PROPERTY REQUIREMENTS

AFFORDABILITY PERIOD

Miles Terrace located at 400 W 15th Street, Vancouver, WA 98660 will carry the requirement that the Affordable Housing Fund-assisted units remain affordable throughout the affordability period to people who are at or below 50% (calculated annually) of the area median income (AMI) established by HUD.

The affordability period dates are October 1, 2021 through September 30, 2041. During the affordability period, all Affordable Housing Fund requirements must be met and the CITY will be required to monitor the assisted units annually for compliance.

The City of Vancouver will ensure the affordability period and requirements are met by recording covenant restrictions. The Covenant includes details on affordability requirements, funding terms, restrictions regarding foreclosure, and transfer of ownership and is incorporated into this Agreement by reference.

UNIT DESIGNATION

The designated Affordable Housing Fund units will consist of fifteen (15) units including six (6) studios, eight (8) one-bedroom units, and one (1) two-bedroom unit. All will be floating units meaning that units originally designated as Affordable Housing Fund-assisted units may change over time. **During the affordability period, the number of Affordable Housing Fund units in the project may never be less than fifteen (15) units.** The units must be comparable, in size, features, and number of bedrooms to those units originally identified as Affordable Housing Fund units.

AFFORDABLE RENTAL HOUSING QUALIFICATION

Affordable Housing Fund units in a rental housing project must only be occupied by households that are eligible low-income families at the time of initial occupancy and the tenant portion of rent may not exceed what is affordable to households at 50% AMI. Units must meet the following requirements to qualify as affordable housing:

1. **Rent Limitation and Utility Allowances:**
 - a. The City of Vancouver will issue the Affordable Housing Fund rent limits annually. The information is available at www.cityofvancouver.us/affordablehousingfund.
 - b. Only the utility allowance provided by the Housing Authority of the City of Vancouver shall be used.
2. **Rent Schedule Approval:** Prior to occupancy, the CITY shall review and approve rents proposed by the AGENCY. The tenant portion of rent must not exceed the maximum Affordable Housing Fund rent minus the monthly allowances for utilities and services.
3. **Nondiscrimination against rental assistance subsidy holders.** The AGENCY cannot refuse to lease designated Affordable Housing Fund units to a holder of a Section 8 or other comparable tenant assistance voucher.
4. **Tenant Income.**
 - a. All funds used for rental housing shall assist households who have an annual income that is 50% of the area median income (AMI) or less at the time of initial occupancy.
 - b. The City of Vancouver shall provide the HUD income limits annually. The most current HUD income limits can be found at www.cityofvancouver.us/cdbg.
 - c. The income of each tenant must be determined initially and annually in accordance with the City of Vancouver Affordable Housing Fund Policies and Procedures.
5. **Over-income tenants.** Tenant income must be monitored annually. If an over-income tenant is residing in a designated Affordable Housing Fund unit, the next available unit must be rented to an income eligible tenant.

REPORTING

Properties are required to report on Affordable Housing Fund units annually in December for the duration of the affordability period. Reports should be submitted to the City of Vancouver Community and Economic Development Department, Attention: Peggy Sheehan using the Excel reporting form provided by the CITY.

Required information:

- Address and name of project
- Total number of units
- For each Affordable Housing Fund unit:
 - Unit number
 - Number of bedrooms
 - Monthly rent payment
 - Utility allowance
 - Renter gross income
 - Household size

INSPECTIONS

Prior to initial occupancy of an Affordable Housing Fund-assisted unit, the CITY must perform onsite Housing Quality Standard inspections. During the period of affordability, the CITY must perform on-site inspections of Affordable Housing Fund units annually.

BUDGET

	Total Project Cost	Funding Source			
		LIHTC Equity	Tax Exempt Bonds	Affordable Housing Fund	VHA Loan
Acquisition Costs:					
Land	\$1,184,560			\$1,100,000	\$84,560
	\$1,184,560	\$0	\$0	\$1,100,000	\$84,560
Construction:					
Demolition	\$0	\$0			
New Building	\$7,598,779	\$1,729,987	\$5,303,883		\$564,909
Contractor Profit	\$194,017		\$194,017		
Contractor Overhead	\$194,017		\$194,017		
New Construction Contingency	\$165,174		\$165,174		
Sales Tax	\$772,832		\$772,832		
Bond Premium	\$119,670		\$119,670		
Equipment and Furnishings	\$50,000				\$50,000
Other:	\$150,407		\$150,407		
	\$9,244,896	\$1,729,987	\$6,900,000	\$0	\$614,909
Soft Costs:					
Buyer's Appraisal	\$7,500	\$7,500			
Market Study	\$15,000	\$15,000			
Architect	\$650,000	\$650,000			
Engineering	\$151,500	\$151,500			
Environmental Assessment	\$7,500	\$7,500			
Geotechnical Study	\$15,000	\$15,000			
Boundary & Topographic Survey	\$35,000	\$35,000			
Legal - Real Estate	\$40,000	\$40,000			
Developer Fee	\$1,300,000	\$1,300,000			
Project Management / Dev. Consultant Fees	\$119,000	\$119,000			
Other Consultants	\$12,000	\$12,000			
Soft Cost Contingency	\$100,000	\$100,000			
Other:	\$5,000	\$5,000			
	\$2,457,500	\$2,457,500	\$0	\$0	\$0
Construction Financing					
Construction Loan Fees	\$81,000				\$81,000
Construction Loan Expenses	\$10,000				\$10,000
Construction Loan Legal	\$10,000				\$10,000

Construction Period Interest	\$59,940				\$59,940
Lease-up Period Interest	\$59,940				\$59,940
	\$220,880	\$0	\$0	\$0	\$220,880
<i>Permanent Financing</i>					
Permanent Loan Expenses	\$40,000				\$40,000
Permanent Loan Legal	\$40,000				\$40,000
LIHTC Fees	\$61,500				\$61,500
LIHTC Legal	\$80,000				\$80,000
LIHTC Owners Title Policy	\$40,000				\$40,000
	\$261,500	\$0	\$0	\$0	\$261,500
<i>Capitalized Reserves</i>					
Operating Reserves	\$320,000	\$320,000			
	\$320,000	\$320,000	\$0	\$0	\$0
<i>Other Development Costs</i>					
Real Estate Tax	\$25,000				\$25,000
Insurance	\$50,000				\$50,000
Permits, Fees & Hookups	\$425,000				\$425,000
Nonprofit Donation	\$10,000				\$10,000
Accounting/Audit	\$15,000				\$15,000
Marketing/Leasing Expenses	\$34,500				\$34,500
	\$559,500	\$0	\$0	\$0	\$559,500
<i>Bond Related Costs</i>					
Issuer Fees & Related Expenses	\$2,300				\$2,300
Bond Counsel	\$40,000				\$40,000
	\$42,300	\$0	\$0	\$0	\$42,300
<i>Total Development Cost:</i>	\$14,291,136				
<i>Total Sources:</i>	\$14,291,136	\$4,507,487	\$6,900,000	\$1,100,000	\$1,783,649

By signing below AGENCY acknowledges the review and approval of the budget listed above.

Name

Date

Title

TIMELINE

ACTIVITY	SCHEDULED DATE
Site Control Obtained	September 2020
Bid Process Completed	May 2020
Obtain Construction Permits	August 2020
Close on Financing	September 2020
Construction	September 2020 – September 2021
Full Occupancy	By December 2021

AUTHORIZATION SIGNATURE CARD

Organization Name HOUSING AUTHORITY OF THE CITY OF VANCOUVER

Address 2500 Main Street

City, State, Zip Vancouver, WA 98666

Telephone Number ()

SIGNATURE OF INDIVIDUALS AUTHORIZED TO SIGN FINANCIAL DOCUMENTS:

An authorized signature is required on financial documents. It is suggested that two or more persons be authorized so that one could sign in the absence of the other(s).

NAME	SIGNATURE

I certify that the signatures above are of the individuals authorized to execute financial documents for HOUSING AUTHORITY OF THE CITY OF VANCOUVER.

Date

Signature of Authorized Official

Title of Authorized Official

**Note: The authorized official may not approve their own signature above*

GENERAL TERMS AND CONDITIONS

1. Fair Housing.

Projects funded with the Affordable Housing Fund are subject to federal fair housing regulations. Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and disability.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; AGENCY's submitted proposal to project request and project request.

3. Relation of Parties.

The AGENCY, its subcontractors, agents and employees are independent AGENCYs performing professional services for CITY and are not employees of CITY. The AGENCY, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to CITY employees. The AGENCY, subcontractors, agents and employees shall not have the authority to bind CITY in any way except as may be specifically provided herein.

4. E-Verify.

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

5. Delays and Extensions of Time.

If the AGENCY is delayed at any time from complying with the requirements covered by the Agreement, by any causes beyond AGENCY's control, the time for performance may be extended by such time as shall be mutually agreed upon by AGENCY and CITY and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to CITY.

6. Compensation and Schedule of Payments.

CITY shall pay the AGENCY as indicated in the Payment Provisions of the Statement of Work for costs incurred for the Project. The Agreement amount shall not be exceeded without CITY's prior written authorization in the form of a negotiated and executed amendment. The AGENCY shall submit monthly invoices to CITY covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to AGENCY shall be net 30 days.

The CITY reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. CITY and AGENCY agree that any amount paid in error by CITY does not constitute a rate change in the amount of the contract. The CITY's contract/purchase order (PO) number given on the notice to proceed **must** be referenced on any invoice submitted for payment.

7. Ownership of Records and Documents.

Any and all work product prepared by the AGENCY in the course of performing this Contract shall immediately become the property of the CITY. In consideration of the compensation provided for by this

Agreement, the AGENCY hereby further assigns all copyright interests in such work product to the CITY. A copy may be retained by the AGENCY. Previously owned intellectual property of AGENCY, and any know-how, methodologies or processes used by AGENCY to provide the services or project deliverables under this Contract shall remain property of AGENCY.

8. Termination.

The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

9. Evaluation and Compliance with the Law.

The AGENCY shall have the authority to control and direct the performance and details of the work described herein. The AGENCY agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

10. City Business and Occupation License.

In most cases, AGENCYs will be required to get a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/AGENCYs shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 800-451-7985, or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

11. Liability and Hold Harmless.

AGENCY agrees to indemnify, defend, save and hold harmless the CITY, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the CITY by an employee of AGENCY or subcontractors or agent even if AGENCY is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the CITY and the AGENCY, such cost, fees and expenses shall be shared between the CITY and the AGENCY in proportion to their relative degrees of negligence. AGENCY specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that AGENCY provide the broadest scope of indemnity permitted by RCW 4.24.115. AGENCY is an independent AGENCY and responsible for the safety of its employees.

12. Insurance.

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

a. **Liability Insurance.** AGENCY shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence and not less than one million dollars (\$1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. City Listed as an Additional Insured: The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Builder's Risk policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement must be included with the certificate of insurance.

c. The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. Worker's Compensation. AGENCY shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of AGENCY's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars (\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

e. Umbrella Liability. The AGENCY shall provide Umbrella Liability coverage at limits of not less than five million dollars (\$5,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the AGENCY's primary Commercial General and Automobile Liability coverage, or any combination thereof.

f. Professional Liability. The AGENCY shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the AGENCY, sub-contractors or anyone directly or indirectly employed by either the AGENCY or a sub-contractors. The amount of coverage provided by such insurance shall be not less than five hundred thousand dollars (\$500,000) combined single limit.

g. Fidelity/Employee Dishonesty Bond. The AGENCY shall obtain and keep in force during the entire term of this Agreement, a Fidelity/Employee Dishonesty Bond against any and all claims which may arise out of the performance of this Contract whether such work shall be by the AGENCY, sub-contractors or anyone directly or indirectly employed by either the AGENCY or a sub-contractors. The amount of coverage provided by such insurance shall be not less than ten thousand dollars (\$10,000).

h. Employment Security. The AGENCY shall comply with all employment security laws of the state in which services are provided, and shall timely make all required payments in connection therewith.

i. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.

j. Coverage Trigger: The insurance must be written on a "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

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

13. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

CITY:
Peggy Sheehan

AGENCY:
Roy Johnson

City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

Housing Authority of the City of Vancouver
2500 Main Street
Vancouver, WA 98660

14. Amendments.

All changes to this Agreement, including changes to the statement of work and loan advances, must be made by written amendment and signed by all parties to this Agreement.

15. Scope of Agreement.

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

16. Ratification.

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

17. Governing Law/Venue.

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The AGENCY shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

18. Cooperative Purchasing:

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

19. Public Disclosure Compliance.

The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Ch 42.56 RCW, and that materials submitted by the Sub recipient to the CITY become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the CITY in the event of a request for disclosure. In the event the CITY receives a public record request for any data or deliverable that is provided to the CITY and that is licensed from the Sub recipient, the CITY shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Sub recipient 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 Ch.42.17 RCW for withholding or delaying public disclosure of such information.

20. Records.

AGENCY shall ensure that records generated in connection with the project, including but not limited to, financial transactions, are maintained and retrievable pursuant to the applicable CITY retention period. The CITY shall be granted access to any such records it deems necessary to satisfy oversight responsibilities and any other legal requirements, and shall be granted the right to copy any such records necessary to fulfill these obligations. The AGENCY shall provide access to these records upon request in a timely manner.

EXHIBIT A
CITY OF VANCOUVER AFFORDABLE HOUSING FUND
REQUEST FOR ADVANCE

Date: _____ HOUSING AUTHORITY OF THE CITY OF VANCOUVER - Miles Project Title: Terrace Invoice #: _____ PRJ100428-2019 AHF-VHA AHF Project #: Miles Terrace	Period Covered: _____ Contact Person: _____ Telephone: _____ Email: _____
--	--

Activity	AHF Budget	Expended This Period	Expended To Date	Balance
Land purchase	\$1,100,000			
TOTAL:	\$1,100,000			

Reimbursement Amount Request \$ _____

☐ Check box when this is a final request.

CERTIFICATION: I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS REPORT IS CORRECT AND COMPLETE, AND THAT ALL EXPENDITURES ARE FOR THE PURPOSE SET FORTH IN THE GRANT AWARD DOCUMENTS. SUPPORTING DOCUMENTATION IS ATTACHED.

AUTHORIZATION:

Authorized Signature for Project

Title

Date

AHF Program Only

PRJ100428-2019
AHF-VHA Miles
Terrace

AHF Project No:

Initials Drawn By: _____

Date Funds Drawn: _____

Reviewed and Approved

Date

Initials Approved By: _____

When Recorded Return To:

City of Vancouver
Affordable Housing Fund Program
PO 1995
Vancouver, WA 98668-1995
Attention: Peggy Sheehan, (360) 487-7952

**CITY OF VANCOUVER, WASHINGTON
LOW INCOME HOUSING COVENANT**

Grantor/Borrower:	Miles Terrace LLLP and Housing Authority of the City of Vancouver
Beneficiary:	City of Vancouver by and through Affordable Housing Fund
Funding Source:	Affordable Housing Fund
Assessor’s Tax ID#:	52370000, 52380000, 52390000, 52400000, 52410000, 52420000
Abbreviated Legal Description:	NORTH VANCOUVER #3 LOTS 3 & 4 BLK 9 NORTH VANCOUVER LOT 5 BLK 9 NORTH VANCOUVER LOT 6 BLK 9 NORTH VANCOUVER LOT 7 BLK 9 NORTH VANCOUVER #1 LOT 8 BLK 9 NORTH VANCOUVER #2 LOT 8 BLK 9 Full legal description attached as Exhibit A
Address:	400 W 15 th Street, Vancouver, WA 98660
Contract Number:	PRJ100428-2019 AHF-VHA Miles Terrace

This Low Income Housing Covenant (the "Covenant") is made between Miles Terrace LLLP, a Washington limited liability limited partnership (hereinafter “Partnership”), whose address is c/o Housing Authority of the City of Vancouver, 2500 Main Street, Vancouver, WA 98660, Housing Authority of the City of Vancouver, a Washington public body corporate and politic (hereinafter “Authority”), and the City of Vancouver, Washington, a municipal corporation (hereinafter “Beneficiary”), in consideration for the financial assistance in the amount of one million, one hundred thousand and 00/100 dollars (\$1,100,000) provided by the City of Vancouver Affordable Housing Program to the the Authority pursuant to an Affordable Housing Fund Agreement, Contract Number PRJ100428-2019 AHF-VHA Miles Terrace (the "Contract"), to provide funds for land purchase for the development of the Miles Terrace project at the site described as follows (the “Property”):

Assessor’s Tax ID# and Abbreviated Legal Description:
52370000 - NORTH VANCOUVER #3 LOTS 3 & 4 BLK 9
52380000 - NORTH VANCOUVER LOT 5 BLK 9
52390000 - NORTH VANCOUVER LOT 6 BLK 9
52400000 - NORTH VANCOUVER LOT 7 BLK 9
52410000 - NORTH VANCOUVER #1 LOT 8 BLK 9
52420000 - NORTH VANCOUVER #2 LOT 8 BLK 9
Full legal description attached as Exhibit A.

AFFORDABILITY PERIOD

This Covenant will be filed and recorded in the official public land records of Clark County, Washington and shall constitute a restriction upon the use of the property described herein, subject to and in accordance with the terms of this Covenant, during the City of Vancouver affordability period lasting from October 1, 2021 to September 30, 2041 (the “Affordability Period”). The Housing Authority of the City of Vancouver has leased its interest in the Property to the Partnership, and expects to use the funds provided to it by the Beneficiary under the Contract to provide funding to the Partnership. This Covenant is part of the consideration for the financial assistance provided by the Beneficiary to the Authority, which benefits the Partnership in its development of the Miles Terrace project located on the Property and is specifically authorized by the Authority.

COVENANTS

The covenants contained herein are to be taken and construed as covenants running with the land and shall pass to and be binding upon the Partnership, its successors and assigns heirs, grantees, or lessees of the Property for the duration of the Affordability Period. Each and every contract, deed or other instrument covering or conveying the Partnership's leasehold interest in the Property, or any portion thereof, shall be conclusively held to have been executed, delivered and accepted subject to such covenants, regardless of whether such covenants are set forth in such contract or other instruments.

NOW, THEREFORE, it is hereby covenanted, that during the Affordability Period:

1. Partnership will preserve fifteen (15) units in this Property as long-term affordable rental units for low income people with incomes, at the time of initial occupancy, at fifty percent (50%) or less of the median income in Clark County, Washington, adjusted for family size, as estimated annually by the United States Department of Housing and Urban Development (HUD). The designated Affordable Housing Fund units are subject to the rent limits and tenant income requirements described herein.
2. Partnership has a leasehold interest in the Property, subject only to such encumbrances described in the Priority and Subordination Agreement recorded against the Property on or about the date hereof (the "Priority and Subordination Agreement") and other matters of record encumbering the Property as of the date hereof (collectively, the "Permitted Encumbrances"), and Partnership will warrant and defend said interest against all claims and demands of all other persons subject to the Permitted Encumbrances.
3. Partnership will timely pay all taxes, assessments, charges, fines, liens, fees, and other charges or impositions attributable to the Property which can attain priority over this Covenant, or which may be levied or assessed against the Property or this Covenant.
4. Partnership shall keep the Property in good repair; not permit or commit waste of the Property; complete any building, structure or improvement thereon which may be damaged or destroyed; not move or demolish any of the improvements on the Property without the Beneficiary's written consent; and comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property.
5. Partnership will keep all existing and hereafter erected structures and improvements that are part of the Property insured against loss or damage by fire, and other hazards included within the term "extended coverage perils," and any other hazards including, but not limited to earthquakes and floods, by a company or companies acceptable to the Beneficiary and for the benefit of the Beneficiary, in the amount of one hundred percent (100%) of the insurable value of the structure and improvements, and will allow the Beneficiary to examine all policies and renewals upon request
6. Beneficiary shall have the right to inspect the Property from time to time.
7. Partnership will comply with all federal, state and local laws prohibiting discrimination on the basis of age, sex marital status, race, creed, color, national origin, handicap, or familial status. These requirements are specified in Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VIII; Executive Order 11063; Executive Order 11246; Architectural Barriers Act of 1968; and Americans with Disabilities Act.
8. Partnership shall not refuse leasing to a holder of a certificate for family participation under 24 CFR Part 882, or a rental voucher under 24 CFR Part 887, or to the holder of a comparable document evidencing participation in a tenant based assistance program because of the status of the prospective tenant as a holder of such certificate.

UNIT DESIGNATION

The designated Affordable Housing Fund units will consist of fifteen (15) units including six (6) studios, eight (8) one-bedroom units, and one (1) two-bedroom unit. All will be floating units meaning that units originally designated as Affordable Housing Fund-assisted units may change over time. During the Affordability Period, the number of Affordable Housing Fund units in the project may never be less than 15 units. The units must be comparable, in size, features, and number of bedrooms to those units originally identified as Affordable Housing Fund units.

RENT LIMITS

Designated Affordable Housing Fund units must only be occupied by households that are eligible low-income families at the time of initial occupancy and the tenant portion of rent may not exceed what is affordable to households at 50% AMI. The City of Vancouver will issue the Affordable Housing Fund rent limits annually. The tenant portion of rent must not exceed the maximum Affordable Housing Fund rent minus the monthly allowances for utilities. Only the utility allowance provided by the Housing Authority of the City of Vancouver shall be used.

TENANT INCOME

All designated Affordable Housing Fund units will be rented to households with an annual income that is 50% of the area median income (AMI) or less at the time of initial occupancy. The income of each tenant must be determined initially and annually in accordance with the City of Vancouver Affordable Housing Fund Policies and Procedures. If an over-income tenant is residing in a designated Affordable Housing Fund unit, the next available unit must be rented to an income-eligible tenant. The City of Vancouver will provide the HUD income limits annually. If HUD ceases to provide such estimates of median income, then median income shall mean such comparable figures for Clark County, Washington published or reported by a federal, state, or local agency as the County shall select.

RECORDS

In keeping with the responsibility that accompanies the use of public funds, Partnership shall keep all records and make any reports relating to compliance with this Covenant that the Beneficiary may reasonably require. In addition, Partnership agrees that Beneficiary, by and through the City of Vancouver staff, may at any reasonable time and upon reasonable notice review Partnership for matters consistent with this Covenant, in accordance with applicable law.

REPORTING

Partnership will report on Affordable Housing Fund units annually for the duration of the Affordability Period. Required information:

- Address and name of project
- Total number of units
- For each designated Affordable Housing Fund unit:
 - Unit number
 - Number of bedrooms
 - Monthly rent payment
 - Utility allowance
 - Renter gross income
 - Household size

TRANSFER, SALE, OR CHANGE IN USE

As used in this Covenant, “interest in the Property” shall mean any legal or beneficial interest in all or any part of the Property. If all or any part of the Property or any interest in the Property is sold or transferred, or if there is a change of use or other transfer, including but not limited to any contract for sale of the Property over time, any assignment by Partnership for the benefit of creditors, failure of the Partnership to continue to utilize the designated Affordable Housing Fund units as rental residence with income of rental households not to exceed 50% of AMI adjusted for household size (the “Use”), appointment of a receiver for Partnership, the filing of a petition for voluntary or involuntary bankruptcy of Partnership, a foreclosure of any nature against Partnership, or transfer of any interest in the Property for purposes of a gift, and if such action or failure to act occurs without prior written consent of Beneficiary, Beneficiary may require the Authority to make immediate payment in full of all sums secured by this Covenant, unless prohibited by applicable law. These terms shall not include any transfer by way of subordinate encumbrance.

Notwithstanding anything to the contrary in this Covenant, the following shall not be considered a transfer, sale or change of use and shall not trigger Beneficiary’s right to declare the Affordable Housing Fund grant in the amount of **\$1,100,000** due and payable:

1. Lease of the property or its improvements from Authority to the Partnership;
2. A transfer of a limited partnership interest in Partnership by a limited partner or its assigns;
3. The transfer of a security interest in the property for purposes of financing or refinancing done with the knowledge and consent of the Beneficiary;
4. A Sale, transfer or assignment of Partnership’s interest in the property to a 501(c)(3) organization or governmental entity reasonably acceptable to the Beneficiary;
5. A transfer of limited partner interests, directly or indirectly, to and among affiliates and, after the contribution of all required capital by the limited partners, transfers to non-affiliates acceptable to the Beneficiary;
6. Removal or withdrawal of the Partnership’s general partner for cause or as otherwise provided under the amended and restated partnership agreement, if the general partner is replaced with

(i) a current limited partner (or affiliate thereof) or (ii) another entity acceptable to the Beneficiary; and

7. The transfer of a leasehold interest to a residential tenant in the ordinary course of Partnership's business.

DEFAULT

If any breach of this Covenant is believed to have occurred, the Beneficiary may, after 30 days written notice to the Partnership and a failure to cure within such 30 day period (which cure may be tendered by a limited partner), institute and prosecute any proceeding at law or equity to default the grant and declare it payable by the Authority, prevent, or enjoin any such violation or to compel specific performance by the Partnership and the Authority of its obligations hereunder; provided that, the Partnership shall not be required by any provision herein to evict a residential tenant. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage, or waive the rights of the Beneficiary to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violations or any similar breach or violation hereof at any later time.

IN WITNESS HEREOF, Miles Terrace LLLP, a Washington limited liability limited partnership, and Housing Authority of the City of Vancouver, a Washington public body corporate and politic, have executed this Covenant on the _____ day of _____, 2020.

Miles Terrace LLLP, a Washington limited liability limited partnership, as Grantor

By Housing Authority of the City of Vancouver, its General Partner

By _____
Roy A. Johnson, Executive Director

Housing Authority of the City of Vancouver, a Washington public body corporate and politic, as Grantor

By _____
Roy A. Johnson, Executive Director

CORPORATE NOTARY

STATE OF WASHINGTON)
COUNTY OF CLARK)ss

On this ____ day of _____, 20__ before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Roy A. Johnson, known to me as the Executive Director of the Housing Authority of the City of Vancouver, a Washington public body corporate and politic, general partner of Miles Terrace LLLP, the entity which executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the said entity, for uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument on behalf of the said entity.

WITNESS my hand and official seal hereto the day and year in the certificate above written.

NOTARY PUBLIC in and for the State of _____,
My Commission Expires: _____

Place notary seal centered on page below

EXHIBIT A:
PROPERTY LEGAL DESCRIPTION

This EXHIBIT A is attached to and part of the COVENANT dated as of _____, 2020 between Miles Terrace LLLP, a Washington limited liability limited partnership, and Housing Authority of the City of Vancouver, a Washington public body corporate and politic, as “Grantors”, and the CITY OF VANCOUVER, WASHINGTON, as “Beneficiary”.

Tax ID #: 52370000, 52380000, 52390000, 52400000, 52410000, 52420000

Legal Description:

LOTS 1, 5, 6, 7, 8 AND THE SOUTH HALF OF THE SOUTH HALF OF LOTS 3 AND 4, BLOCK 9 OF NORTH VANCOUVER, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK “A” OF PLATS, PAGE 20, RECORDS OF CLARK COUNTY, WASHINGTON.



Staff Report 103-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 8/17/2020

SUBJECT COVID-19 Business Assistance - CDBG Funding Awards

Key Points

- The City of Vancouver has \$160,000 in current CDBG contracts for small business technical assistance through MercyCorps NW, Hispanic Metropolitan Chamber, and Vancouver's Downtown Association.
- An additional \$896,834 in COVID-19 response funds ("CDBG-CV") and 2020 CDBG funds is available for business assistance programs that address current economic conditions related to the pandemic. Staff completed a Request for Information (RFI) process to identify and prioritize business assistance services.
- Funding recommendations from the RFI committee include awards for Vancouver's Downtown Association, MercyCorps NW, and MESO/Fourth Plain Forward to provide a range of services including technical assistance, direct grants and loans, and grant/loan processing. In total, Vancouver's Downtown Association would receive up to \$200,000 in business assistance contracts as directed by Council.
- Clark County has also received a CDBG-CV allocation to be used for business assistance outside of the City.
- Assistance to businesses will help improve public safety by supporting implementation of practices such as mask wearing, outdoor eating and delivery services.

Strategic Plan Alignment

Goal 3, Objective 3.2: Improve services available to underserved or vulnerable residents.

Present Situation

In June 2020, City Council allocated \$1,056,834 in 2020 CDBG and COVID-19 response funds ("CDBG-CV") for business assistance programs (\$666,257 in CDBG and \$390,577 in CDBG-CV funds). The funding is to be used for technical assistance and grants/loans to help businesses adapt to current economic conditions related to the pandemic. At Council's direction, up to

\$200,000 of the business assistance funds is to be used by the Vancouver's Downtown Association.

Awards made from small business allocation to date

The \$1,056,834 allocation for business assistance includes \$160,000 already awarded as follows:

- \$50,000 to MercyCorps NW for small business technical assistance to 25 businesses
- \$75,000 to Hispanic Metropolitan Chamber for small business technical assistance to 35 businesses
- \$35,000 to Vancouver's Downtown Association for technical assistance to 50 businesses to establish parklets and outdoor seating

Current funding recommendations for remainder of small business allocation

City staff completed an RFI process in July 2020 to award the remaining \$896,834 in CDBG/CDBG-CV funds. The City received 10 proposals that were prioritized by a committee of City staff and community development stakeholders. The CDBG/CDBG-CV funding recommendations are as follows (please see attached award list for additional details). The City's CDBG funds will also leverage approximately \$700,000 in funding from other sources for loans to serve additional businesses in Vancouver. Please note that the contracted amounts are subject to change based on negotiations with the agencies and final HUD guidelines for business assistance.

- \$165,000 to Vancouver's Downtown Association for technical assistance to 35 businesses, and a Downtown/Uptown marketing strategy benefiting approximately 250 businesses
- \$300,000 to MercyCorps NW for a **short-term business stabilization grant program**, providing grants of \$2,500 to approximately 86 businesses (limited to businesses with 1-5 employees with owner's income at/below 80% AMI). The City's funding will also leverage an estimated \$200,000 in SBA lending to serve additional businesses.
- \$431,834 to MESO (Microenterprise Services of Oregon) to provide technical assistance to an estimated 75 businesses and a **longer-term business stabilization loan program**. Loans of \$2,500 to \$10,000 will be provided to approximately 25-50 businesses (loans limited to businesses with 1-5 employees with owner's income up to 80% AMI). The City's funding will also leverage an estimated \$500,000 in SBA lending and other MESO loan products to serve additional businesses.
 - Includes \$25,000 to be subcontracted to Fourth Plain Forward for technical assistance targeted to Fourth Plain area

Technical assistance overview

The focus of technical assistance is helping existing businesses adapt to pandemic-related conditions, including developing/updating a business plan; obtaining licensing/permits needed for business adaptation; marketing and social media strategy; and access to loans and other sources of capital. Technical assistance may also include general business education related to finances and record keeping, taxes, labor regulations, legal requirements, etc. City staff will work with the providers to strategically deploy technical assistance resources, with the goal of serving small businesses throughout Vancouver and reaching underserved populations.

Contracting

HUD will be issuing further guidance of the use of the CDBG-CV and CDBG funds for business assistance; these guidelines will be added to the contracts. Contracting is expected to occur in August. City staff is developing the loan guidelines along with the application materials and will partner with the funded organizations on outreach efforts.

Advantage(s)

1. Fulfills stated purpose of special CDBG-CV funding allocation received from HUD under the Coronavirus Aid, Recovery, and Economic Security Act.
2. Responds to impacts of COVID-19 by providing technical assistance and direct grants/loans to small businesses in Vancouver.
3. Leverages approximately \$700,000 in funding from SBA and other sources for additional grants/loans to businesses.
4. Provides technical assistance to an estimated 110 businesses to help them adapt to current economic conditions and retain jobs (in addition to 110 businesses to be assisted under current contracts).
5. Provides grants/loans to an estimated 111-136 businesses to support operating and capital needs, plus access to SBA-funded loans through the agencies for a TBD number of businesses.
6. Results in VDA marketing campaign benefiting approximately 250 businesses.
7. Assistance to businesses will help improve public safety by supporting implementation of practices such as mask wearing, outdoor eating and delivery services.

Disadvantage(s)

None.

Budget Impact

None; CDBG and CDBG-CV resources included in current budget.

Prior Council Review

June 1, 2020 – Approved set-aside of small business assistance funding through 2020 CDBG/HOME Action Plan and CDBG-CV funding plan.

Action Requested

Adopt a resolution approving the additional 2020 CDBG and CDBG-CV awards totaling up to \$896,834 for small business assistance programs.

Peggy Sheehan, Community Development Programs Manager, 360-487-7952

ATTACHMENTS:

- ▣ Exhibit A - Business Assistance Awards
- ▣ Resolution - Business Assistance Awards

Exhibit A: 2020 CDBG and CDBG-CV Business Assistance Funding

Updated August 11, 2020

Agency	Project Components	CDBG Award Technical Assistance & Program Costs	CDBG Award Direct Grants/Loans to Businesses	Total CDBG Award	Leveraged Funds For Direct Grants/Loans	Target Population/Area	Estimated # Businesses Served
Current awards (approved through 2020 Action Plan process)							
Hispanic Metropolitan Chamber	•Technical assistance	\$75,000	-	\$75,000	-	Hispanic/Latino owned businesses citywide	Technical assistance: 35 businesses
MercyCorps NW	•Technical assistance	\$50,000	-	\$50,000	-	Businesses citywide with focus on women- and minority-owned businesses	Technical assistance: 25 businesses
Vancouver's Downtown Association	•Street Eats technical assistance (for parklets/outdoor seating)	\$35,000	-	\$35,000	\$25,000 For parklets	Businesses in downtown & uptown districts	Technical assistance: 50 businesses
Current awards subtotal				\$160,000			
Funding recommendations for 8/17/20 Council approval (RFI process)							
MercyCorps NW	SHORT-TERM BUSINESS STABILIZATION GRANT PROGRAM •Grants of \$2,500 •Grant processing •Access to SBA lending •Technical assistance through current contract (see above)	\$85,000	\$215,000	\$300,000	\$200,000 SBA lending	Grants available citywide to microenterprises (1-5 employees) with owner income up to 80% AMI	CDBG grants: 86 businesses Agency to serve additional businesses through its other loan products; # businesses will be reported
MESO	LONGER-TERM BUSINESS STABILIZATION LOAN PROGRAM •Technical assistance •Loans (partially forgivable) of \$2,500-\$10,000 •Access to SBA lending/other MESO loan products •Loan processing	\$169,000	\$237,834	\$406,834	\$500,000 Other loan products	Loans available citywide to microenterprises (1-5 employees) with owner income up to 80% AMI Technical assistance targeted to minority-owned businesses and owners with limited English proficiency	CDBG loans: 25-50 businesses Technical assistance: 75 businesses Agency to serve additional businesses through its other loan products; # businesses will be reported
MESO: Fourth Plain Forward subcontract	•Technical assistance Note: FPF also has City CDBG contract for 3 façade improvement projects (\$30,000 from 2019 funds); and FPF will receive an estimated \$25,000 from City for operating in 2020	\$25,000	-	\$25,000	-	Fourth Plain Corridor	(included with MESO above)
Vancouver's Downtown Association	•Technical assistance to Downtown/Uptown businesses with focus on business retention and cultivating consumer confidence during COVID-19 •Technical assistance to Downtown/Uptown businesses on website, e-commerce, social media and marketing improvements •Citywide marketing campaign to shop and dine safely in Downtown/Uptown Note: Will subcontract with website and marketing consulting firms	\$165,000	-	\$165,000	-	Businesses in Downtown & Uptown districts	Technical assistance: 35 businesses Marketing campaign: 250 businesses
Funding recommendations subtotal				\$896,834			
TOTAL Business Assistance Funding				\$1,056,834			Technical assistance: 220 businesses Grants/loans: 111-136 businesses with CDBG grants/loans, plus additional TBD # accessing other loan products through the agencies Downtown & Uptown marketing campaign: 250 businesses

2020 CDBG \$666,257
CDBG-CV \$390,577
TOTAL Funding Sources \$1,056,834

08/17/2020

RESOLUTION NO. _____

A RESOLUTION relating to the adoption of the City of Vancouver Community Development Block Grant funding awards for small business assistance programs; authorizing the City Manager to execute agreements on behalf of the City of Vancouver consistent with the CDBG and HOME Investment Partnerships Annual 2019 and 2020 Action Plans, providing for severability and an effective date.

WHEREAS, City Council recognizes the importance of providing timely assistance in response to the COVID-19 pandemic; and

WHEREAS, the City of Vancouver set aside Community Development Block Grant (CDBG) and CARES Act CDBG (CDBG-CV) funds from the U.S. Department of Housing and Urban Development (HUD) for business assistance programs that respond to the COVID-19 pandemic; and

WHEREAS, City Council awarded a portion of the business assistance funding to projects in June 2020; and

WHEREAS, up to \$896,834 in CDBG and CDBG funding is available to award to additional business assistance projects; and

WHEREAS, City staff completed an expedited Request for Information processes to select business assistance projects; and

WHEREAS, a committee has reviewed the business assistance projects and made funding recommendations; and

WHEREAS, the \$896,834 in CDBG and CDBG-CV funding set aside for business assistance projects is included in the 2019 and 2020 Action Plans; and

RESOLUTION - 1

WHEREAS, approval of the funding plan is required to receive and award HUD funding.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

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

Section 2. The business assistance project awards in the amount of up to \$846,834, attached as Exhibit A and incorporated by reference, are hereby approved and incorporated into the 2019 and 2020 Action Plans.

Section 3. Authorizing for the City Manager to execute agreements on behalf of the City of Vancouver consistent with the CDBG and HOME Investment Partnerships Annual 2019 and 2020 Action Plans.

Section 4. Severability. If any section, sentence, clause or phrase of this resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

Section 5. This resolution shall be effective immediately upon adoption.

RESOLUTION - 2

PASSED BY THE FOLLOWING VOTE:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Signed this ____ day of _____, 2020.

Anne McEnerny Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

RESOLUTION - 3

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:

\$ 6,056,740.93 this 17th day of August 2020.

MAYOR



AUDITING OFFICER

COUNCILMEMBER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
August 4 - August 10	Accounts Payable Checks (see attached)	\$ 3,240,990.03
August 4 - August 10	Hansen City Payments (see attached)	\$ 3,661.54
August 4 - August 10	Visa Refunds (see attached)	\$ 871.00
August 4 - August 10	Payroll Checks (see attached)	\$ 2,811,218.36
TOTAL		\$ 6,056,740.93

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Manual Wire	No Reference	8/4/2020	19,206.31	Bank Of America N.A. - Remit-To: Account Analysis	
Supplier Payment	Manual Wire	No Reference	8/6/2020	269.15	Government Revenue Solutions Holdings I LLC	
Supplier Payment	Manual Wire	No Reference	8/7/2020	404,965.33	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	8/7/2020	193,450.00	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	8/10/2020	362,706.35	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	8/10/2020	32,885.11	Gallagher Bassett Services Inc	
Supplier Payment	Manual Wire	No Reference	8/10/2020	75.00	HRA VEBA Plan	
Supplier Payment	Manual Wire	No Reference	8/10/2020	6,950.32	ICMA 401A	
Supplier Payment	Manual Wire	No Reference	8/10/2020	174,753.66	ICMA Corp	
Supplier Payment	Manual Wire	No Reference	8/10/2020	24,315.64	ING	
Supplier Payment	Manual Wire	No Reference	8/10/2020	444.50	Oregon SDU	
Supplier Payment	Manual Wire	No Reference	8/10/2020	65,759.38	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	8/10/2020	1,562.87	Vancouver Fire Command Officers	
Supplier Payment	Manual Wire	No Reference	8/10/2020	23,323.93	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	8/10/2020	7,225.92	VSP Vision Care Inc	
Supplier Payment	Manual Wire	No Reference	8/10/2020	18,288.00	Washington Dental Service	
Supplier Payment	Manual Wire	No Reference	8/10/2020	4,199.76	Washington SDU	
Supplier Payment	Manual Wire	No Reference	8/10/2020	17,500.00	Washington State Firefighters	
Supplier Payment	Manual Wire	No Reference	8/10/2020	16,750.90	Western States Health & Welfare Trust	
Expense Payment	Direct Deposit	EFT-00065337	8/6/2020	864.36	Jonathan Young	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00065338	8/6/2020	41.25	Mario Peoro	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00065339	8/6/2020	26.01	Tammy Agar	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00065340	8/6/2020	41.25	Brendan McMillan	Employee Reimbursement
Supplier Payment	EFT	EFT-00065341	8/6/2020	664.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00065342	8/6/2020	14,989.57	Second Step Housing	
Supplier Payment	EFT	EFT-00065343	8/6/2020	1,498.64	One Diversified LLC	
Supplier Payment	EFT	EFT-00065344	8/6/2020	3,593.98	Jeanette M. Bader	
Supplier Payment	EFT	EFT-00065345	8/6/2020	1,000.00	James E Lingeman	
Supplier Payment	EFT	EFT-00065346	8/6/2020	118,641.78	C & R Tractor & Landscape Supply	
Supplier Payment	EFT	EFT-00065347	8/6/2020	20,089.09	Lynn K Wittwer MD PC	
Supplier Payment	EFT	EFT-00065348	8/6/2020	9,938.94	Tapani Inc	
Supplier Payment	EFT	EFT-00065349	8/6/2020	1,500.00	JCI Jones Chemicals Inc	
Supplier Payment	EFT	EFT-00065350	8/6/2020	2,287.18	NW Collision Services	
Supplier Payment	EFT	EFT-00065351	8/6/2020	1,777.00	Rapid Response Bio Clean	
Supplier Payment	EFT	EFT-00065352	8/6/2020	4,773.93	Pacific Power Group LLC	
Supplier Payment	EFT	EFT-00065353	8/6/2020	8,573.67	Clark and Sons Excavating Inc	
Supplier Payment	EFT	EFT-00065354	8/6/2020	42,605.08	Vancouver Housing Authority	
Supplier Payment	EFT	EFT-00065355	8/6/2020	543,326.12	Rotschy Inc	
Supplier Payment	EFT	EFT-00065356	8/6/2020	9,657.50	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	EFT	EFT-00065357	8/6/2020	242,063.99	Halme Excavating Inc	
Supplier Payment	EFT	EFT-00067248	8/10/2020	12,472.55	Allegiance Benefit Plan Management Inc	
Supplier Payment	EFT	EFT-00067249	8/10/2020	68.12	Legal Shield	
Ad Hoc Payment	Check	15391	8/5/2020	370.00	ADULT FAMILY HOME COUNCIL	
Ad Hoc Payment	Check	15392	8/5/2020	25.42	Alexandru Geacu and Catalina Cretu	Utility Refunds: 0161007350-04
Ad Hoc Payment	Check	15393	8/5/2020	250.22	Amber Trimble	CMi-274240
Ad Hoc Payment	Check	15394	8/5/2020	153.15	Andy and Lara Chick	Utility Refunds: 0041010470-03
Ad Hoc Payment	Check	15395	8/5/2020	74.40	Batson,Larry	Utility Refunds: 0000004426-03

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Ad Hoc Payment	Check	15396	8/5/2020	35.29	BENAVENTE,THERESE	Utility Refunds: 0117012092-08
Ad Hoc Payment	Check	15397	8/5/2020	66.96	Benjamin and Deidra Meckel	Utility Refunds: 0046068692-02
Ad Hoc Payment	Check	15398	8/5/2020	84.49	BENJAMIN AND MARINA ZAGREAN	Utility Refunds: 0107004938-11
Ad Hoc Payment	Check	15399	8/5/2020	178.00	BETHANY PETTINGER	VOUCHER 2007898.030
Ad Hoc Payment	Check	15400	8/5/2020	1,008.00	Bozarth,Susan	Utility Refunds: 0500001551-02
Ad Hoc Payment	Check	15401	8/5/2020	205.00	BROOKE OWEN	VOUCHER 2007893.030
Ad Hoc Payment	Check	15402	8/5/2020	37.72	Bryan Berry and Darren Barbier	Utility Refunds: 0024007300-06
Ad Hoc Payment	Check	15403	8/5/2020	100.00	Chris Valterza	Utility Refunds: 0037013100-06
Ad Hoc Payment	Check	15404	8/5/2020	117.10	Compound Photonics	refund pkg permit COV08160
Ad Hoc Payment	Check	15405	8/5/2020	40.30	Cristian and Afrodita Asanachescu	Utility Refunds: 0058025138-12
Ad Hoc Payment	Check	15406	8/5/2020	118.02	DANIEL AND EMILY POWELL	Utility Refunds: 0089000930-03
Ad Hoc Payment	Check	15407	8/5/2020	101.13	Daniel Crane	refund pkg permit COV04833
Ad Hoc Payment	Check	15408	8/5/2020	43.51	DARYA KOPYLOVA, PERSONAL REP	Utility Refunds: 0088065500-09
Ad Hoc Payment	Check	15409	8/5/2020	154.50	DAVID AND CHRISTINE MOEHL	Utility Refunds: 0101021615-03
Ad Hoc Payment	Check	15410	8/5/2020	109.32	David and Scott Bush, Personal Reps	Utility Refunds: 0022012800-07
Ad Hoc Payment	Check	15411	8/5/2020	30.97	DECKER,GERALD	Utility Refunds: 0106000840-05
Ad Hoc Payment	Check	15412	8/5/2020	66.75	DEXTER AND CATHERINE LINDBERG	Utility Refunds: 0101000712-02
Ad Hoc Payment	Check	15413	8/5/2020	438.27	Disney,Brielle	Utility Refunds: 0000005546-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	15414	8/5/2020	27.26	Edith Michael	Utility Refunds: 0043052200-04
Ad Hoc Payment	Check	15415	8/5/2020	762.50	Ethan Ogdee	Beacher Training Reimbursement
Ad Hoc Payment	Check	15416	8/5/2020	202.86	Evergreen School District No 114	Utility Refunds: 0014067780-00
Ad Hoc Payment	Check	15417	8/5/2020	75.19	Farani N Lucero and Tunuk B Akimkanova	Utility Refunds: 0000006503-02
Ad Hoc Payment	Check	15418	8/5/2020	48.11	GARVER,PHILLIP	Utility Refunds: 0114008262-06
Ad Hoc Payment	Check	15419	8/5/2020	147.22	GEORGE KONZEK JR AND PEGGY KONZEK	Utility Refunds: 0087070015-04
Ad Hoc Payment	Check	15420	8/5/2020	117.00	GORDON,MARGARET	Utility Refunds: 0097064900-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	15421	8/5/2020	53.78	Heidi Hanson and Reginald Howell	Utility Refunds: 0000008815-02
Ad Hoc Payment	Check	15422	8/5/2020	177.41	Hollie and Brian Lane	Utility Refunds: 0044077901-01
Ad Hoc Payment	Check	15423	8/5/2020	114.46	Jerry and Betty Keefer	Utility Refunds: 0044001500-08
Ad Hoc Payment	Check	15424	8/5/2020	27.51	Jerry and Diane Dragoo	Utility Refunds: 0056008200-07
Ad Hoc Payment	Check	15425	8/5/2020	90.56	John R Kingston	refund pk permit COV09857
Ad Hoc Payment	Check	15426	8/5/2020	37.45	John Sharpe	Utility Refunds: 0007033403-10
Ad Hoc Payment	Check	15427	8/5/2020	178.00	JULIE FALARDEAU	VOUCHER 2007892.030
Ad Hoc Payment	Check	15428	8/5/2020	157.68	KOVAR,RANDAL	Utility Refunds: 0103009014-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	15429	8/5/2020	47.50	Kyle Ellerbe	Utility Refunds: 0000008320-02
Ad Hoc Payment	Check	15430	8/5/2020	72.64	La Chapelle,Charmaine	Utility Refunds: 0000002181-03
Ad Hoc Payment	Check	15431	8/5/2020	14.94	Linda Porter	Utility Refunds: 0054006066-18
Ad Hoc Payment	Check	15432	8/5/2020	83.25	LINDBERG,CATHERINE	Utility Refunds: 0101000712-02
Ad Hoc Payment	Check	15433	8/5/2020	43.29	Mark and Ariana Evans	Utility Refunds: 0017038100-09
Ad Hoc Payment	Check	15434	8/5/2020	695.24	Mark Mooney	200630
Ad Hoc Payment	Check	15435	8/5/2020	153.42	MCALLISTER,DANIEL	Utility Refunds: 0088064299-03
Ad Hoc Payment	Check	15436	8/5/2020	97.65	MELISSA NOLL AND GEORGE SMITH JR	Utility Refunds: 0091060800-14
Ad Hoc Payment	Check	15437	8/5/2020	40.00	Michael Damian	refund pkg citation 0100498
Ad Hoc Payment	Check	15438	8/5/2020	145.78	Michelle Brooks	Utility Refunds: 0061031110-01
Ad Hoc Payment	Check	15439	8/5/2020	237.68	MILLY YUSHU RAO	Utility Refunds: 0107005042-14
Ad Hoc Payment	Check	15440	8/5/2020	66.69	Nathaniel Faith	Utility Refunds: 0019045000-01
Ad Hoc Payment	Check	15441	8/5/2020	93.52	NICKEL,ADAM	Utility Refunds: 0087046600-16
Ad Hoc Payment	Check	15442	8/5/2020	685.00	OLIVIA WEESNER	VOUCHER 2007890.030
Ad Hoc Payment	Check	15443	8/5/2020	102.60	Pamela Senegal	Utility Refunds: 0114008598-11
Ad Hoc Payment	Check	15444	8/5/2020	70.98	POWELL,DANIEL	Utility Refunds: 0089000930-03

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Ad Hoc Payment	Check	15445	8/5/2020	226.84	Raasch,Michael	Utility Refunds: 0087049514-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	15446	8/5/2020	250.00	Rosario Tate	Utility Refunds: 0161008240-01
Ad Hoc Payment	Check	15447	8/5/2020	50.00	Rose Donahue Burns	Utility Refunds: 0085044402-04
Ad Hoc Payment	Check	15448	8/5/2020	441.62	Roy and Evelyn Woodhurst	Utility Refunds: 0015000305-04
Ad Hoc Payment	Check	15449	8/5/2020	40.56	Sandra Driggers	Utility Refunds: 0049019300-03
Ad Hoc Payment	Check	15450	8/5/2020	179.00	SARAFINCHAN,NATALY	Utility Refunds: 0079078973-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	15451	8/5/2020	707.60	Scott Mcalpine	Utility Refunds: 0080091800-13
Ad Hoc Payment	Check	15452	8/5/2020	325.45	Scott Mcalpine	Utility Refunds: 0080091800-13
Ad Hoc Payment	Check	15453	8/5/2020	29.60	Sickels,William	Utility Refunds: 0048054300-10
Ad Hoc Payment	Check	15454	8/5/2020	267.00	SPH Property Two LLC	Utility Refunds: 0037039800-05
Ad Hoc Payment	Check	15455	8/5/2020	165.95	Steven Syverson	Utility Refunds: 0030035500-02
Ad Hoc Payment	Check	15456	8/5/2020	102.60	Summerfield Homes LLC	Utility Refunds: 0114008598-11
Ad Hoc Payment	Check	15457	8/5/2020	87.06	Summerwood Owners Group	Utility Refunds: 0054006066-18
Ad Hoc Payment	Check	15458	8/5/2020	75.00	SW WASHINGTON JAMBOREE 1019	VOUCHER 2007889.030
Ad Hoc Payment	Check	15459	8/5/2020	75.00	TAYLOR ADRIAN	VOUCHER 2007896.030
Ad Hoc Payment	Check	15460	8/5/2020	249.14	The Deborah Lee Tymer Estate	Utility Refunds: 0025033500-01
Ad Hoc Payment	Check	15461	8/5/2020	30.68	The Estate of Vance A Bush	Utility Refunds: 0022012800-07
Ad Hoc Payment	Check	15462	8/5/2020	411.09	The Management Group MF	Utility Refunds: 0013030630-04
Ad Hoc Payment	Check	15463	8/5/2020	94.17	Thomas Daugherty and Miranda Chiu	Utility Refunds: 0000006065-03
Ad Hoc Payment	Check	15464	8/5/2020	345.58	Thomas Lindsley	Utility Refunds: 0030037100-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	15465	8/5/2020	37.98	Trang Nguyen	Utility Refunds: 0000006079-03
Ad Hoc Payment	Check	15466	8/5/2020	43.77	Tresner,Florence	Utility Refunds: 0000001944-04
Ad Hoc Payment	Check	15467	8/5/2020	75.27	Victoria and Jacob Prewitt	Utility Refunds: 0010081000-11
Ad Hoc Payment	Check	15468	8/5/2020	69.44	Virginia Wood	refund pkf permit COV09803
Ad Hoc Payment	Check	15469	8/5/2020	68.75	Washington Trails Assn	Voucher 2000368-082
Ad Hoc Payment	Check	15470	8/5/2020	286.00	XI RAO AND LI ZHANG	Utility Refunds: 0107005042-14
Ad Hoc Payment	Check	15471	8/5/2020	228.56	Yelena Nikolaychuk	Utility Refunds: 0061034100-05
Ad Hoc Payment	Check	15472	8/5/2020	222.00	Yuriko Y and James Botsford	Utility Refunds: 0115001310-06
Ad Hoc Payment	Check	15473	8/5/2020	147.51	ZAGREAN,BENJAMIN	Utility Refunds: 0107004938-11
Ad Hoc Payment	Check	15474	8/5/2020	74.10	Zoila and Dustin Hoffman	Utility Refunds: 0000007231-02
Supplier Payment	Check	15475	8/5/2020	3,253.02	Abatement Services Inc. - Remit-To: ASI - Beavercreek	
Supplier Payment	Check	15476	8/5/2020	247.00	Accurate Corporate Services Inc	
Supplier Payment	Check	15477	8/5/2020	6,007.50	Action Onsite Inc	
Supplier Payment	Check	15478	8/5/2020	24,867.88	Action Technology Systems	
Supplier Payment	Check	15479	8/5/2020	416.54	A-Line Asphalt Maintenance Inc	
Supplier Payment	Check	15480	8/5/2020	8,000.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	15481	8/5/2020	2,298.08	Apex Hydrovac Tools LLC	
Supplier Payment	Check	15482	8/5/2020	172.01	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	15483	8/5/2020	4,680.44	Arborscape Ltd Inc	
Supplier Payment	Check	15484	8/5/2020	86.92	AT & T Mobility II LLC	
Supplier Payment	Check	15485	8/5/2020	5,424.09	Bacon Collision	
Supplier Payment	Check	15486	8/5/2020	800.00	BNSF Railway Company	
Supplier Payment	Check	15487	8/5/2020	3,343.00	BSK Associates - Remit-To: Supplier BSK Associates	
Supplier Payment	Check	15488	8/5/2020	2,492.91	Cadman Materials - Remit-To: Cadman - Chicago	
Supplier Payment	Check	15489	8/5/2020	269.06	CECO Inc	
Supplier Payment	Check	15490	8/5/2020	890.45	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	15491	8/5/2020	341.75	City of Vancouver - Remit-To: COV - Vehicle Reg	

INVOICE PAYMENTS REPORT

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Supplier Payment	Check	15492	8/5/2020	1,463.40	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	15493	8/5/2020	1,822.65	Clark Public Utility District No. 1	
Supplier Payment	Check	15494	8/5/2020	1,331.01	Columbia West Engineering	
Supplier Payment	Check	15495	8/5/2020	108.27	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	15496	8/5/2020	193.27	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	15497	8/5/2020	151.10	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	15498	8/5/2020	288.26	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	15499	8/5/2020	1,170.00	Comcast Holdings Corporation - Remit-To: Comcast Holding Corporation - Boston	
Supplier Payment	Check	15500	8/5/2020	3,519.50	Comcast Holdings Corporation - Remit-To: Comcast Holding Corporation - Boston	
Supplier Payment	Check	15501	8/5/2020	1,170.00	Comcast Holdings Corporation - Remit-To: Comcast Holding Corporation - Boston	
Supplier Payment	Check	15502	8/5/2020	3,508.25	Comcast Holdings Corporation - Remit-To: Comcast Holding Corporation - Boston	
Supplier Payment	Check	15503	8/5/2020	16,687.48	Comcast Holdings Corporation - Remit-To: Comcast Holdings Corporation - Philadelphia	
Supplier Payment	Check	15504	8/5/2020	8,261.21	Copiers Northwest	
Supplier Payment	Check	15505	8/5/2020	325.20	Craig and Julie Pfeifer	
Supplier Payment	Check	15506	8/5/2020	379.40	Distinctive Landscape LLC	
Supplier Payment	Check	15507	8/5/2020	5,561.81	Eagle Newspaper Inc	
Supplier Payment	Check	15508	8/5/2020	56.35	Experian Marketing Solutions - Remit-To: Experian - Los Angeles	
Supplier Payment	Check	15509	8/5/2020	22,266.39	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	15510	8/5/2020	17,436.25	Geographic Technologies Group	
Supplier Payment	Check	15511	8/5/2020	793.43	Gray & Osborne Inc	
Supplier Payment	Check	15512	8/5/2020	6,548.46	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	15513	8/5/2020	3,263.11	H D Fowler Company Inc	
Supplier Payment	Check	15514	8/5/2020	8,275.00	Holt Services Inc	
Supplier Payment	Check	15515	8/5/2020	70,853.55	Jacobs Engineering Group Inc	
Supplier Payment	Check	15516	8/5/2020	1,626.00	Jamestown Networks	
Supplier Payment	Check	15517	8/5/2020	3,480.00	Kearns & West Inc	
Supplier Payment	Check	15518	8/5/2020	4,525.48	Key Code Media, Inc	
Supplier Payment	Check	15519	8/5/2020	5,427.47	Kittelton & Associates Inc	
Supplier Payment	Check	15520	8/5/2020	27,475.28	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	15521	8/5/2020	284,251.25	Magnum Power LLC	
Supplier Payment	Check	15522	8/5/2020	298.10	Mark IV Enterprises Inc	
Supplier Payment	Check	15523	8/5/2020	1,000.00	Message Gears LLC	
Supplier Payment	Check	15524	8/5/2020	943.00	Northwest Cascade Inc	
Supplier Payment	Check	15525	8/5/2020	1,852.17	One Call Concepts Inc	
Supplier Payment	Check	15526	8/5/2020	4,975.56	Parkeon	
Supplier Payment	Check	15527	8/5/2020	4,987.68	PBS Engineering and Environmental Inc	
Supplier Payment	Check	15528	8/5/2020	3,358.96	Physio-Control Inc - Remit-To: Stryker Medical	
Supplier Payment	Check	15529	8/5/2020	5,975.55	Poppulo Inc	
Supplier Payment	Check	15530	8/5/2020	2,084.55	Portland Mechanical Construction LLC	
Supplier Payment	Check	15531	8/5/2020	15,862.75	PPC Solutions Inc	
Supplier Payment	Check	15532	8/5/2020	7,399.09	Precision Concrete Cutting Inc - Remit-To: Supplier Precision Concrete Cutting Inc	
Supplier Payment	Check	15533	8/5/2020	746.64	Qwest Corp - Remit-To: Qwest CABS - Monroe	

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Supplier Payment	Check	15534	8/5/2020	33,265.79	SDB Contracting Services	
Supplier Payment	Check	15535	8/5/2020	7,888.50	Sequence Graphics LLC	
Supplier Payment	Check	15536	8/5/2020	13.53	Shred It USA LLC	
Supplier Payment	Check	15537	8/5/2020	3,913.58	Shrums Pest Control	
Supplier Payment	Check	15538	8/5/2020	2,301.21	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	15539	8/5/2020	11,812.70	Southwest Clean Air Agency	
Supplier Payment	Check	15540	8/5/2020	652.57	Speed's Towing of Vancouver	
Supplier Payment	Check	15541	8/5/2020	660.57	Triple J Enterprises	
Supplier Payment	Check	15542	8/5/2020	266.98	US Bank National Association - Remit-To: Voyager Fleet Systems Inc	
Supplier Payment	Check	15543	8/5/2020	2,349.08	Vancouvercenter Condominium Association	
Supplier Payment	Check	15544	8/5/2020	229.00	Vast Data Concepts	
Supplier Payment	Check	15545	8/5/2020	891.57	Walter E Nelson Company	
Supplier Payment	Check	15546	8/5/2020	10,690.00	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	15547	8/5/2020	3,433.00	W Todd Pascoe	
Supplier Payment	Check	15548	8/5/2020	200.50	Clark County	
Supplier Payment	Check	15549	8/5/2020	53.30	Aflac	
Supplier Payment	Check	15550	8/5/2020	34,863.01	Life Insurance Company of North America	
Supplier Payment	Check	15551	8/5/2020	6,288.17	Qwest Corp - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	15552	8/5/2020	318.11	United Parcel Service	
Supplier Payment	Check	15553	8/5/2020	500.00	United States Postal Service - Remit-To: United States Postal Service Caples	
Supplier Payment	Check	15554	8/5/2020	6,641.14	Williams Kastner & Gibbs PLLC - Remit-To: Williams Kastner - Seattle	
Supplier Payment	Check	15555	8/5/2020	40.69	Ziply Fiber	
Supplier Payment	Check	15556	8/5/2020	61.25	City of Vancouver - Remit-To: COV - Vehicle Reg	
Supplier Payment	Check	15557	8/10/2020	8,680.15	Aflac	
Supplier Payment	Check	15558	8/10/2020	5,199.33	AFSCME Local #307	
Supplier Payment	Check	15559	8/10/2020	1,150.00	Chapter 13 - Trustee	
Supplier Payment	Check	15560	8/10/2020	22,790.76	IAFF Local #452	
Supplier Payment	Check	15561	8/10/2020	682.50	IAM Local #1374	
Supplier Payment	Check	15562	8/10/2020	8,566.94	Life Insurance Company of North America	
Supplier Payment	Check	15563	8/10/2020	575.00	MFS Service Center Inc	
Supplier Payment	Check	15564	8/10/2020	4,091.65	OPEIU Local #11	
Supplier Payment	Check	15565	8/10/2020	576.00	Teamsters Local #58	
Supplier Payment	Check	15566	8/10/2020	332.50	UA Local #290	
Supplier Payment	Check	15567	8/10/2020	886.97	United Way of the Columbia Willamette	
Supplier Payment	Check	15568	8/10/2020	824.45	Vancouver Command Guild	
Supplier Payment	Check	15569	8/10/2020	11,214.05	Vancouver Police Officer Guild	
Supplier Payment	Check	15570	8/10/2020	2,340.00	Western Conference of Teamsters	
Supplier Payment	Check	15571	8/10/2020	1,242.80	Western Metal Industry Pension Plan	
			SUBTOTAL	3,240,990.03		
Hansen			8/10/2020	3,661.54	City Payments	Posted 08-04-20 to 08-10-20
			SUBTOTAL	3,661.54		
Visa			7/6/2020	200.00	Miscellaneous	Parks Class Refunds - FCC 08-04-20 to 08-10-20
Visa			7/6/2020	671.00	Miscellaneous	Parks Class Refunds - MCC 08-04-20 to 08-10-20

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Visa			7/7/2020	0.00	Miscellaneous	Parks Class Refunds - Special Events 08-04-20 to 08-10-20
Visa			7/7/2020	0.00	Miscellaneous	Parks Class Refunds - WREC 08-04-20 to 08-10-20
			SUBTOTAL	871.00		
			TOTAL	3,245,522.57		

City of Vancouver
Payroll Council Report
August 4, 2020 - August 10, 2020

Check No.	Date	Explanation	Amount
2682-2685	8/10/2020	15 2020 Payroll	\$ 9,509.63
65794-67247	8/10/2020	15 2020 Direct Deposits	\$ 2,801,708.73

\$ 2,811,218.36



Staff Report 098-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 8/17/2020

SUBJECT Adoption of the Heights District Plan and associated Comprehensive Plan amendments

Key Points

- The Heights District is a 205-acre center located in central Vancouver, surrounded by eight recognized neighborhood associations and including major east-west and north-south arterial streets.
- In 2017, the City of Vancouver purchased a 12-acre parcel that is the site of the former Tower Mall with the intent of playing a leadership role in assuring vision-driven transformative redevelopment of a commercial area located in the center of the City that has generally been in decline for decades. This property is in addition to real estate adjacent to the Tower Mall that has long been in City ownership.
- The City initiated a subarea planning process for the Heights District, which includes a conceptual redevelopment plan for the 63-acre Tower Mall Redevelopment Area.
- The planning process for the Heights District Subarea Plan started in April of 2018, and has included significant public engagement with area residents and community stakeholders, including: a 20-member Community Advisory Committee (CAC); a Leadership Summit event that was attended by members of the City Council, Planning Commission, Community Advisory Committee and other community members; three large community open houses with corresponding online/virtual open houses; more than 25 presentations at neighborhood association meetings throughout the process; numerous presentations and meetings with faith institutions, service providers and community based organizations throughout the process; a series of four drop-in coffee talks in the District for one-on-one communication with individuals and small groups of stakeholders; multiple presentations to school student and parent groups, including direct engagement with McLoughlin Middle School Leadership students, who gathered input from their parents, friends and neighbors through a survey that they helped to develop; dozens of individual and small group meetings with a variety of community members, neighborhood residents and other stakeholders throughout the planning process; and regular communication via the project webpage and email list, and

through the Office of Neighborhoods, various newsletters and social media platforms.

- In November 2019, a public comment draft of the Heights District Plan was released for public review and feedback, and additional changes were incorporated into the Plan in response to comments received.
- On January 22, 2020, an updated version of the Heights District Plan was released, along with a Draft Environmental Impact Statement (EIS) in support of the Plan, with a 30-day public comment period. In response to community feedback, the public comment period for the Heights Draft EIS was extended from the required 30 days to 120 days, from January 22, 2020, to May 22, 2020.
- On February 11, 2020, the Planning Commission held a public hearing on the Heights District Plan and unanimously recommended adoption of the Plan to City Council.
- On July 10, 2020, a Planned Action Final Environmental Impact Statement for the Heights District Plan was released, addressing all substantive comments received through the Draft EIS public comment period.
- The Planning Commission and City Council received regular updates on the Plan throughout the process, including 25 workshops related to the District Plan and Tower Mall Development Moratorium. All of these presentations were open to the public and materials have been posted on the Heights project website.
- Multiple changes have been made to the Plan in response to public comment, specifically around the density of housing/number of units, street improvements to address safety and congestion, diversion traffic in surrounding neighborhoods, accessibility for people with disabilities, preventing displacement of low-income residents and communities of color, retaining local businesses, sustainability strategies for the overall District, and removal of church properties within the District from the area recommended for rezoning as part of the first phase of implementation of the Plan.
- In addition, based on direction from Council at a workshop on August 3, 2020, and in response to community feedback, new policy language was added to the Plan calling for a tiered parking approach using the sub-districts framework, including higher minimum parking standards for properties on the edge of the district that directly abut existing single-family development, and allowing for reduced parking standards in areas that do not abut single-family development when they incorporate transportation demand management strategies into individual developments. New policy language was also added to the Plan related to pursuing agreements with the school district to utilize nearby surface lots for event parking when they are not needed for school-related activities, and identifying options for additional on-street parking on arterial streets within the District where possible to ensure a robust on-street network.
- The Heights District Plan articulates a vision for the Heights District and Tower Mall Redevelopment Area that will guide growth and development in the subarea over an estimated 20-year build out period. This vision incorporates community engagement and feedback received throughout the planning process, and provides a holistic strategy for implementation of the Plan policies over time. It includes recommendations related to future

redevelopment and land uses; urban design; equity, jobs, and housing; access and circulation and mobility improvements; public realm and open space; and environmental sustainability. It also includes recommendations specific to the Tower Mall Redevelopment Area, including: a recommended redevelopment program for the area, the Grand Loop as the central organizing urban design principal; a sub-district approach to create distinct areas that have a unique identity and are compatible with existing nearby uses; public parks and open spaces; the internal transportation and street network; and a parking strategy.

Objective: Implement the Comprehensive Plan by adopting a subarea plan and associated Comprehensive Plan amendments to establish a vibrant, connected neighborhood center that seeks to promote community health, wellness, and a shared identity of the Heights District Plan area.

Strategic Plan Alignment

Goal 6: Facilitate the creation of neighborhoods where residents can walk or bike to essential amenities and services "20-minute neighborhoods."

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

Present Situation

The general Heights area has been identified since 2011 by the Vancouver Comprehensive Plan as a future urban center that is envisioned to accommodate development as the City grows. Centers are areas where existing services and infrastructure support new development, and allow for the creation of 20-minute neighborhoods, where proximity to amenities and transportation options increase livability and convenience and promote community identity.

In June 2017 the City of Vancouver purchased the Tower Mall property with the intention of facilitating redevelopment and catalyzing private investment in an underserved area, now called the Heights District. The boundary of the Heights District generally follows Mill Plain Boulevard on the north, MacArthur Boulevard on the south and west, and Andresen Road on the east, but also includes some properties just outside these boundaries (See Exhibit A). The 205-acre District includes a mix of City-owned properties (a water facility, fire station, Park Hill Cemetery and former Tower Mall building), commercial/retail uses, social and healthcare service providers, three schools, churches, and a housing complex owned by Vancouver Housing Authority. Within the District, the 63-acre Tower Mall Redevelopment Area was identified as the area where most redevelopment will occur in the future. In order to ensure that any new development aligned with the vision being established by the Plan, a temporary development moratorium was enacted by City Council for the Tower Mall Redevelopment Area, and renewed at six-month intervals throughout the planning process.

The Heights District Plan establishes a vision and policy direction for the 205-acre Heights District, as well as a redevelopment plan and specific development program for the 63-acre Tower Mall Redevelopment Area. The Plan envisions a vibrant urban neighborhood center and provides a framework to leverage short- and long-term sustainable economic development initiatives; integrate income-based and market rate housing; catalyze private investment; include accessible public open spaces; utilize innovative urban design and sustainable development

strategies; provide for the creative and functional integration of public transit; and optimize multimodal connections within the District and surrounding areas. The planning process occurred over the course of more than two years, and included a robust public outreach and engagement process that utilized a variety of methods designed to engage a diverse group of stakeholders and the broader community, including communities that are typically under-represented in planning processes.

To meet these objectives, the Plan identifies phased implementation strategies, including a new Heights-specific mixed-use zone and design guidelines as part of the first phase of implementation. Adoption of the Plan would trigger text changes to the Comprehensive Plan, as it is adopted as a component, which can be viewed in Attachments to this staff report. No zoning code changes would be implemented as part of adoption.

Advantage(s)

1. Implements the Comprehensive Plan and Strategic Plan goals of providing enhanced housing and employment opportunities in well-designed, livable, mixed-density, mixed-use centers and corridors, and incorporating sustainability strategies in these areas.
2. Facilitates creation of a 20-minute neighborhood where residents can walk, bike, roll or use transit to access essential amenities, services, and employment opportunities.
3. Establishes the District Gateway sub-district and character area that will be supported by design guidelines to ensure development is sensitive to and compatible with the adjacent neighborhoods.
4. Facilitates cohesive redevelopment in alignment with a community vision, and ensures that all future investments in buildings, transportation and utility infrastructure, parks and public space, and community development initiatives are coordinated in order to collectively implement this vision.
5. Leverages additional public investments currently being made in the Plan area, including the forthcoming Mill Plain Bus Rapid Transit (BRT) high-capacity transit line, redevelopment of three existing schools in the area, and recent investment in Skyline Crest that has resulted in new facilities providing community services and resources.

Disadvantage(s)

Implementation of the Plan recommendations over time will result in changes to existing development patterns in the area, and have impacts on existing residential neighborhoods that are adjacent to the District, although strategies will be implemented to minimize such impacts.

Budget Impact

Adoption of the Heights District Plan and Tower Mall Redevelopment Area Plan would result in order-of-magnitude infrastructure costs between \$60-65 million, but would help generate total estimated revenues of \$138 million over a 25-year period for the City, and regional and state entities.

Prior Council Review

- City Council involvement in the process has occurred since the Tower Mall development moratorium was enacted on July 17, 2017. Since then, Council has extended the

moratorium at public hearings on November 13, 2017; May 14, 2018; November 5, 2018; April 15, 2019; October 7, 2019; and March 16, 2020.

- City Council has reviewed the Heights District Plan throughout the process at workshops on July 2, 2018; October 22, 2018; February 4, 2019; June 10, 2019; November 18, 2019; March 2, 2020; July 13, 2020; July 20, 2020; July 27, 2020; and August 3, 2020.

Action Requested

On Monday, August 17, 2020, subject to second reading and public hearing, approve the ordinance.

Rebecca Kennedy, Long Range Planning Manager, 487-7896

ATTACHMENTS:

- ▢ Ordinance
- ▢ Exhibit A - Heights District Map
- ▢ Exhibit B - Heights District Plan (August 2020)
- ▢ Exhibit C - Heights District Plan Appendices (August 2020)
- ▢ Exhibit D - Heights District Planned Action Final Environmental Impact Statement
- ▢ Exhibit E - Comprehensive Plan Fig. 1-2 Centers and Corridors
- ▢ February 11, 2020 Planning Commission Heights District Plan Public Hearing Staff Report

8/10/20
8/17/20

ORDINANCE NO. _____

AN ORDINANCE of the City of Vancouver, Washington relating to comprehensive planning under Chapter 37.70A, adopting the Heights District Subarea Plan; providing a vision and policies for the Heights District; providing for the future redevelopment of the Tower Mall Redevelopment Area in a manner which is consistent with the Comprehensive Plan and community vision; amending the Comprehensive Plan to incorporate the Heights District Plan as a component of the Vancouver Comprehensive Plan as identified below; and providing for an effective date.

WHEREAS, in 2011 the City of Vancouver has adopted a Comprehensive Plan for the Vancouver Urban Growth Area under the provisions of Chapter 36.70A RCW; and

WHEREAS, the Comprehensive Plan provides for adoption of a subarea plan for the geographic area located within the urban growth boundary commonly known as the Heights District; and

WHEREAS, the City of Vancouver has developed the Heights District Subarea Plan for an area of Central Vancouver known as the Heights District to guide future development via a vision, policies, phased implementation strategies, and direct City participation; and

WHEREAS, the Subarea Plan was developed with the input of the citizen-based Community Advisory Committee and the community at large; and

WHEREAS, the Subarea Plan is consistent with the policies of the Comprehensive Plan and contains a proposed concept plan and specific development program for the Tower Mall Redevelopment Area, as required in Chapter 36.70A RCW; and

ORDINANCE - 1

WHEREAS the Heights District Subarea Plan provides for the future redevelopment of the Tower Mall Redevelopment Area in a manner consistent with the Comprehensive Plan and community vision; and

WHEREAS, the Community & Economic Development Department has conducted a thorough review of the development anticipated within the Heights District Subarea Plan and prepared an Environmental Impact Statement (EIS) under the State Environmental Policy Act (SEPA), Chapter 43.212C RCW, which adequately considered the environmental impacts of the anticipated development of the Heights District consistent with the Subarea Plan, and provides for mitigation measures and other conditions to ensure that such future development will not create a significant adverse environmental impact; and

WHEREAS, the Vancouver Planning Commission held two duly advertised work sessions on October 22, 2019 and December 10, 2019, and a duly advertised public hearing on February 11, 2020 to consider the above referenced Subarea Plan and associated Comprehensive Plan amendments; and did take public testimony; and did close public testimony on February 11, 2020, and by a unanimous vote recommended approval of the Subarea Plan; and

WHEREAS, during and following the Planning Commission public hearing city staff received a large number of public comment in opposition to the proposed rezone recommendations to a future Heights-specific mixed-use (HX) zone of specifically church parcels within the District boundary; and

WHEREAS, the City Council held a duly advertised work session on March 2, 2020 where upon city staff informed the City Council of the neighborhood opposition to the proposed rezone recommendations to a future HX zone; and

ORDINANCE - 2

WHEREAS, the City Council directed city staff to withdraw the church parcels from the proposed rezone recommendations to a future HX zone in the Subarea Plan; and

WHEREAS, the City Council held a duly advertised work session on August 3, 2020, where city staff recommended updating the parking policies in the Plan, including: policy direction to utilize a tiered approach to parking minimums, including higher minimum parking standards for properties on the edge of the district that directly abut existing single family development, and allowing for reduced parking standards in areas that do not abut single family development when they incorporate transportation demand management strategies into individual developments; pursuing agreements with the school district to utilize nearby surface lots for event parking when they are not needed for school-related activities; identifying options for additional on-street parking on arterial streets within the District where possible to ensure a robust on-street network; and

WHEREAS, based on Council direction, new language articulating the above policy recommendations were incorporated into the Heights District Plan; and

WHEREAS, the creation of specific development standards for the Subarea through the new Heights Mixed Use (HX) zoning district and associated design guidelines will occur in a forthcoming phase of the process, and will involve additional review by the Planning Commission and City Council through workshops and public hearings, and provide additional opportunities for the public to provide comment on the new standards; and

WHEREAS, the City Council held a duly advertised first reading of this ordinance on August 10, 2020 followed by a duly advertised second reading and public hearing of this

ORDINANCE - 3

ordinance on August 17, 2020 to consider the Planning Commission recommendations of approval and public testimony; and

WHEREAS, after taking testimony and reviewing the Planning Commission record the City Council did APPROVE the adoption of the Heights District Subarea Plan and associated Comprehensive Plan amendments; and

WHEREAS, the City Council of the City of Vancouver adopts this Ordinance as set forth below and shall be known as the Heights District Plan Ordinance of 2020.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Purpose

The City Council declares that the purpose of this Heights District Subarea Plan Ordinance is to:

1. Declare, as part of the Comprehensive Plan, a vision for the development of this Heights District Subarea, and the build out of the Tower Mall Redevelopment Area.
2. Set forth policies and guidelines for development and improvements within this subarea.
3. Serve as an element of the Comprehensive Plan, as provided for in Chapter 36.70A RCW.

Section 2. Findings.

City Council makes the following legislative findings:

A. Subarea Plan

1. A subarea plan has been prepared under the provisions of the Growth Management Act, Chapter 36.70A RCW, for the geographic area located within the Vancouver Urban Growth Area commonly known as the Heights District Subarea Plan.

2. The Heights District Subarea Plan (hereafter “Subarea Plan”) is consistent with the Vancouver Comprehensive Plan adopted November 2011 and provides for the planned build out of the Subarea Plan over a twenty year planning period.

3. A Final Environmental Impact Statement (hereafter “FEIS”) has been prepared pursuant to Chapter 43.21C RCW in conjunction with the adoption of the Subarea Plan.

4. The Subarea Plan and FEIS have addressed all significant environmental impacts associated with the recommendations and polices included in the Subarea Plan.

Section 3. Amendments

A. Comprehensive Plan Amendments.

1. Amend Chapter 1 to add the Heights District Plan to the listing of completed subareas as follows:

Completed subarea plans include:

- Vancouver Central City Vision Plan (2007),
- Fourth Plain Corridor Subarea Plan (2007),
- Central Park Plan Update (2008),
- Lower Grand Employment Area Subarea Plan (2008),
- Riverview Gateway Subarea Plan (2009),
- Section 30 Urban Employment Center Subarea Plan (2009),
- Fruit Valley Subarea Plan (2010), ~~and the~~

- 112th Avenue Subarea Plan (2011), and the
- Heights District Plan (2020).

2. Amend Comprehensive Plan Figure 1-2 Centers and Corridors map to relabel the MacArthur/Mill Plain center as The Heights District and illustrate with a check to indicate that a subarea plan has been completed for this area (see Exhibit E).

3. Amend Appendix E, Other Plans and Documents Adopted by Reference, Section II Additional Plans, to include the Heights District Plan 2020 as follows:

II. Additional Plans

- Vancouver Consolidated Housing & Community Development Plan 2009-2014
- 2004 Vancouver Walking and Bicycle Master Plan – Path & Trails Element (Central City Loop Trail amended 2009)
- Esther Short Subarea Plan 1998
- Fourth Plain Corridor Subarea Plan 2007
- Vancouver City Center Vision Plan 2007, Amended 2009
- Central Park Plan 2008
- Lower Grand Employment Area Subarea Plan 2008
- Riverview Gateway Subarea Plan 2009
- Shoreline Management Master Program, 1997, 2007
- Urban Forestry Management Plan 2007
- Section 30 Urban Employment Center Subarea Plan 2009
- Creating a more Sustainable Vancouver Plan, 2009
- 1990 Clark County Open Space Plan

ORDINANCE - 6

- Vancouver Commute Trip Reduction Plan, July 2007
- Downtown Vancouver Growth and Transportation Efficiency Center Plan, September 2007
- Heights District Plan, 2020.

Section 4. Severability.

Should any section, subsection, paragraph, sentence, clause, or phrase of this ordinance or its application to any person or situation be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to any other person or situation.

Section 5. Effective Date.

The Heights District Plan Ordinance shall take effect 30 days following passage and publication.

Read first time: August 10, 2020

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read second time: August 17, 2020

PASSED BY THE FOLLOWING VOTE:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

ORDINANCE - 7

SIGNED this _____ day of _____, 2020.

Anne, McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

EXHIBITS:

- A. Heights District map
- B. Heights District Plan
- C. Heights District Plan Appendices
- D. Heights District Planned Action Final Environmental Impact Statement
- E. Comprehensive Plan Figure 1-2 Centers and Corridors

ORDINANCE - 8

SUMMARY

ORDINANCE NO. M-_____

AN ORDINANCE of the City of Vancouver, Washington relating to comprehensive planning under Chapter 37.70A, adopting the Heights District Subarea Plan; providing a vision and policies for the Heights District; providing for the future redevelopment of the Tower Mall Redevelopment Area in a manner which is consistent with the Comprehensive Plan and community vision; amending the Comprehensive Plan to incorporate the Heights District Plan as a component of the Vancouver Comprehensive Plan as identified below; and providing for an effective date.

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

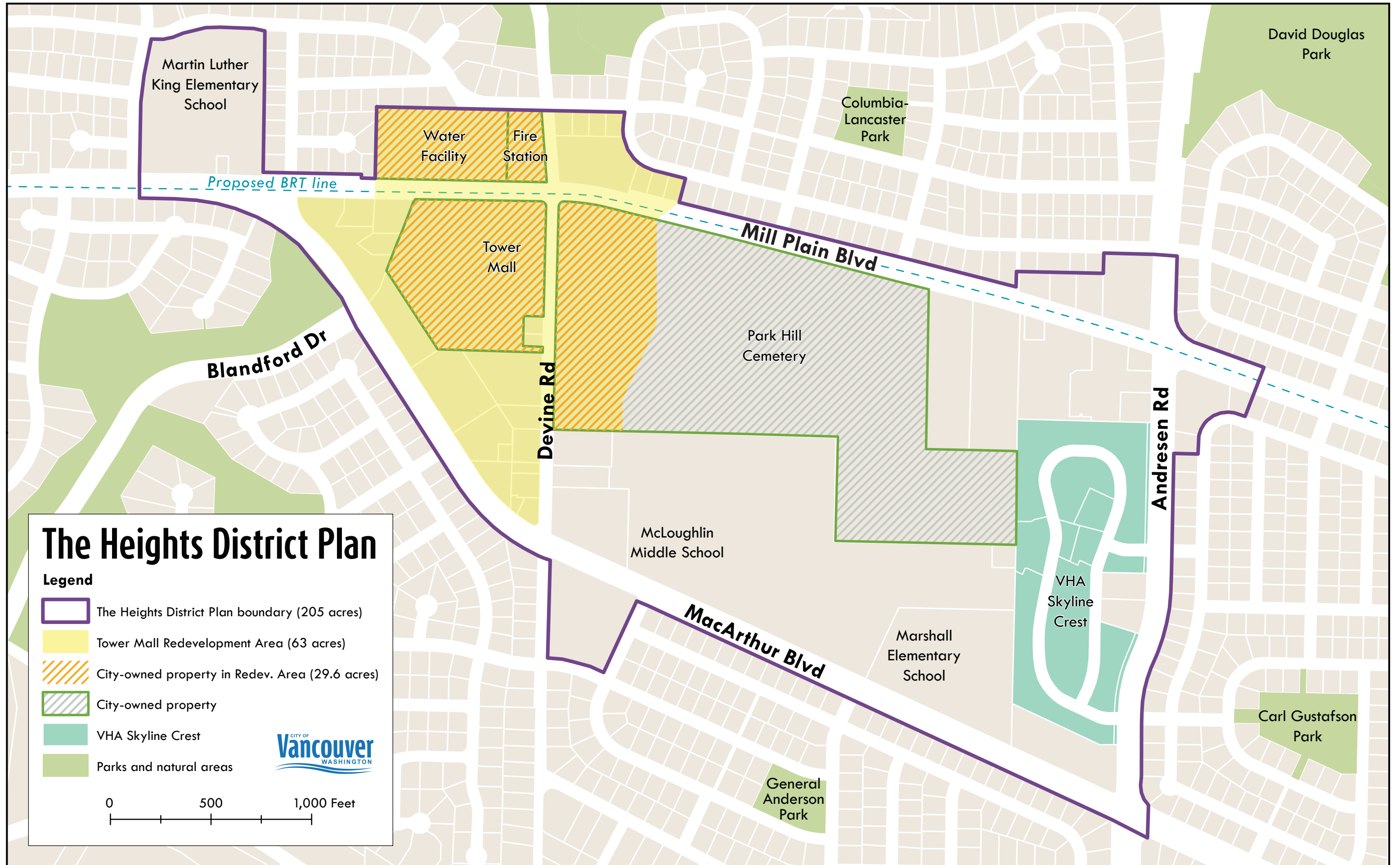


Exhibit B

Heights District Plan (August 2020)

https://www.cityofvancouver.us/sites/default/files/fileattachments/community_and_economic_development/page/38960/heights_district_plan_august_2020_reduced.pdf

Exhibit C

Heights District Plan Appendices (August 2020)

https://www.cityofvancouver.us/sites/default/files/fileattachments/community_and_economic_development/page/38960/heights_district_plan_appendices_august_2020_reduced.pdf

Exhibit D

Heights District Planned Action Final Environmental Impact Statement

https://www.cityofvancouver.us/sites/default/files/fileattachments/community_and_economic_development/page/38960/heights_district_plan_feis_issued_07.10.2020_reduced.pdf

Exhibit E - Comprehensive Plan Figure 1-2 Centers and Corridors

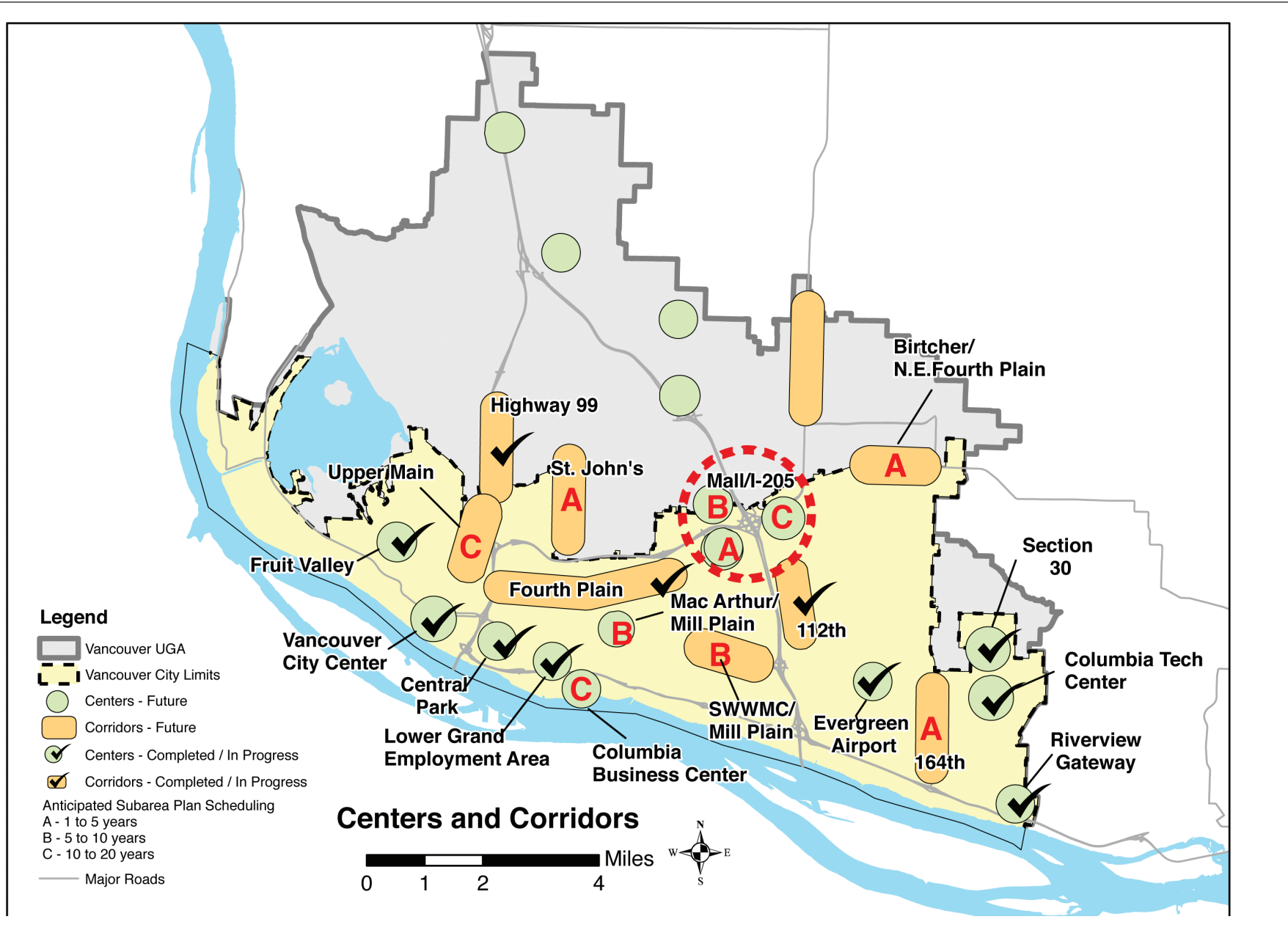


Figure 1-2. Comprehensive land use map showing designated types and intensities of land use allowed throughout the City of Vancouver. Source: City of Vancouver GIS.

TO: Planning Commission

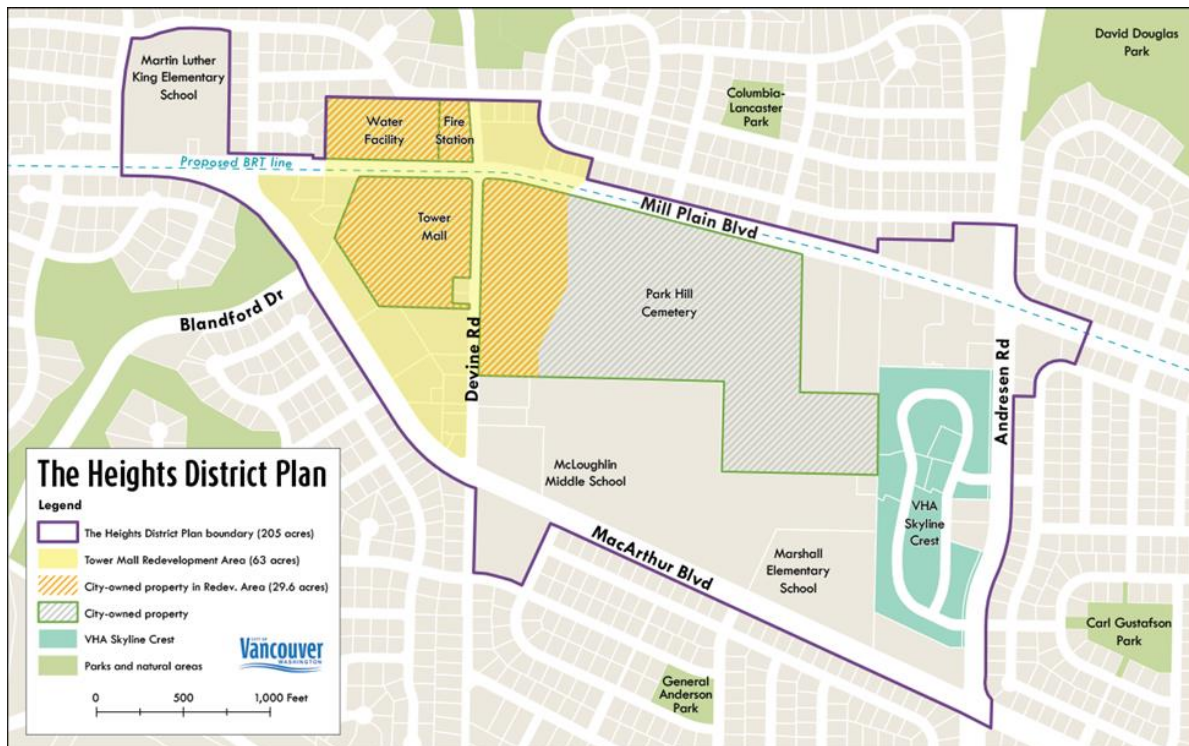
FROM: Rebecca Kennedy, Planning Manager; Bryan Snodgrass, Principal Planner; and Cayla Cothron, Associate Planner; Community and Economic Development Department

SUBJECT: Heights District Plan and associated Comprehensive Plan amendments

Hearing Date: 2/11/2020
Report Date: 2/9/2020
Proposal: Adopt the Heights District Subarea Plan and associated Comprehensive Plan amendments for a 205-acre Central Vancouver area bounded generally by MacArthur Boulevard to the west, Mill Plain Boulevard to the north, and Andresen Road to the west.

Proponent: City of Vancouver
City Staff: Rebecca Kennedy, Long Range Planning Manager,
rebecca.kennedy@cityofvancouver.us, (360) 487-7896

Recommendation: Forward to City Council a recommendation of adoption of the Heights District Subarea Plan and associated Comprehensive Plan amendments.



I. PRIOR AND UPCOMING REVIEW:

Since the Heights District planning process was initiated in March 2018, the Planning Commission has reviewed progress at seven workshops on March 27, 2018; July 24, 2018; December 11, 2018; March 12, 2019; June 11, 2019; October 22, 2019; and December 10, 2019. City Council involvement in the process has occurred since the Tower Mall development moratorium was enacted on July 17, 2017. Since then, Council has extended the moratorium at public hearings on November 13, 2017; May 14, 2018; November 5, 2018; April 15, 2019; and October 7, 2019, and reviewed the project at workshops on July 2, 2018; October 22, 2018; February 4, 2019; June 10, 2019; September 17, 2019; and November 18, 2019.

Upcoming City Council review of the Heights District Plan and associated Comprehensive Plan changes includes a March 2 workshop, and a March 16 public hearing.

Pending adoption of the Plan and Comprehensive Plan amendments, adoption of implementing zoning standards, urban design guidelines, and the Planned Action Ordinance (PAO) is anticipated through workshops and hearings to be scheduled before the Planning Commission and City Council later in 2020.

II. BACKGROUND AND REVIEW PROCESS:

The general Heights area has been identified since 2011 by the Vancouver Comprehensive Plan as a future urban center envisioned to accommodate development as the City grows. Centers are areas where existing services and infrastructure support new development, and allow for the creation of 20-minute neighborhoods, and where proximity to amenities and transportation options increase livability and convenience and promote community identity. See Comprehensive Plan Figure 1-2 highlighting MacArthur/Mill Plain area.

In June 2017 the City of Vancouver purchased the Tower Mall property with the intention of facilitating redevelopment and catalyzing private investment in an underserved area, now called the Heights District. The boundary of the Heights District generally follows Mill Plain Boulevard on the north, MacArthur Boulevard on the south and west, and Andresen Road on the east. The 205-acre District includes a mix of city-owned properties (a water facility, fire station, Park Hill Cemetery and former Tower Mall building), commercial/retail uses, social and healthcare service providers, three schools, churches, and a housing complex owned by Vancouver Housing Authority. Within the District, the 63-acre Tower Mall Redevelopment Area was identified as the area where most redevelopment will occur in the future. Attachment A in this report provides a map of the study area.

In early 2018, a consultant team was hired and the process for the Heights District Plan began. The 18-month planning process included the following stages:

- *Vision:* Development of a vision, guiding principles, and policies for the District. This phase established shared values that informed the design, development, and programming of the overall Heights District and Tower Mall Redevelopment Area.
- *Analysis:* An area-wide analysis to gain a shared understanding of existing conditions, market realities, and opportunities and challenges. The analysis encompassed land use, housing, transportation, community and economic development, and

environmental conditions and constraints, as well as a circulation, access and connectivity.

- *Alternatives:* Development of a wide range of physical and programmatic concepts to identify priorities for mobility and access performance, land uses, and massing and scale that led to a Preferred Concept Plan for the Tower Mall Redevelopment Area.
- *Draft Final Plan:* Preparation of the Draft Final Plan for the Heights District and Tower Mall Redevelopment Area, and an action-oriented implementation strategy with a phased development approach for the District following completion of the planning process.

In order to ensure that the Heights District Plan reflected community values and the needs and aspirations of a variety of stakeholders, the project team undertook a robust community engagement process. Public outreach and engagement was conducted using a variety of methods designed to engage a diverse group of stakeholders as well as the broader community, including a *Community Advisory Committee (CAC)* comprised of 20 diverse stakeholders met 12 times throughout the planning process and provided detailed feedback and guidance on the Plan recommendations.

- *Three large public open house events* drawing hundreds of participants provided reviewed and feedback as the Plan was developed. Each open house event was accompanied by an online open house, which presented similar information and opportunities to provide feedback, attracting nearly three thousand visitors in total.
- An internal *Technical Advisory Committee (TAC)* of various City department representatives provided ongoing technical guidance to the project team.
- *Nearly 100 meetings* were held by the project team before individuals, focus groups, community organizations, and student groups. Project staff also attended approximately 60 additional one-on-one or small group meetings with interested individuals or stakeholders.
- *Digital and hardcopy updates*, including a project [website](#), social media, email updates, media releases and interviews, distribution through schools, and postcards mailed to thousands of households.

Efforts were made throughout the process to engage underrepresented communities, including persons of color, immigrants, renters, youth, and people with disabilities. Project materials were regularly translated and interpreters were provided on request for all in-person events.

Generally, community feedback received throughout the process included concerns about the impacts of growth and increased density on traffic and safety, displacement of local businesses and residents, existing character and scale of surrounding neighborhoods, green space and tree canopy, accessibility for people with disabilities and mobility challenges, and achieving goals of health, equity, and wellness for the District. The Plan reflects this input in the following ways:

- *Density and number of housing units:* Reduction of number of units in the core Redevelopment Area from 1,800 to 1,300 new residential units, and restrictions on building height to be sensitive to adjacent established neighborhoods.

- *Compatibility with adjacent established neighborhoods:* The Redevelopment Area includes Neighborhood Gateway sub-districts that will be supported by design guidelines to ensure development is sensitive to the surrounding context, and the HX Zone will require transition areas with height reductions at the edges of the Redevelopment Area.
 - Since the first version of this staff report was published, staff have had additional conversations with community members and stakeholders about the need for a facilitated process for creating new development standards in the Neighborhood Gateway sub-districts, which will also apply to parcels located directly adjacent to single-family neighborhoods/development. This includes parcels where faith facilities are located, particularly those that are north of Mill Plain, East of Andresen, and south of MacArthur, and represent the most direct interface between areas that could redevelop in the future and existing single-family development. This will occur in Phase II of the project, as part of the effort to develop a new zoning code and development standards for the District.
 - Staff has also received feedback that the term “Neighborhood Gateway” does not adequately reflect neighborhood sentiment about these areas, and that many people would like to see this sub-district called something else. While the intent of calling this sub-district “Neighborhood Gateway” was to recognize the interface between areas that could redevelop and existing single-family development, and to create development standards addressing height, setbacks and specific design requirements to minimize impacts on existing neighborhoods, staff recognizes that the term is not supported by many residents living near these areas. As part of the adoption process, the Planning Commission can recommend adoption with changes, including changing the name of this sub-district.
- *Green space and tree canopy:* Elements of the Grand Park were added to the Loop concept including the neighborhood park, significant additional tree canopy was added and large trees will be preserved along Devine, and the neighborhood loop was added to increase access to significant existing green space just outside the District.
- *Diversion traffic in neighborhoods:* Improvements to arterial streets will decrease diversion and improve the intersection function (i.e. roundabout at Andresen and MacArthur), and the City is committing to measure (baseline and on an annual basis) traffic speed and volumes on neighborhood streets and take steps to address any impacts including traffic calming, diverters, etc. In addition, sufficient parking will be provided within the Redevelopment Area, parking will be managed to ensure efficient use of parking assets, and transportation demand management strategies will be part of new developments.
- *Speeding and history of accidents on Andresen Road:* A proposed roadway retrofit on Andresen that would decrease travel lanes from two to one in each direction, decreasing the speed limit, analyzing the potential for traffic calming in key areas, and protected crossings into the District and at Safe Routes to Schools routes.
- *Retain local businesses:* Commitment through the implementation strategy to retain existing local businesses and service providers where possible, and to providing

opportunities for new minority, women-owned and disadvantaged business enterprises as the District develops.

- *Gentrification and displacement of low- to moderate-income residents:* The District is targeting 25-40% of new units as below market (less than 100% Area Median Income), prioritizing family-wage jobs, implementing the City's Central Vancouver Anti-Displacement Strategy, and increasing affordable homeownership opportunities.
- *Enhanced accessibility for people with disabilities and the mobility-challenged:* Provide enhanced accessibility at entryways and in public spaces, an emphasis on universal design practices rather than relying on ADA, wayfinding that is accessible to the visually challenged, and enhanced safety at arterial crossings.
- *View access to capitalize on the height of the Heights:* Publicly accessible rooftop space on the civic building in the Redevelopment Area that looks over the Loop and into the central plaza.
- *Sustainability certification system to ensure redevelopment meets CAC goals of health, equity and wellness:* Pursuing Fitwel Community certification for the project in 2020.

Environmental review of the proposal was undertaken concurrent with development of the District Plan, as required by the State Environmental Policy Act (SEPA). A Determination of Significance (DS) was issued by the City of Vancouver on October 1, 2018 determining that an Environmental Impact Statement was needed to assess impacts, and to allow a subsequent Planned Action Ordinance whereby future individual development proposals meeting parameters established in the EIS would not require submittal of individual SEPA checklists. Following public comment, the analytical scope of the DEIS was established as a review of environmental impacts on land use, transportation, public services and utilities, air, water (including groundwater), and plants and animals that could occur through adoption of the District Subarea Plan and follow up implementing regulations and development. A Draft [EIS](#) was published on January 22, 2020. Comments are being accepted through February 23, 2020. Public testimony on the Draft EIS may be accepted at the February 11 Planning Commission hearing, but no formal recommendation will be made.

The February 11, 2020 Planning Commission hearing has been advertised through published notice in the *Columbian* newspaper, posting of the site, and mailed hardcopy notice to all property owners and occupants within 500 feet of the proposed District. Email notice has also been sent to the full project contact list.

This staff report focuses on the proposed Heights District Plan and associated Comprehensive Plan amendments to be considered by the Planning Commission on February 11. The following measures to implement the Heights District Plan are anticipated to be considered at Planning Commission and City Council workshops and public hearings to be scheduled later in 2020:

- A new Heights Mixed-Use Zone (HX Zone) with specific development standards
- Urban Design Guidelines
- Additional implementing activities, including street standard details, extension of the Multi-Family Tax Exemption Program along the Mill Plain BRT Corridor and to the Heights District

- A Planned Action Ordinance to allow future individual development that meets established environmental parameters established by the EIS to not be required to submit individual SEPA checklists

Various future implementation measures may not involve future Commission review, including pursuit of Fitwel Community certification, and amendments to City street standards.

III. PROPOSAL

A. Heights District Plan

The proposal is to adopt the full [Heights District Plan](#) including its [appendices](#), and associated Comprehensive Plan changes noted in this report. The Heights District Plan establishes a vision, guiding principles, and policies for the 205-acre District, as well as a Preferred Concept Plan and specific development program for the 63-acre Tower Mall Redevelopment Area within, as follows:

- **Vision** (*Heights District Plan* pages 9-14). The Plan envisions the Heights District as a vibrant, connected neighborhood center that seeks to promote community health, wellness and a shared identity. The project seeks to establish a vision for a vibrant urban neighborhood center; leverage short- and long-term sustainable economic development initiatives; integrate income-based and market rate housing; catalyze private investment; include accessible public open spaces; utilize innovative urban design and sustainable development strategies; provide for the creative and functional integration of public transit; and optimize multimodal connections within the District and surrounding areas.
- **Guiding Principles** (*Plan* page 13). The Plan identifies guiding principles and design drivers that establish shared values for the District and inform recommendations resulting from this process. These guiding principles and design drivers include Mixed-Income Housing; Connectivity; Community Health, Wellness & Equity; Sustainability; Public Realm; Arts/Culture; Economic Development; and Urban Character/Form.
- **Policies** (*Plan* pages 15-36). The Plan's policy statements address six broad categories which were derived from the vision and goals for the District. Within each category, a series of policy statements provide guidance as to how the vision and goals will be achieved. A summary of the policy framework for each of the six categories is provided below:
 - Land Use and Zoning. A mix of compatible land uses will enrich the public and private life of residents, visitors, and employees. Urban design standards will ensure high-quality built environments and architectural details of individual buildings and public spaces. Attachment B in this report contains a generalized land use map. Specific zoning designations and standards will be established later in 2020, and a new HX mixed-use zone will be created for the District as part of implementation measures.
 - Equity, Jobs, and Housing. The Heights District will be a model of equitable redevelopment, providing housing opportunities for a diverse population of

residents from a range of socioeconomic backgrounds, and reflecting the existing socioeconomic mix of adjacent neighborhoods. Housing will include a variety of types and sizes, from studios to family-size apartments and townhouses, with a goal to designate 25–40% as mixed-income housing and an emphasis on both rental and homeownership opportunities.

- Economic Vitality. The Heights District Plan will establish an implementable framework and strategy that attracts private investment and delivers appropriate and equitable public benefit. Recommendations include promoting a small business culture as well as programs and strategies aimed at supporting local businesses, social service agency retention, and minority, women-owned and disadvantaged business enterprises as a means to advance health, wellness and equity in the District.
- Access and Circulation. A walkable, pedestrian-friendly, and bikeable street network and urban trail system will strengthen multi-modal connections and improve accessibility throughout the District and within the 20-minute walkshed by connecting schools, homes, and jobs. Existing arterials will be improved with pedestrian and bike facilities and safety features. The Plan includes new station areas for C-TRAN's future BRT line on Mill Plain Boulevard. New streets in the Tower Mall Redevelopment Area will enhance connectivity and feature high design standards that will make the Heights District an appealing place to walk or bike.
- Public Realm and Open Space. Investments in public spaces will support a variety of community and neighborhood spaces to enrich the quality of life for all residents and visitors. The Plan includes new parks of various sizes that can accommodate active and passive recreational activities and events, and are linked by the Loop, a pedestrian-oriented street featuring enhanced streetscape treatments that will create a linear park-like experience.
- Environmental Sustainability. The Heights District will strive to achieve the highest standards of environmental stewardship through robust stormwater management systems, energy efficient buildings, reducing the environmental impacts of transportation, and restoring the function of the natural landscape. The project is solidifying its commitment to sustainability and community health through pursuit of the Fitwel Community certification (anticipated for late 2020), a new standard for optimizing holistic health benefits in neighborhood-scale projects currently in its pilot phase. The Fitwel Community Scorecard evaluates the ability for a project to achieve strategies across seven health impact categories: increasing physical activity, promoting occupant safety, reducing morbidity and absenteeism, supporting social equity for vulnerable populations, instilling feelings of well-being, impacting surrounding community health, and enhancing access to healthy foods.
- **Tower Mall Redevelopment Area** (Plan pages 40-71). The 63-acre area at the core of the District is envisioned as a 20-minute neighborhood with a mix of uses and a network of public amenities linked by pedestrian-friendly complete streets, protected bike lanes, wide sidewalks, and a central placemaking element, The Loop. The Loop is a ¾-mile linear, walkable, park-like street that knits together shops, restaurants, residences, park spaces, and workplaces as part of a neighborhood amenity. The

Loop was selected as the preferred alternative, based on a synthesis of several preliminary concepts, following input from stakeholders, the general public, and the project's Community Advisory Committee and Technical Advisory Committee.

The market analysis undertaken for the project identifies needs and absorption rates expected over a 20-year period. These findings informed the development of the land use plan and proposed development program for the Redevelopment Area. The expected 20-year buildout of the Redevelopment Area will see the addition of approximately 1,300 new residential units in a variety of types and sizes from studios to family-size apartments and townhouses. Initial Redevelopment Area buildout projections that envisioned 1,800 new residential units were scaled back to 1,300 units to accommodate concerns of surrounding residents. The District is also envisioned as a mixed-income community, with the goal of 25% to 40% of units designated as income-based and affordable to households with below-median incomes.

While primarily residential, the Redevelopment Area will also include approximately 240,000 square feet of commercial/retail, office, hotel, civic, and church uses, and building heights will be limited to a maximum of six stories with transition areas and height reductions at the edges to enhance compatibility with the surrounding single-family neighborhoods. Six acres of parks and open spaces will provide opportunities for recreation, gathering, strolling, events, and community gardens. New internal streets are designed to be pedestrian- and bicycle-friendly, with high-quality materials, amenities, safety features, and on-street parking. Parking needs will be served by a mix of on-street, surface, tuck-under, and structured parking.

See Attachments C and D of this report for proposed sub-districts, land uses, and estimated 20-year development yields within the Redevelopment Area.

- **Implementation Strategy** (Plan pages 73-87). Four general phases of implementation are identified, with Phase I culminating in the pending adoption of the Plan, and Phase II including land use code and policy updates largely described in this report. Future Phases III and IV encompass Conceptual Development Planning (development plan and housing strategy, streets and infrastructure, and lot line adjustments, easements, and acquisitions) and Design and Construction (infrastructure improvements, development partnerships, neighborhood organizational structure, and overall project delivery). The Plan organizes implementation strategies into categories that generally align with those identified in the policy framework.

Traffic and environmental impacts estimated from implementation of the Heights District Plan are evaluated in detail in the [Draft EIS](#). Development of the 205-acre District is estimated to result in 1,800 new residential units accommodating approximately 4,482 persons, between 490-510 new jobs, 36,000 square feet of institutional space, and 6.1 acres of parks and open spaces.

The Traffic Impact Study summarized on page 19 of the Draft EIS (and provided in detail beginning on page 316) concluded that while anticipated new development in the District will increase traffic volumes, no mitigation is required on the local street network at this time. The current capacity of existing roadways coupled with planned improvements of roundabouts at MacArthur and Devine and MacArthur and Andresen will improve traffic operations from their current condition and support the new trips generated by the proposed redevelopment.

Other planned improvements that will significantly improve traffic operations and address current challenges include a traffic signal at the MacArthur-Leiser-St. Helen's intersection and the addition of protected/permitted left turns (flashing yellow arrow) at Mill Plain/Garrison and Andresen/18th Street.

B. Comprehensive Plan Amendments

The Heights District Plan is adopted as component of the Vancouver Comprehensive Plan, triggering the following changes to the text of the existing [Comprehensive Plan](#) document:

- An amendment to the page 1-7 bullet listing of completed subareas to include the Heights District Plan (2020), and to the page 1-8 Figure 1-2 map, to relabel the MacArthur/Mill Plain center as The Heights, and illustrate with a check to indicate completed status.
- An amendment to Table 1-5, Vancouver Comprehensive Plan Land Use Designations, to add a row to the Commercial zones as follows:

	<i>HX</i>	<i>Specific to the Heights District Plan. A mix of commercial, residential, mixed use, open space and other uses envisioned.</i>
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- An amendment to Appendix E, Other Plans and Documents Adopted by Reference, Section II Additional Plans, to include Heights District Plan 2020 in the bulleted list.

IV REVIEW CRITERIA AND FINDINGS:

Applicable Zoning Code Standards:

Section 20.285.070 Comprehensive Plan or Zoning Code Text Amendments

A. Text amendments to the Comprehensive Plan or VMC Title 20 zoning standards shall demonstrate the following:

- 1. The proposal is consistent with the applicable provisions of the Vancouver Strategic Plan and Comprehensive Plan; and*
- 2. The proposed change is necessary to further the public interest based on present needs and conditions.*

Applicable Strategic Plan Provisions:

Strategic Plan Goal 6: Facilitate the creation of neighborhoods where residents can walk or bike to essential amenities and services- "20 minute neighborhoods"

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

Applicable Comprehensive Plan Provisions:

CD-2 Efficient development patterns

Encourage efficient development throughout Vancouver to ensure achievement of average density of 8 units per acre set by Countywide Planning Policies. Encourage higher density and more intense development in areas that are more extensively served by facilities, particularly transportation and transit services.

CD-4 Urban centers and corridors

Achieve the full potential of existing and emerging urban activity centers and the corridors that connect them, by:

- (a) Promoting or reinforcing a unique identity or function for individual centers and corridors*
- (b) Planning for a compact urban form with an appropriate mix of uses*
- (c) Working with stakeholders to develop flexible standards to implement the vision for that center or corridor*
- (d) Encouraging innovative, attractive private development that efficiently uses available land and resources*
- (e) Establishing connectivity within each center and to other areas to provide accessibility*
- (f) Providing a range of transportation options*
- (g) Investing in public facilities and amenities to enhance livability*

CD-5 Mixed use development

Facilitate development that combines multiple uses in single buildings or integrated uses.

CD-6 Neighborhood livability

Maintain and facilitate development of stable, multi-use neighborhoods that contain a compatible mix of housing, jobs, stores, and open and public spaces in a well-planned, safe pedestrian environment.

CD-8 Design

Facilitate development and create standards to achieve the following:

- (a) Increased streetfront use, visual interest, and integration with adjacent buildings*
- (b) Improved pedestrian connections and proximity of uses within developments*
- (c) Enhanced sense of identity in neighborhoods and subareas*
- (d) Publicly and/or privately owned gathering places facilitating interaction*

CD-9 Compatible uses

Facilitate development that minimizes adverse impacts to adjacent areas, particularly neighborhoods.

CD-10 Complementary uses

Locate complementary land uses near one another to maximize opportunities for people to work or shop near where they live.

CD-12 Integrated area planning

Promote cohesive, integrated planning of areas and sites through use of subarea planning, master planning, planned developments, and other methods.

CD-14 Sustainability

Facilitate sustainable land use development through measures including but not limited to the following:

- (a) Develop integrated land use patterns and transportation networks that foster reduced vehicle miles traveled and associated greenhouse gas emissions*

- (b) *Develop individual buildings that minimize energy and resource consumption. Encourage home-based efficiencies such as installation retrofits, efficient water and air, heating systems, and use of solar panels or other forms of energy capture.*
- (c) *Implement recommendations of the Vancouver-Clark County Sustainable Affordable Residential Development Report*

H-1 *Housing options*

Provide for a range of housing types and densities for all economic segments of the population. Encourage equal and fair access to housing for renters and homeowners.

H-5 *Housing placement near services and centers*

Facilitate siting of higher density housing near public transportation facilities and in designated centers and corridors.

EC-2 *Family-wage employment*

Promote the formation, recruitment, retention and growth of businesses that provide a wide range of employment opportunities, particularly family-wage employment. Prioritize family-wage employment in land use policies and practices

EC-5 *No net loss of employment capacity*

Restrict zone changes or legislative land use approvals that would lessen long-term capacity for high-wage employment unless accompanied by other changes within the same review cycle that would compensate for the lost capacity or unless the proposed change would promote the long-term economic health of the city.

PFS-1 *Service availability*

Consider water, sewer, police, transportation, fire, schools, stormwater management, and parks as necessary facilities and services. Ensure that facilities are sufficient to support planned development.

Existing Vancouver Municipal Code [Title 20, Comprehensive Plan](#), and [Strategic Plan](#)

Staff Findings: The proposed Heights District Plan and associated Comprehensive Plan text changes are consistent with applicable portions of the Vancouver Strategic and Comprehensive Plans, and are necessary to further the public interest. Adoption of the District Plan provides for a subarea plan in an area designated for such in the Comprehensive Plan, consistent in particular with Strategic Plan Goals 6 and 8, and Comprehensive Plan Policies CD-4 and CD-12. It provides enhanced housing and employment opportunities in a well-designed, livable mixed-density, mixed-use environment with sustainable features, consistent with Policies CD-2, CD-5, CD-6, CD-8, CD-14, H-1, H-5, EC-2, and EC-5. The Plan envisions the District as a 20-minute neighborhood where residents can walk or bike to essential amenities, services, and employment opportunities which include stores, restaurants, parks, schools, and transit stations, consistent with Policies CD-10 and PFS-1. In the Tower Mall Redevelopment Area, the Plan establishes Neighborhood Gateway sub-districts that will be supported by design guidelines to ensure development in these areas is sensitive to and compatible with the adjacent established neighborhoods, and the HX Zone will require transition areas with height reductions at the edges of the Redevelopment Area, consistent with CD-9. The Plan also identifies future transportation and infrastructure improvements, including bicycle and pedestrian facilities and guidance on low impact development stormwater management strategies and best management practices, to improve the

efficiency and safety of Vancouver's transportation and utility infrastructure systems, consistent with Policy PFS-1.

V. RECOMMENDED ACTION:

Forward a recommendation to the City Council to adopt the Heights District Plan and associated amendments to the Vancouver Comprehensive Plan as noted in this report, with the below amendments:

- Amend the Phase II implementation strategy to include further engagement with stakeholders for the creation of new development standards in the Neighborhood Gateway sub-districts, which will apply to parcels located directly adjacent to single-family neighborhoods/development.
- Change the name of the Neighborhood Gateway sub-district to better reflect the context of the area.

Links:

[The Heights District Plan – January 22, 2020 Draft](#)

[The Heights District Plan Appendices – January 22, 2020 Draft](#)

[The Heights District Plan – Draft Environmental Impact Statement \(January 22, 2020\)](#)

[Heights District Plan Project Website](#)

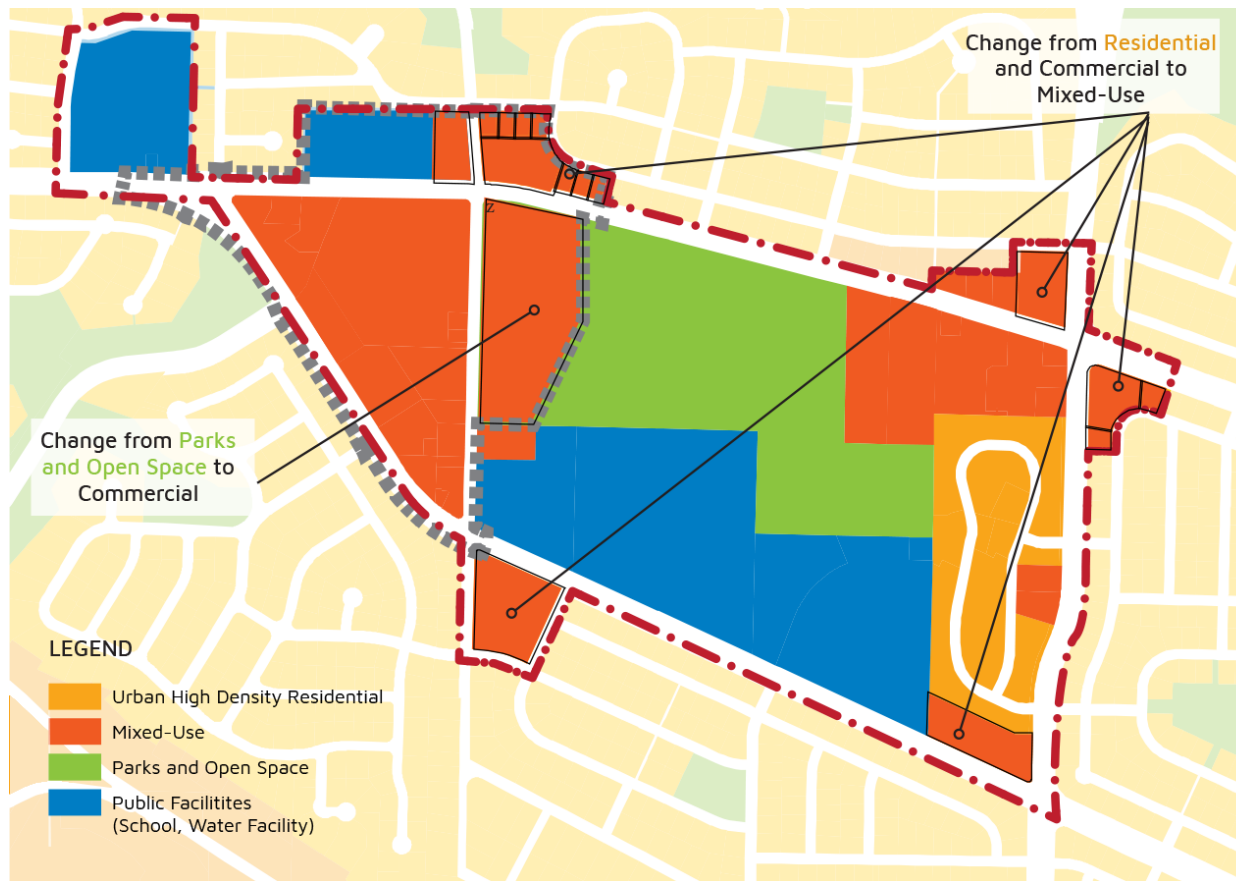
Attachments:

- A. Map of the Heights District Study Area
- B. Proposed Heights District General Land Use Plan
- C. Proposed Redevelopment Area Sub-districts
- D. Proposed Redevelopment Area Future Land Uses and Anticipated Development Yields at 20-year Buildout

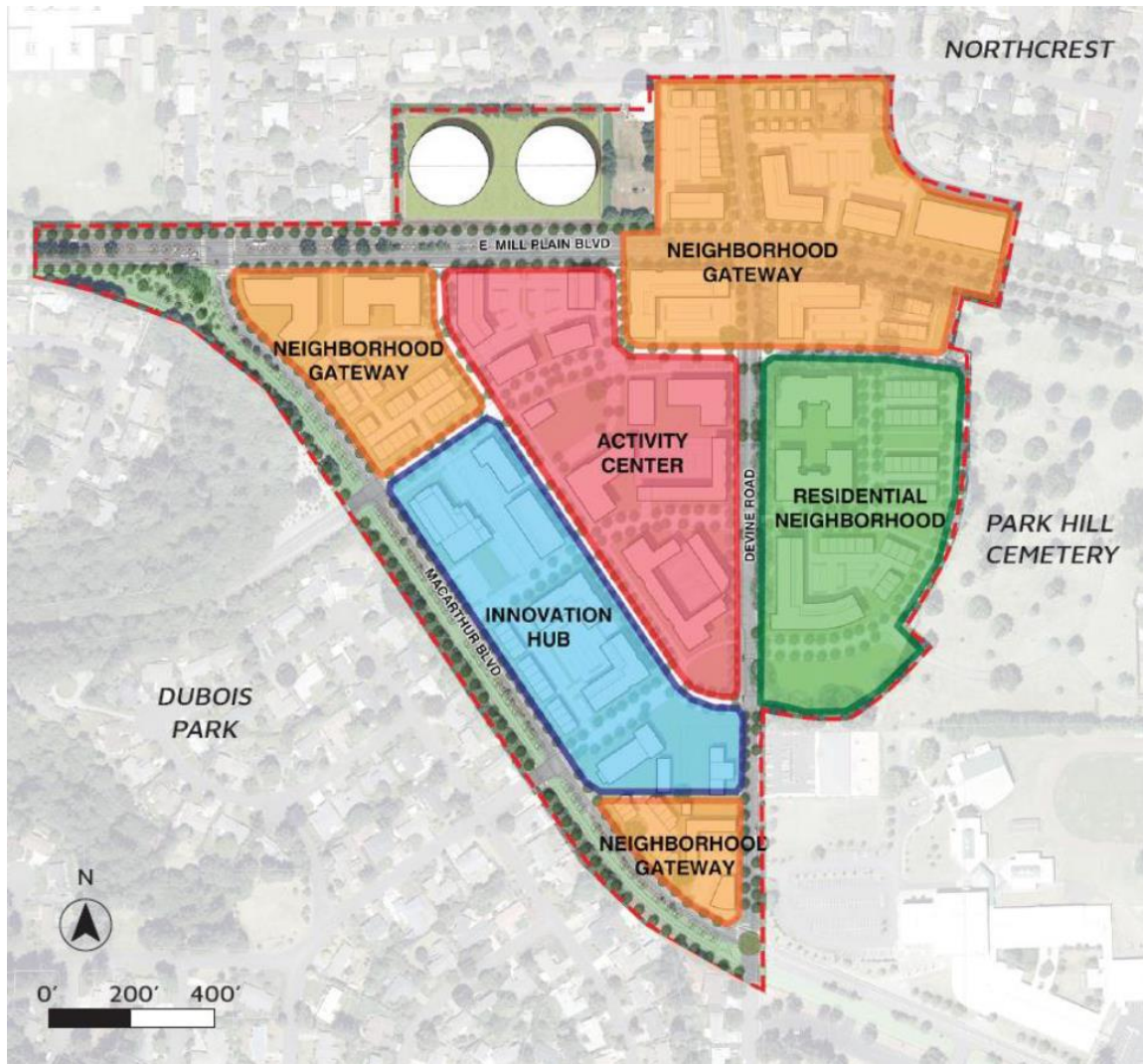
ATTACHMENT A: MAP OF THE HEIGHTS DISTRICT STUDY AREA



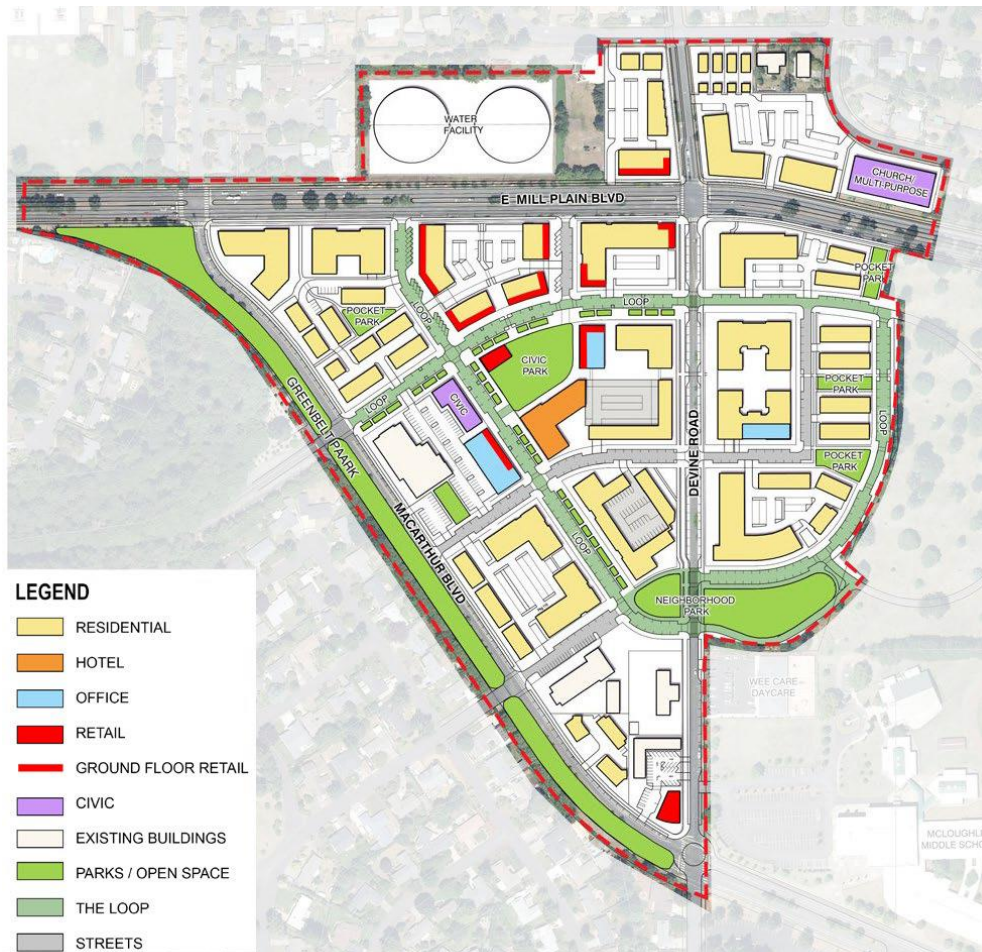
ATTACHMENT B: PROPOSED HEIGHTS DISTRICT GENERAL LAND USE PLAN



ATTACHMENT C: PROPOSED REDEVELOPMENT AREA SUB-DISTRICTS



ATTACHMENT D: PROPOSED REDEVELOPMENT AREA FUTURE LAND USES AND ANTICIPATED DEVELOPMENT YIELDS AT 20-YEAR BUILDOUT



Land Use	Proposed 20-Year Development Program
Residential	1,340 units (1,000 sf avg.)
Commercial	56,000 sf
Office	65,000 sf
Hospitality	83,000 sf (156 keys)
Civic	16,000 sf
Church/Multi-Purpose	20,000 sf
Parks & Open Space	6.1 ac
Total	1.58M sf

The Heights District Plan

VANCOUVER
CITY HALL



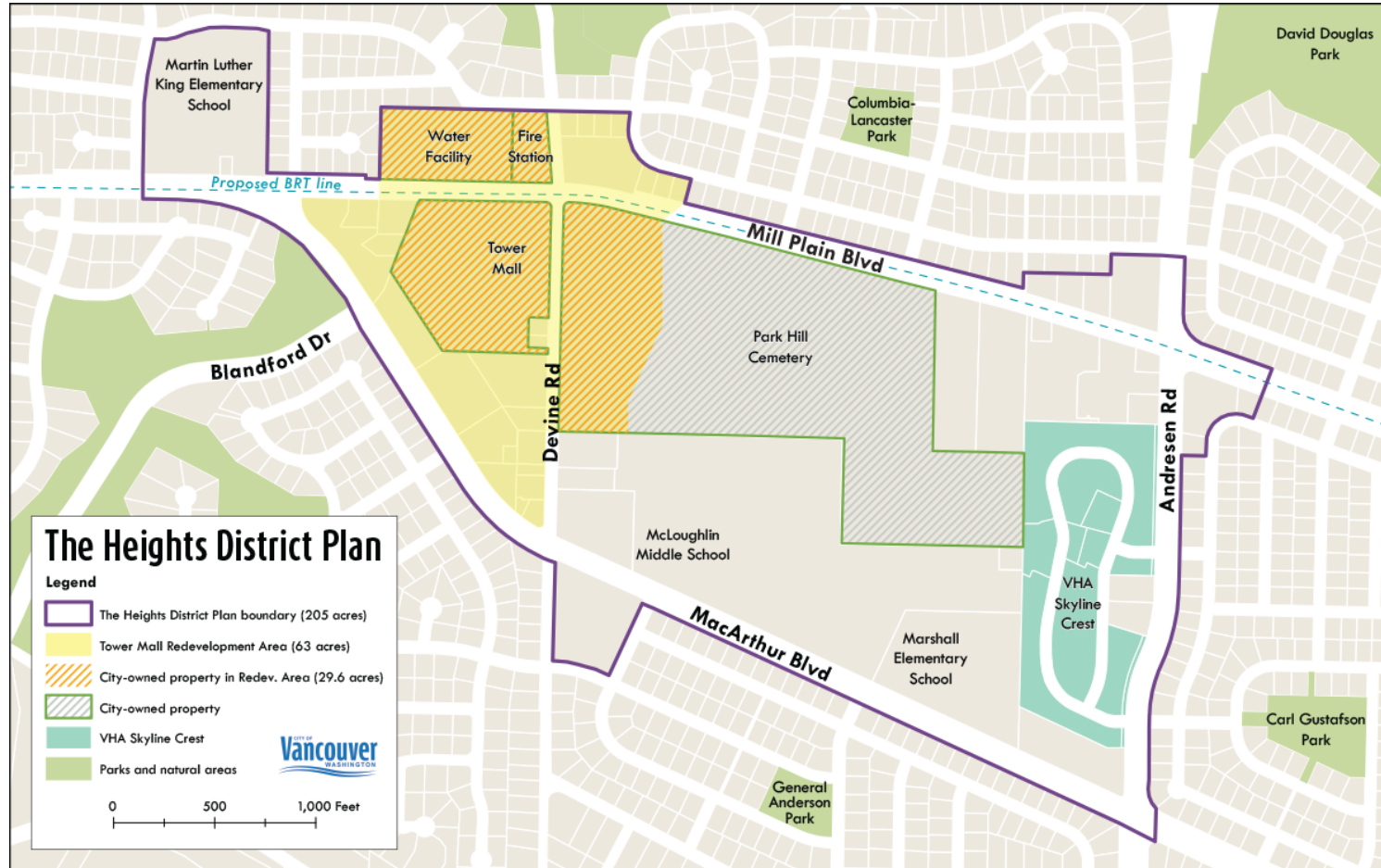
August 17, 2020
City Council Public Hearing

Chad Eiken, CED Director
Rebecca Kennedy, Planning Manager

Presentation Overview

- Vision for the Heights District
- Community Engagement Reflected in the Plan
- Process and Phasing
- Next Steps
- Staff Recommendation
- Council Deliberation

The Heights District



Planning Commission/City Council Review

Planning Commission:

- March 27, 2018
- July 24, 2018
- December 11, 2018
- March 12, 2019
- June 11, 2019
- October 22, 2019
- December 10, 2019
- February 11, 2020 (PH)

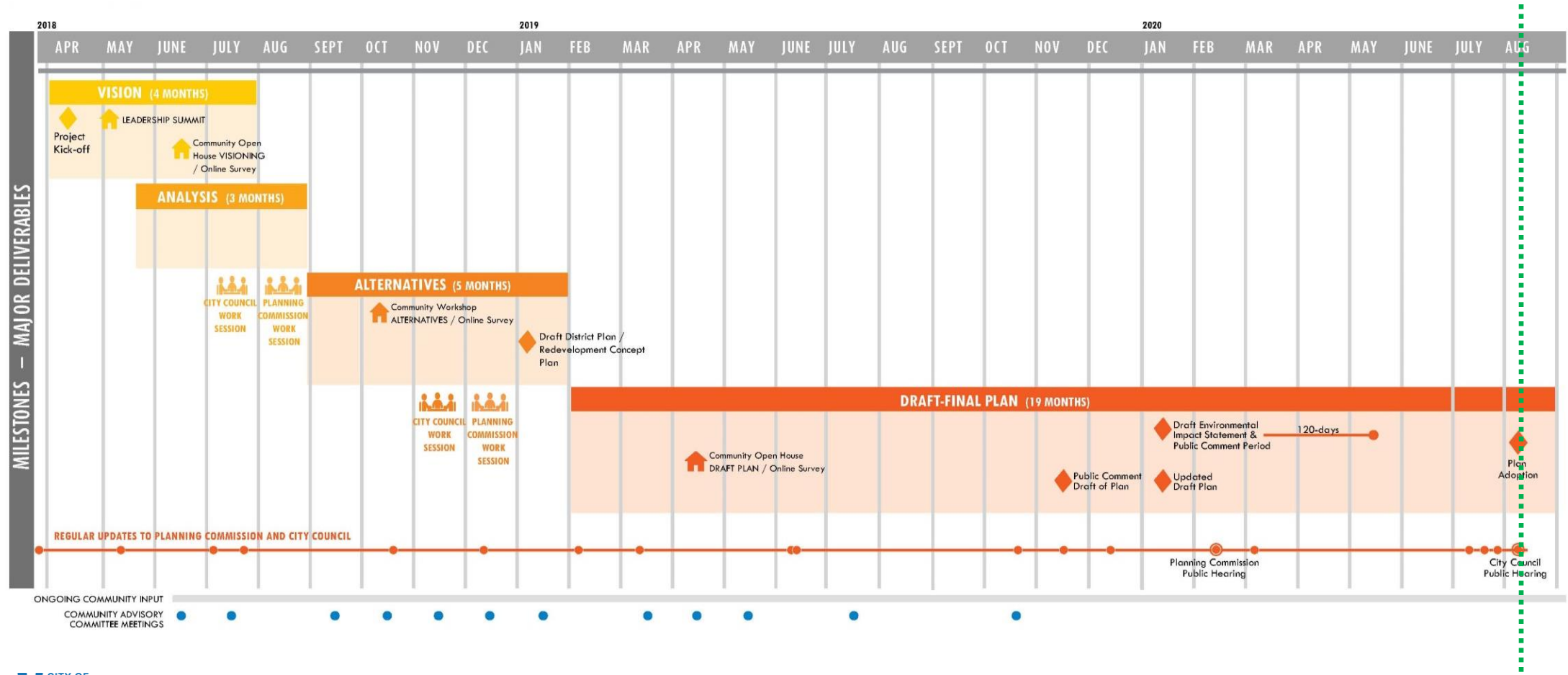
City Council:

- July 2, 2018
- October 22, 2018
- February 4, 2019
- June 10, 2019
- September 17, 2019
- November 18, 2019
- March 2, 2020
- July 13, 2020
- July 20, 2020
- July 27, 2020
- August 3, 2020
- August 10, 2020

City Council Public Hearings to extend Tower Mall Development Moratorium:

- November 13, 2017
- May 14, 2018
- November 5, 2018
- April 15, 2019
- October 7, 2019
- March 16, 2020

Heights District Plan: Timeline & Phasing



Heights District Plan: Project Deliverables

1. ***Subarea Plan*** for the 205-acre Heights District that will include an overarching vision for the area, and make recommendations on design, land use, housing transportation, public space, and implementation priorities.
2. ***Detailed Redevelopment Plan*** for the 63-acre Tower Mall redevelopment area that will include a market analysis, feasibility study, phased redevelopment plan, and partnerships and implementation recommendations.
3. ***Environmental Impact Statement:*** Planned Action SEPA Analysis that includes thresholds for a mix of uses and will enable expedited review of future development proposals.

Heights District Plan: Project Goals

- Establish a vision for a **vibrant neighborhood center**
- Catalyze additional **private development** in the District
- **Involve the public** in the planning / design process
- Include **affordable** income-based housing
- Include accessible **public open space**
- Utilize innovative urban design and **sustainable development practices**
- Plan for the creative and functional **integration of transit**
- Increase **multi-modal connectivity** in the District uses







Loop Pedestrian Walkway & Linear Park



A pedestrian walkway 'loop' and parkway serve as the principal organizing element to unify the urban neighborhood and uses



Tower Mall Redevelopment Area

PROPOSED LAND USE PLAN



Land Use	Proposed 20-Year Development Program
Residential	1,340 units (1,000 sf avg.)
Commercial	56,000 sf
Office	65,000 sf
Hospitality	83,000 sf (156 keys)
Civic	16,000 sf
Church/Multi-Purpose	20,000 sf
Parks & Open Space	6.1 ac
Total	1.58M sf

Public Engagement in the Planning Process

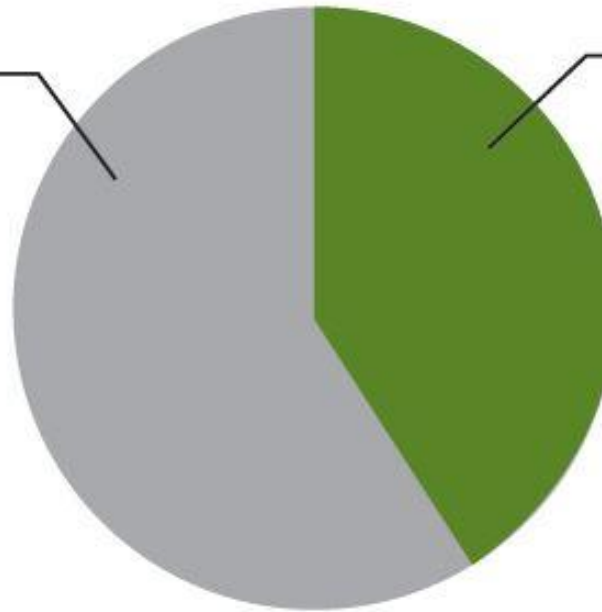


Mixed-Income Housing

60-75% MARKET RATE HOUSING

INCLUDING:

- Market rate units and condominiums
- A range of housing sizes and types: studios to 3-bedroom units, live/work units
- Attached single family as well as multi-family housing
- Rental and homeownership opportunities
- Housing appropriate for single individuals, families, and seniors



TARGET: 25-40% INCOME-BASED HOUSING (<100% AMI)

INCLUDING:

- Affordable to people and families with incomes below the Area Median Income (AMI)
- Rental and home-ownership opportunities
- A range of housing types and sizes: studios to 3-bedroom units, live/work units
- Housing designed for seniors living on restricted incomes
- A minimum of 250 units affordable to households earning at or below 60% of AMI

Parks & Open Space



Parks & Open Space	
Civic Park	1.0 acres
Neighborhood Park	1.5 acres
Pocket Parks	0.5 acres
Linear Plaza (the Loop)	0.5 acres
MacArthur Greenbelt	2.6 acres
Total	6.1 acres







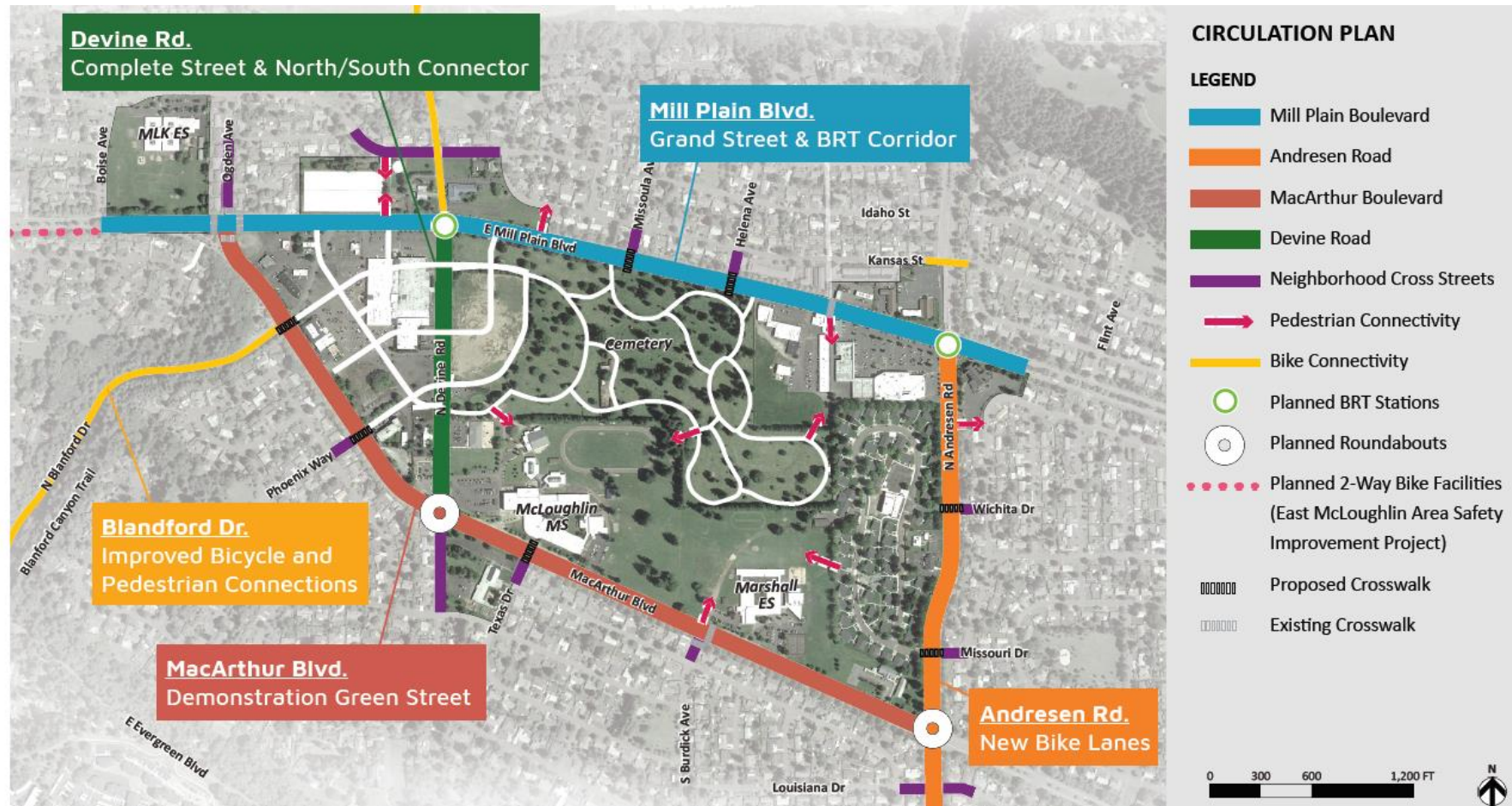
Fitwel Community Certification

Scorecard

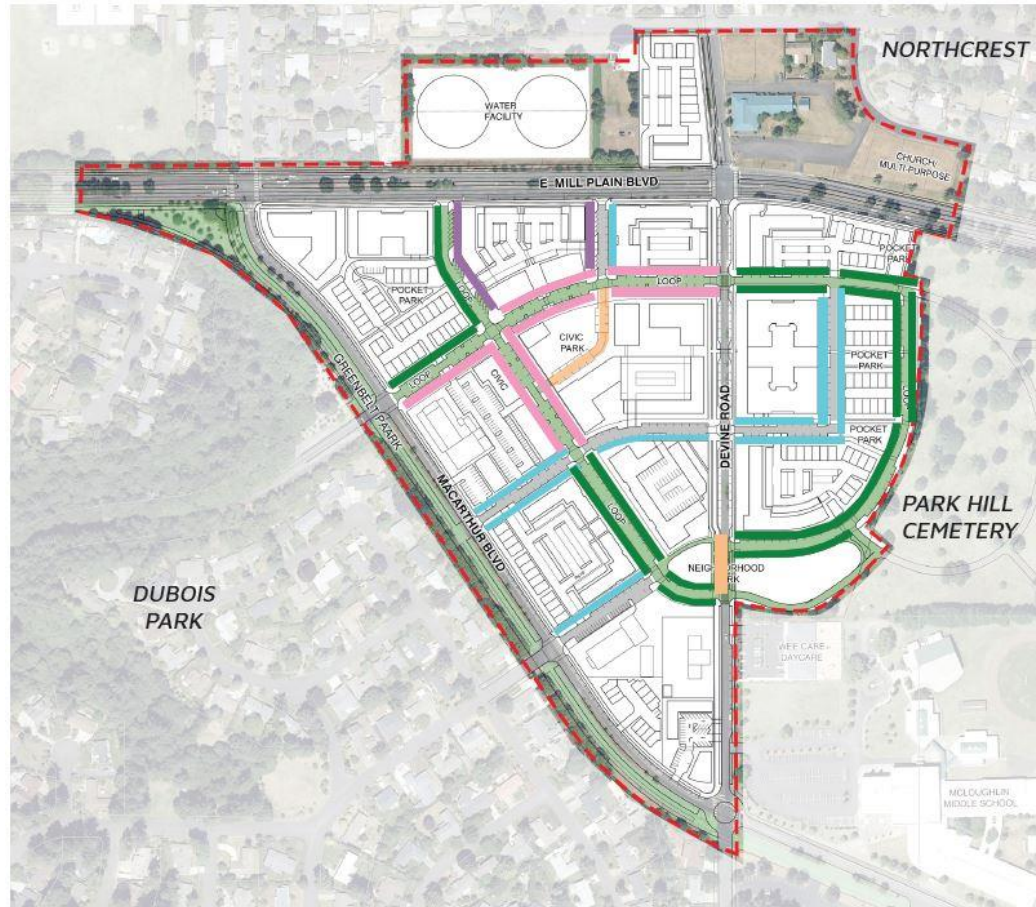
1. Location
2. Building Access
3. Community Open Space: Design
4. Community Open Space: Entrances
5. Community Open Space: Management
6. Outdoor Environment
7. Healthy Buildings
8. Community Assets
9. Water and Restroom Access
10. Healthy Food Environment
11. Community Resiliency
12. Emergency Preparedness



Multimodal Safety and Access



Internal Complete Streets Network



Loop Retail Street

The Retail Street is a major feature of the Activity Center. This street type supports retail uses and may include wider sidewalks, outdoor café seating, festival lighting, special paving, street trees and interpretive art.

Loop Residential Street

The Loop Residential Street type is characterized as neighborhood-scale and park-like with large shade trees, stormwater planters, and a variety of seating areas with benches, lighting, and artworks that add interest and enjoyment.

Loop Festival Street

A portion of The Loop in the mixed-use Activity Center is envisioned as a flexible festival street or woonerf (pedestrian-oriented shared street) that can support temporary closure for special events. This street type may include special placemaking amenities such as raised crossings, removable bollards, and paving materials and infrastructure for electrical power, lighting, and staging needs.

Standard Street

The Standard Street is a low speed, traffic calmed street that includes shared travel lanes, street trees, pedestrian lighting and generous sidewalks.

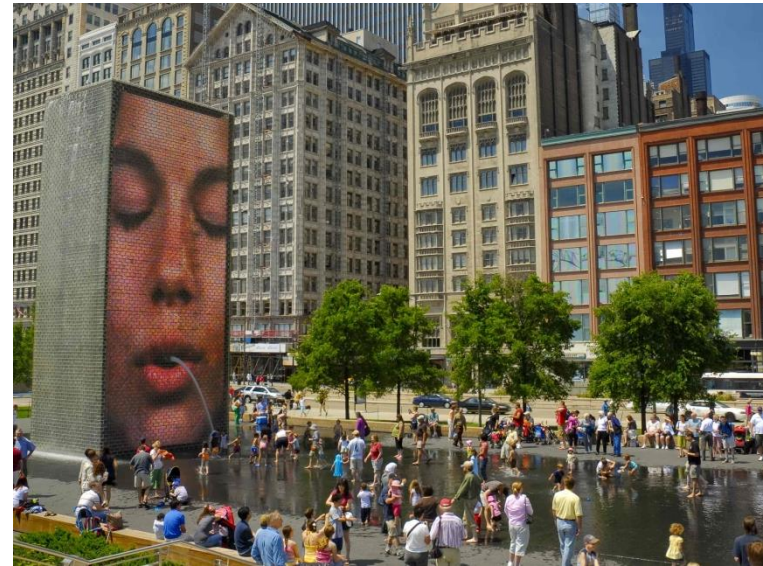
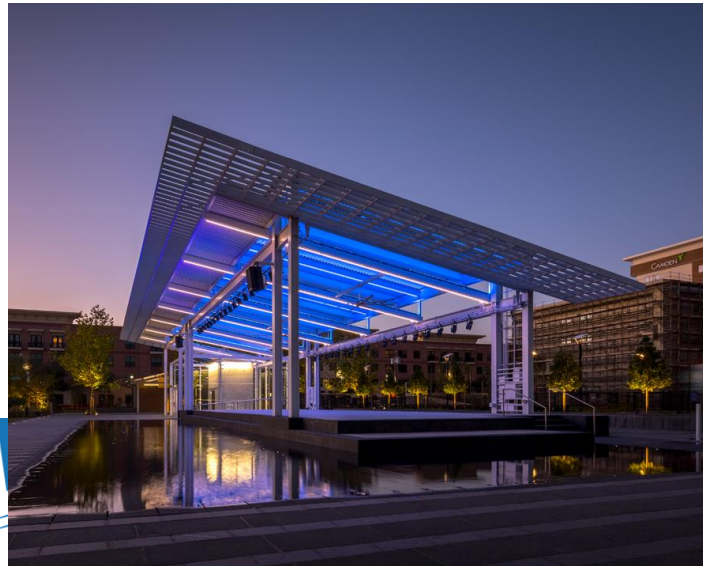
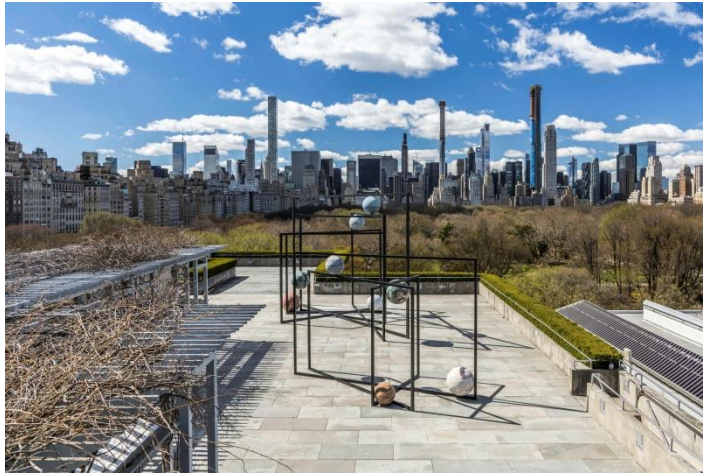
Internal Street with Angled Parking

Similar to the Standard Street, this low-speed street type accommodates shared travel lanes, sidewalks and street trees. On one side of the street is parallel parking while the other is reverse angle parking to expand event and retail parking during peak use. Sharrowes are provided to inform motor vehicle operators that travel lanes are shared with bikes.

Integration of High Capacity Transit



World Class Placemaking at the Heights



Changes in Response to Public Feedback

- Reduction in number of units within the Tower Mall Redevelopment Area, from 1800 to 1340
- Equitable development strategy and anti-displacement plan
- Income-based housing targets
- Ongoing system for monitoring neighborhood streets and implementing traffic calming to address any diversion as redevelopment occurs over time
- Phased transportation improvements
- Universal design and enhanced accessibility standards

Changes in Response to Public Feedback

- Holistic sustainability strategy and certification system
- Enhanced urban tree canopy and preservation of existing large healthy trees
- Sub-districts strategy to ensure compatibility with adjacent single family neighborhoods- including tiered system for building heights and parking standards
- Addressing safety and congestion issues on existing arterials and at intersections
- Extension of the DEIS public comment period from 30 to 120 days
- Removal of church properties from the rezone recommendations

Phased Implementation Strategy

Phase I: Initial Planning *(concludes pending adoption of the Heights District Plan)*

Phase II: Land Use Code and Policy Updates (2020-2021)

- Updates to development regulations and the Comprehensive Plan including creation of the new Heights Mixed-Use zone (HX zone) and Design Guidelines, adoption of the Planned Action Ordinance (PAO), extension of the Multi-Family Tax Exemption Program, and lifting of the development moratorium
- Fitwel Community certification to support goals of health, equity, and wellness

Phase III: Conceptual Development Planning: Refinement of the development program and housing strategy for the Redevelopment Area, streets and infrastructure, and lot line adjustments, easements, and acquisitions

Phase IV: Delivery, Design, and Construction: Infrastructure improvements, public realm programming, development partnerships and agreements, and overall project delivery

Process Considerations

- Robust public engagement and environmental review processes
- Multiple changes and iterations to the Plan based on community feedback
- Adoption of vision allows project team to move forward with developing implementing ordinances and standards with a clear target to work toward
- Additional Planning Commission and Council review of implementing ordinances and standards will ensure they align with the vision articulated in the Plan
- Additional public engagement opportunities will be part of the next phase of the process, and will ensure community feedback is incorporated in the implementing ordinances and standards

Next Steps

- **September 14, 2020:** Extend Tower Mall Moratorium for additional six months
- **Fall 2020:** Initial implementation steps, including separate PC and CC processes for adoption of new HX zoning district and design guidelines

Staff Recommendation

- Adopt the Heights District Subarea Plan and associated Comprehensive Plan amendments to establish a vibrant, connected neighborhood center that seeks to promote community health, wellness, and a shared identity of the Heights District Plan area

Questions and Discussion

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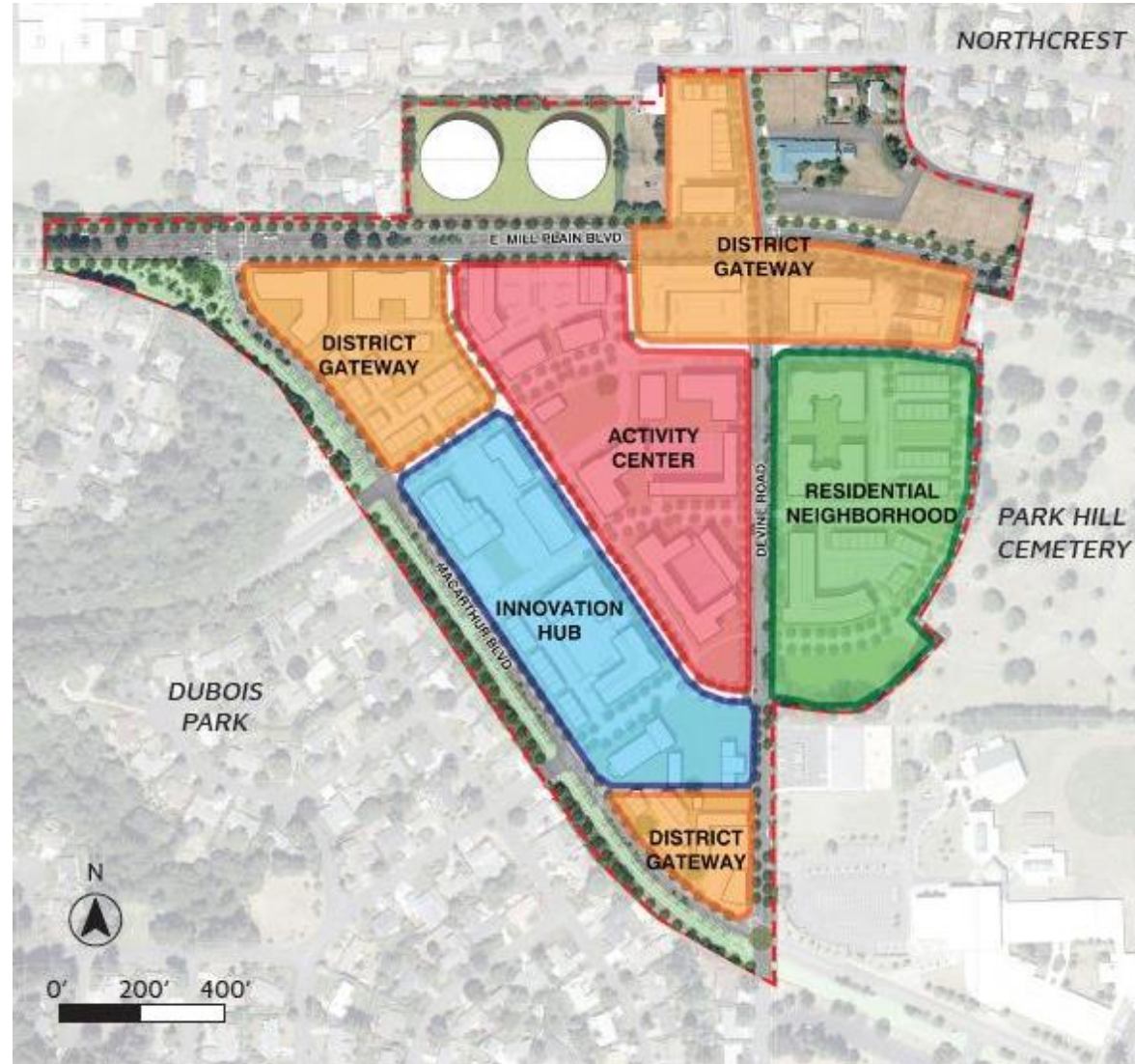
Chad Eiken, Community & Economic Development
Director, Chad.Eiken@cityofvancouver.us

Rebecca Kennedy, Long Range Planning Manager
Rebecca.Kennedy@cityofvancouver.us



cityofvancouver.us/TheHeights The Heights District Plan | 29

Redevelopment Area: Sub-Districts



Second Quarter Financial Update

VANCOUVER
CITY HALL

CITY OF
Vancouver
WASHINGTON

August 17

Natasha Ramras, Chief Financial Officer

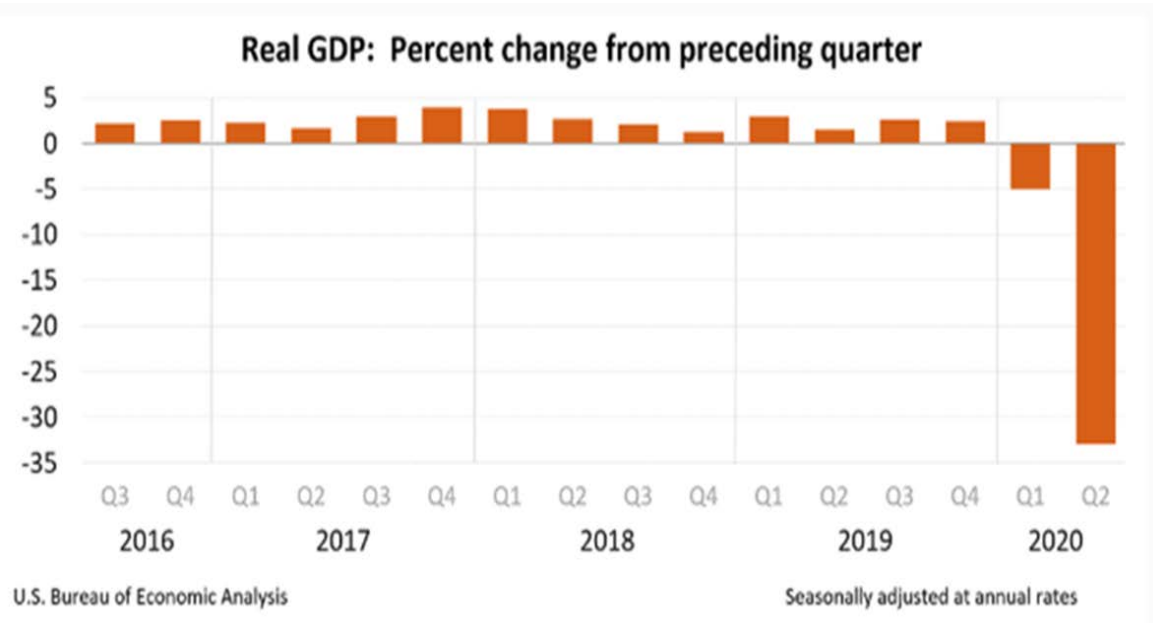
Presentation Overview

- Brief update on national economy
- Update of General Fund forecast
- Projections for the end of 2020

National Economy: GDP

4.8% reduction
(annualized) during
the first quarter of
2020

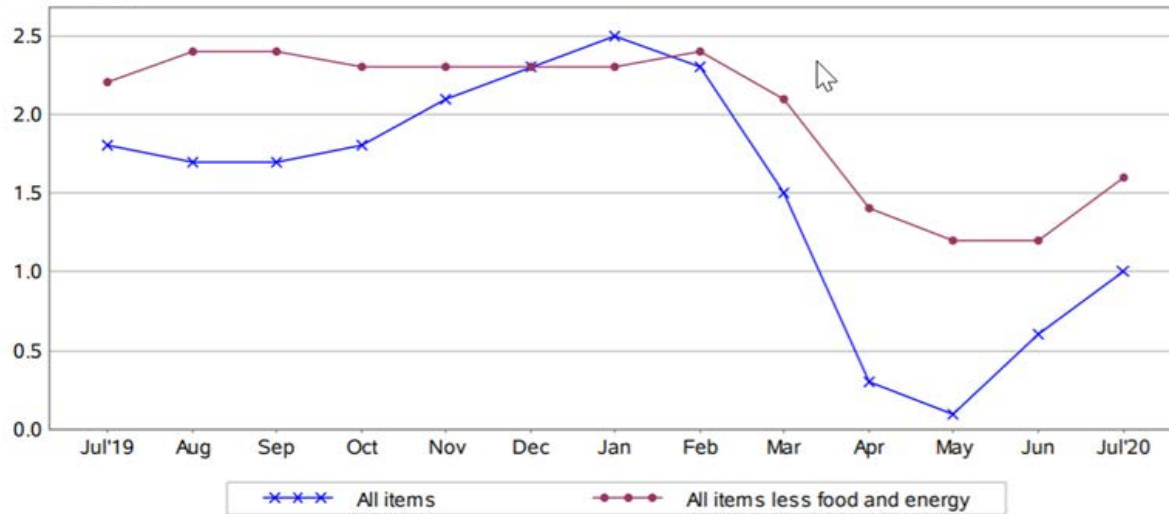
32.9% reduction
(annualized) during
the second quarter



National Economy: Inflation

As of July the national CPI-U hovered around 1% for the past twelve months.

Chart 2. 12-month percent change in CPI for All Urban Consumers (CPI-U), not seasonally adjusted, July 2019 - July 2020
Percent change



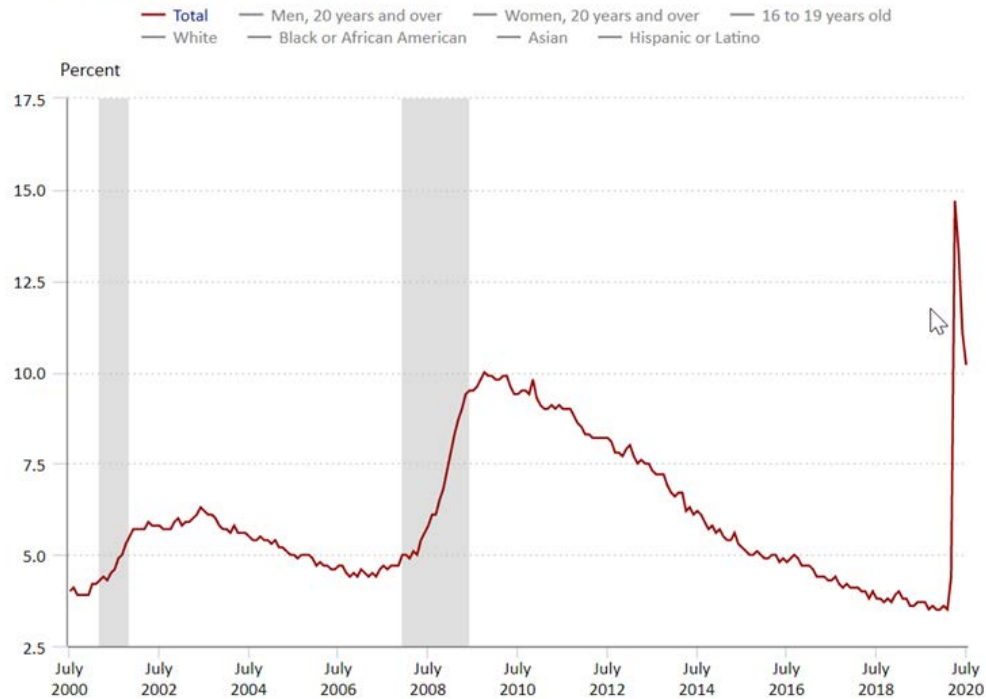
National Economy: Unemployment

Unemployment
remains historically
high

July reading – 10.2%

Civilian unemployment rate, seasonally adjusted

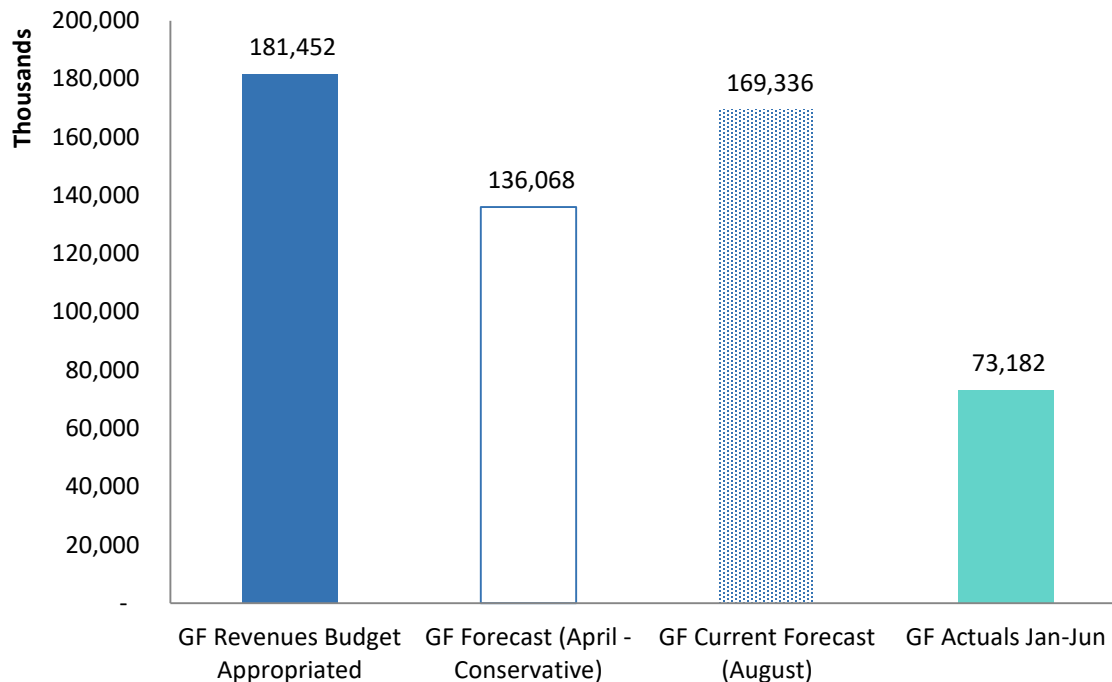
Click and drag within the chart to zoom in on time periods



General Fund: Forecasts to Actual

General Fund: Forecasts to Actual

■ GF Revenues Budget Appropriated □ GF Forecast (April - Conservative)
▤ GF Current Forecast (August) ■ GF Actuals Jan-Jun



Revenues are coming in significantly better than anticipated

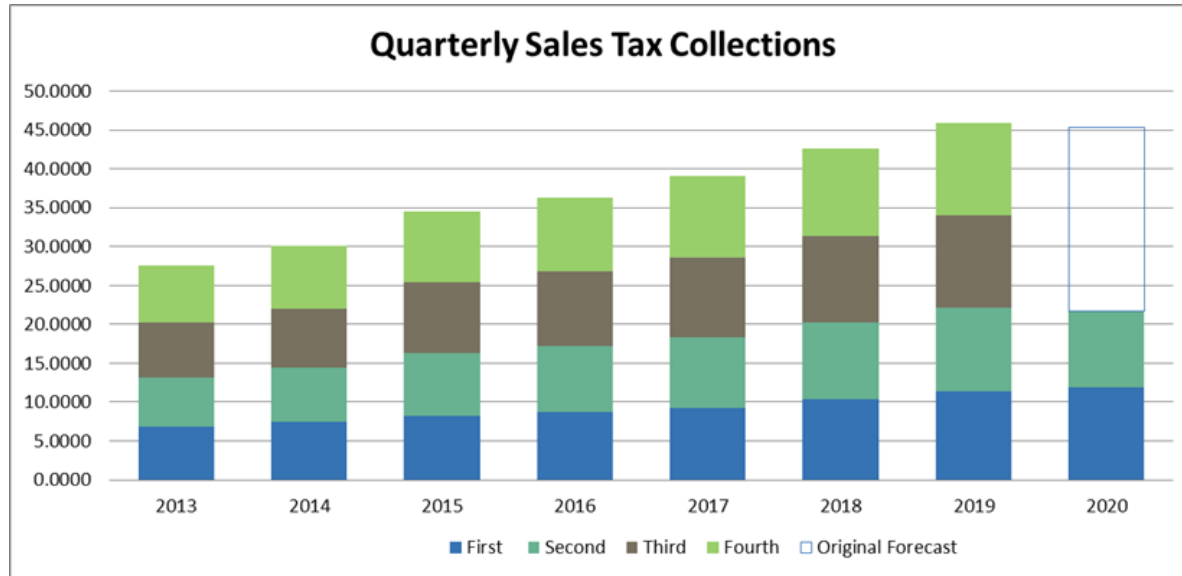
If no change in trends, the revenue gap will be in the \$15 million range

A fair amount of uncertainty remains

General Fund: Sales Tax

First quarter sales tax revenues were stronger than last year – 4.8% increase (\$10.9 mil)

Second quarter revenue was \$9.8 mil (\$1.4 mil below forecast)



Dollars in millions

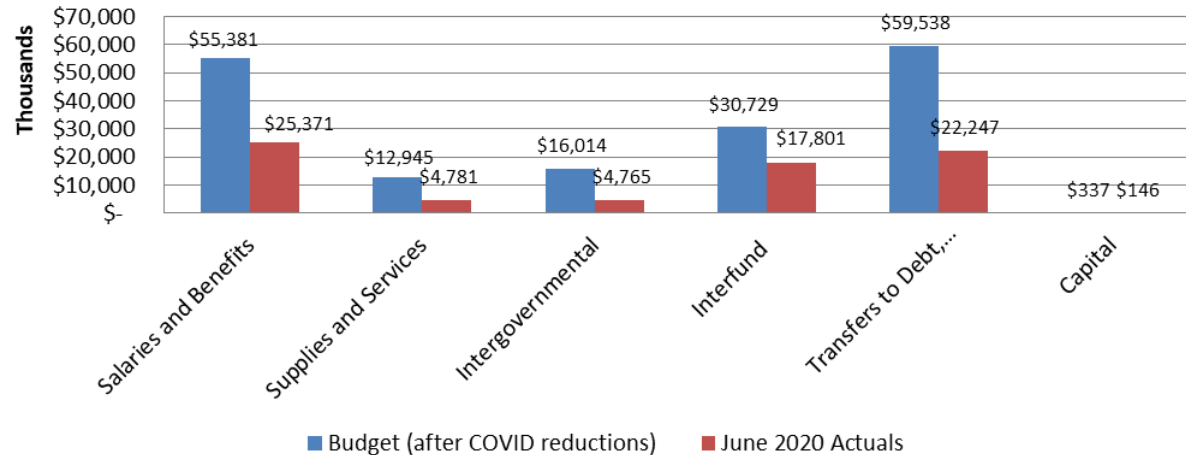


General Fund: Expenditures

2020 expenditures
are on track

The budget is tight

General Fund Expenditures: Budget vs. Actuals



Summary

- Revenue collection to-date are significantly better than anticipated
- Significant amount of uncertainty remains
- The updated forecast for 2021-22 will be developed in September (using August data)

Questions and Discussion

Financial & Management Services Department

- Natasha Ramras, CFO 360-487-8484