



Staff Report 096-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 8/10/2020

SUBJECT Bid Award -East Vancouver Phase 2 Sewer Improvements

Key Points

- The project will install approximately 3,371 linear feet of 8-inch gravity sewer mains providing 49 parcels with reliable sewer service.
- The City received 7 bids for the project.
- Staff proposes awarding a contract to the lowest, responsive bidder, Advanced Excavating Specialists of Longview, WA, at the bid price of \$594,713.84.

Strategic Plan Alignment

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

Present Situation

The East Vancouver Phase 2 project is proposed to be constructed under the Sewer Connection Incentive Program (SCIP). This project will provide reliable sewer service to 49 parcels by installing approximately 3,371 linear feet of 8-inch gravity sewer mains in NE Rosewood Ave, NE 107th Ave, NE 133rd Ave, NE 134th Ave and NE 71st St.

On July 7, 2020, the City received 7 bids for the subject project. The bids ranged between \$594,000 and \$906,000. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Advanced Excavating Specialists, LLC, Longview, WA	\$594,713.84
Clark and Sons Excavating, Inc, Battle Ground, WA	\$631,269.57
Halme Battle Ground, WA	\$640,981.12
Folden Construction, Vancouver, WA	\$754,623.35

Rotschy Vancouver, WA	\$835,094.09
Nutter Corporation, Vancouver, WA	\$849,015.22
Thompson Bros Excavating, Vancouver, WA	\$944,949.95
Engineers' Estimate	\$650,000.00

Based on the amount of the bid, this project falls within the \$500,000 to \$1,500,000 limits which requires a minimum apprenticeship utilization of 3%.

Advantage(s)

1. Provide reliable sanitary sewer service to residents.
2. Subsequent decommissioning of septic systems will protect the communities water supply.

Disadvantage(s)

None

Budget Impact

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

Prior Council Review

Funding previously reviewed by Council as part of the 2019-2020 Sewer Construction Fund Capital Budget.

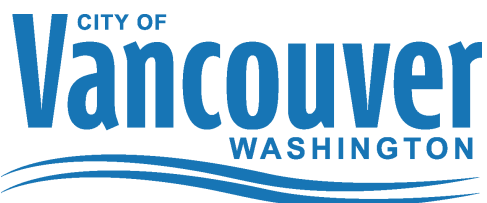
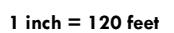
Action Requested

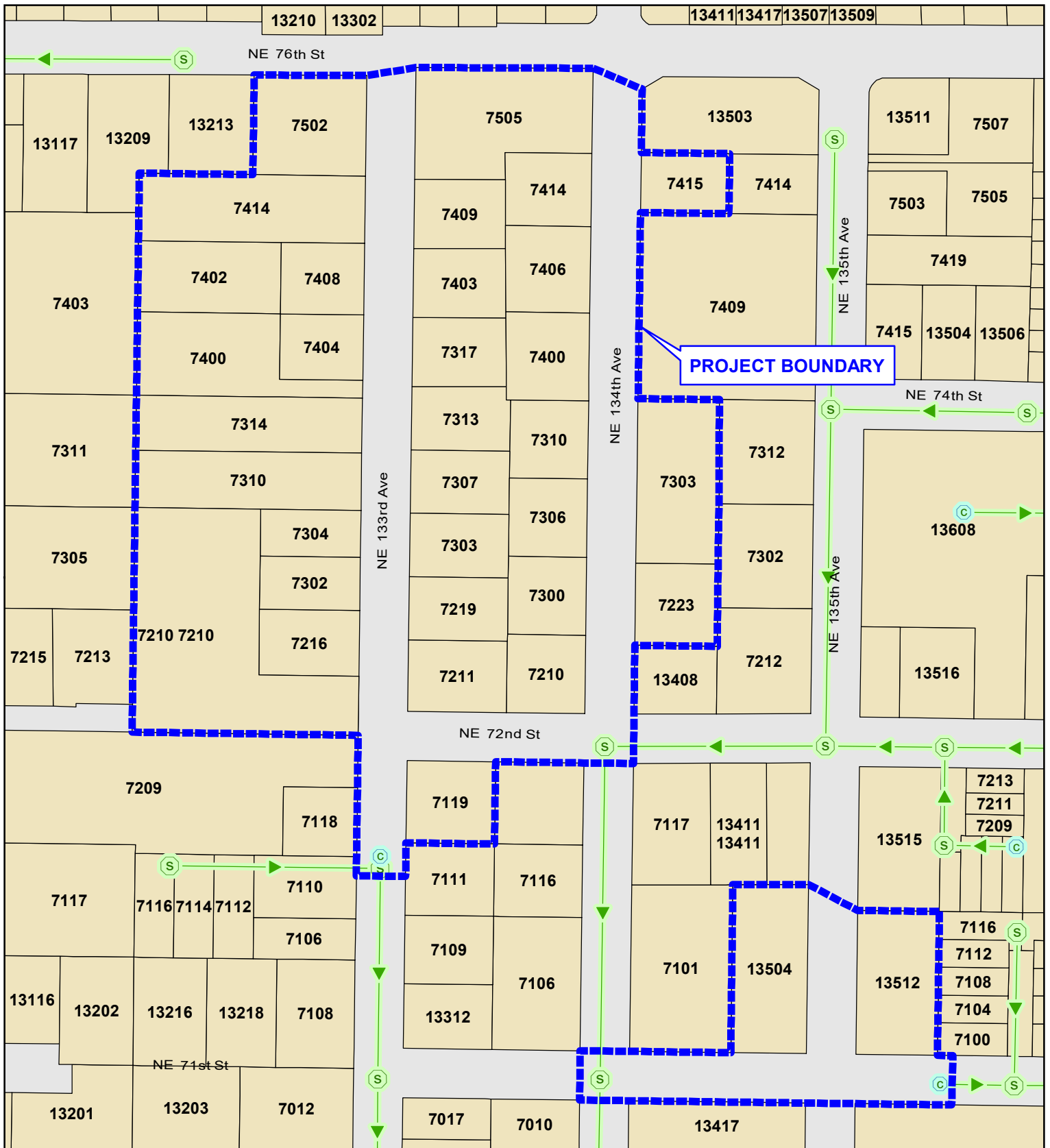
Award a construction contract for the East Vancouver Phase 2 Sanitary Sewer Improvement project to the lowest responsive and responsible bidder, Advanced Excavating Specialists of Longview, WA, at their bid price of \$594,713.84, which includes Washington State sales tax.

Sheryl Hale, Senior Engineering Supervisor, 487-7151

ATTACHMENTS:

- ▣ Project Boundary Map - East Vancouver Phase 2
- ▣ Contract - East Vancouver Phase 2

**Project Number: 083746**





CONTRACT # C-100368

BID 20-20: East Vancouver Phase II Sanitary Sewer Improvements

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 Advanced Excavating hereinafter referred to as "Contractor," whose address is Advanced Excavating, 1010 Columbia Blvd., Longview, WA 98632, hereinafter referred to "Parties."

WHEREAS, the City desires to engage the Contractor to provide public work and other related services for East Vancouver Phase II Sanitary Sewer Improvements. Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 20-20 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.

The contractor shall furnish and install approximately 3,371 linear feet of 8-inch gravity sewer main. The sewer will be installed in NE Rosewood Ave, NE 107th Ave, NE 133rd Ave, NE 134th Ave and NE 71st St, including laterals, manholes, and all appurtenances as shown on the plans and specified herein. The contractor shall restore the pavement where pipe trenching takes place and protect and/or restore other facilities as shown on the plans and specified herein, hereafter referred to as "Work."

The Work shall be fully complete within 55 working days from the Notice to Proceed (NTP) date.

- 2. EFFECTIVE DATE:** This Contract is effective as of _____.
- 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) \$594,713.84.
- 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 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.

- 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. ENTIRE AGREEMENT:** This Agreement incorporates in their entirety the City's Invitation to Bid (ITB) No. 20-20, the successful Contractor proposal as referenced in this Agreement, and the remainder of those items referenced in Section 31, which herein constitute the entire Agreement between the parties. 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.
- 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. ORDER OF PRECEDENCE: 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

Advanced Excavating
1010 Columbia Blvd
Longview, WA 98632

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:
Advanced Excavating

Eric Holmes, City Manager

By: (Proprietor, partner, or corporate president must sign)

Attest:

Natasha Ramras, City Clerk

Printed Name

Title

Approved as to form:

Jonathan Young, City Attorney



Staff Report 097-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 8/10/2020

SUBJECT Bid Award for Water Tower 6 Coatings & Improvements

Key Points

- Water Tower 6 is essential to the City's water system in providing safe, clean drinking water.
- This project provides new coatings on both the tank's interior and exterior as well as tank modifications that will improve access for City operations staff.
- Five (5) bids were received and HCI Inc. has been determined to be the lowest responsive and responsible bidder.
- HCI Inc. is anticipating exceeding the City's apprenticeship utilization goal of 3%.

Strategic Plan Alignment

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

Present Situation

Water Station 6 is a 4.4-acre site located outside of City of Vancouver limits in Clark County, adjacent to Kunze Farms at 5800 NE 53rd St. The Water Station 6 site has been used for both water production and elevated water storage since the City purchased the property. The existing water tower was built in 1963 and holds up to 1.0 million gallons of water. Combined with two other elevated water towers at other locations, the Water Station 6 tower provides northeast Vancouver with the water and the hydraulic pressure for drinking water & fire protection. All three water towers were recently retrofitted to better withstand a seismic event.

This project provides a new internal and external coating as well as improved operator access to the tower. The access improvements will allow Vancouver water operations staff to safely access the top of the tower. The previous Tower 6 coating replacements were conducted in 1987 and 1993 for the interior and exterior, respectively. The typical life expectancy of coating on a steel water tank like Water Tower 6 is approximately 30 years for both the internal and external coating.

On July 7, 2020, the City received five (5) total bids of which three (3) were responsive for the subject project. The responsive bids ranged between \$1,305,829.76 and \$1,339,282.00. The bids are as follows:

SUMMARY OF RESPONSIVE BIDS	
BIDDER	AMOUNT
HCI Inc., Vancouver, WA	\$1,305,829.76
S&K Painting, Clackamas, OR	\$1,313,808.00
Long Painting, Kent, WA	\$1,339,282.00
Purcell, Tukwila, WA	Non-responsive
Southern Iron and Bridge, Tarpon Springs, FL	Non-responsive
<i>Engineers' Estimate with tax</i>	<i>\$1,355,000.00</i>

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

Contractor acknowledges the City's desire for Apprenticeship Utilization on this project and is anticipating exceeding the 3% goal.

Advantage(s)

1. Provides new interior and exterior coatings to Water Tower 6.
2. Increases longevity of the water storage structure by protecting the steel material with multiple layered coatings.
3. Improves safe operator access to the tower with improvements to reach the tower's roof for maintenance and water testing.

Disadvantage(s)

None

Budget Impact

The funds for this project are budgeted in the Water Fund, 2019-2020 Capital Budget.

Prior Council Review

Project approved in the 2019 - 2020 Water Capital Improvement Budget.

Action Requested

Award a construction contract for the Water Tower 6 Coatings and Improvements project to the lowest responsive and responsible bidder, HCI Industrial & Marine Coatings of Vancouver, WA at their bid price of \$1,305,829.76, which includes Washington State sales tax; authorize the City Manager to take any legal action necessary to enforce the terms of the same.

Tyler Clary, Water Engineering Program Manager, 487-7169

ATTACHMENTS:

- ▣ Contract



CONTRACT # Supplier Contract #
BID 20-16: Water Tower 6 Coatings and Improvements

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 HCI Industrial & Marine Coatings hereinafter referred to as "Contractor," whose address is 4612 NE Minnehaha Street, Vancouver, WA 98606, hereinafter referred to "Parties."

WHEREAS, the City desires to engage the Contractor to provide public work and other related services for Water Tower 6 Coatings and Improvements. Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 20-16 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 improvements at an existing, 1.0 million gallon, elevated drinking water storage tank. The improvements include an interior coating blast and recoat, an exterior cleaning with overcoat with removal/replacement of tank access and safety appurtenances.

Any required steel repairs or patching will be performed as needed, and other work, all in accordance with the attached plans, exhibits, general conditions, requirements and specifications.

The City owns the elevated steel water tank located at 5800 NE 53rd St., Vancouver, Washington 98661. The water tower is hereby referred to as Water Tower No. 6 (WT-6). WT-6 was constructed in 1963 reaching a total height of approximately 130 feet with an 85-foot diameter bowl storing the 1,000,000 gallons.

The water tank must remain in operation and full during the high water use period from May 1st to September 15th. Consideration must be given to dew point and possible condensation during this coating project if work is completed with the tank full of roughly 52 to 55 degree drinking water.

The work under the contract shall be fully completed within **150** working days. Moreover, the Water Tower can be out of service for no longer than **90** calendar days during the project execution.

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) \$1,397,969.76.

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 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".	Contract Value

- 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 Agreement incorporates in their entirety the City's Invitation to Bid (ITB) No. 20-16, the successful Contractor proposal as referenced in this Agreement, and the remainder of those items referenced in Section 31, which herein constitute the entire Agreement between the parties. 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.

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

Joseph Cornelius
HCI Industrial & Marine Coatings
4612 NE Minnehaha Street
Vancouver, WA 98606

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:
HCI Industrial & Marine Coatings

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

The Heights District Plan

VANCOUVER
CITY HALL



August 10, 2020
City Council First Reading

Chad Eiken, CED Director
Rebecca Kennedy, Planning Manager

Presentation Overview

- Overview of Public Outreach and Engagement
- Community Engagement Reflected in the Plan
- Parking Strategy and Policy Updates in the Plan
- Shared Street Design
- Next Steps
- Questions and Discussion

Community Engagement Strategy

Community Open
Houses

Online Surveys

Stakeholder
Interviews

Community
Advisory
Committee

Technical Advisory
Committee

Property Owner
Meetings

Neighborhood
Assoc. Meetings
& Interviews

Coffee Talks

Planning
Commission & City
Council

Community Engagement Strategy

- Three in-person and online community open houses at each major phase of the planning process: Visioning, Potential Frameworks, and Tower Mall Redevelopment Area Plan
- 20-member Community Advisory Committee (CAC) who met regularly throughout the process, provided guidance and input on all aspects of the Plan, and helped shape the recommendations
- Leadership Summit



Community Engagement Strategy

- Presented at Neighborhood Association meetings 25 times
- Presented to or met with faith institutions, service providers, businesses, and community-based organizations
- Four “coffee talks” for drop in conversations with individuals and small groups of community members
- Multiple presentations to school parent groups, and engagement of youth McLoughlin Middle School Leadership students
- Individual and small group meetings with a variety of community members, neighborhood residents, and other stakeholders
- Reside Vancouver: Anti-Displacement Strategy

Community Engagement Reflected in the Plan



Concern: Gentrification and displacement of existing low- and moderate-income residents

Response:

- Target 25-40% of new units as below market (less than 100% AMI)
- Target a minimum of 250 units affordable to households earning at or below 60 percent of Area Median Income (AMI)
- Retain existing local businesses; include new MWDBE businesses
- Prioritize family-wage jobs and other community benefits
- Implement Reside Vancouver: Anti-Displacement Strategy
- Increase affordable homeownership opportunities



Concern: Retain local businesses

Response: Commitment (through implementation plan) to retain existing local businesses and service providers where possible

Community Engagement Reflected in the Plan



Concern: Diversion traffic in neighborhoods

Response:

- Improvements to arterial streets will decrease diversion and improve intersection function (i.e. roundabout at Andresen and MacArthur)
- Commitment 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.
- Sufficient parking within redevelopment area; managed parking to ensure efficiency of use of parking assets; transportation demand management strategies as part of new development; functional and aesthetic integration of transit to support increased ridership



Community Engagement Reflected in the Plan



Concern: Speeding/history of accidents on Andresen Road

Response:

- Proposed roadway retrofit on Andresen that would decrease travel lanes from two to one in each direction, decrease speed limit, add traffic calming in key areas, and add protected crossings

Concern: Transportation improvements could increase congestion in the short-term if not phased appropriately

Response:

- Prioritize and phase transportation investments so that existing bottlenecks are addressed first, including the MacArthur-Lieser-St. Helen's intersection
- Travel lane reduction on Andresen should be done concurrently or after construction of roundabout at Andresen and MacArthur

Community Engagement Reflected in the Plan



Enhanced Accessibility for people with disabilities and the mobility-challenged

- Enhanced accessibility at entryways and in public spaces
- Emphasis on universal design (ADA not enough)
- Wayfinding that is accessible to the visually challenged; enhanced safety at arterial crossings



***Concern:* Sustainability certification system to ensure redevelopment meets CAC goals around health, equity, wellness**

***Response:* Selected for Fitwel pilot project and pursuing certification**

Community Engagement Reflected in the Plan



Concern: Density and number of housing units

Response: Reduction of number of units and building heights in the Tower Mall Redevelopment Area, from 1,800 to 1,340 units



Concern: Compatibility with adjacent established neighborhoods

Response:

- New zoning to require transition areas with height reductions at edges of redevelopment area
- Established neighborhood gateway sub-district with design guidelines to enhance compatibility
- Updated policy language related to parking, including a tiered parking structure that will require additional off-street parking for parcels that abut existing single family development



Community Engagement Reflected in the Plan



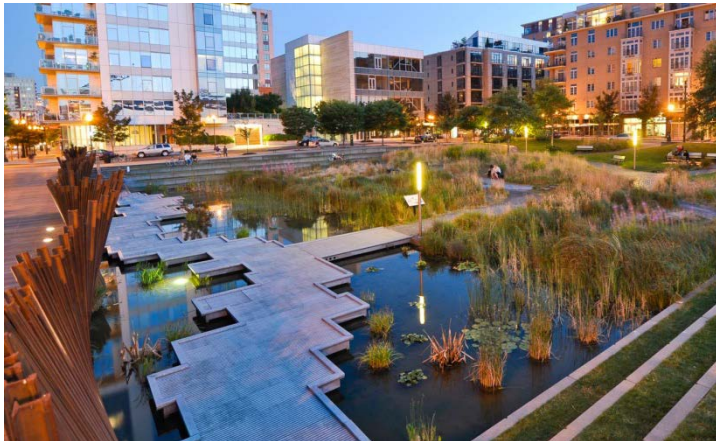
Concern: Green space and tree canopy

Response:

- Added elements of Grand Park to the Loop concept, including the neighborhood park
- Added significant additional tree canopy and preserved large trees along Devine
- Added neighborhood loop to increase access to significant existing green space just outside the District



Community Engagement Reflected in the Plan



Concern: Capitalize on the height of the Heights, provide unique public amenities that attract people from across the region

Response:

- Publicly accessible rooftop space on civic building, looking over loop and into central urban plaza in heart of activity center
- Public art, programming and a central feature that brands the district
- World class placemaking that draws people from around the region and feels authentic to the Heights

Other Changes to Reflect Community Feedback



Protect single family neighborhoods:

- Specific standards for District Gateway transition zones, including provisions for **building height, setbacks, buffering** and other design features that will provide for appropriate transitions to existing single-family neighborhoods
- Church properties removed from properties recommended to be rezoned during first phase of implementation; any future rezone proposals for these properties will go through the City's Annual Review process, which requires separate PC and CC review

Extend Draft EIS (DEIS) Public Comment Period

- Extended the DEIS public comment period to be 120-days to allow sufficient time based on comments received

Parking Strategy: Required vs. Provided

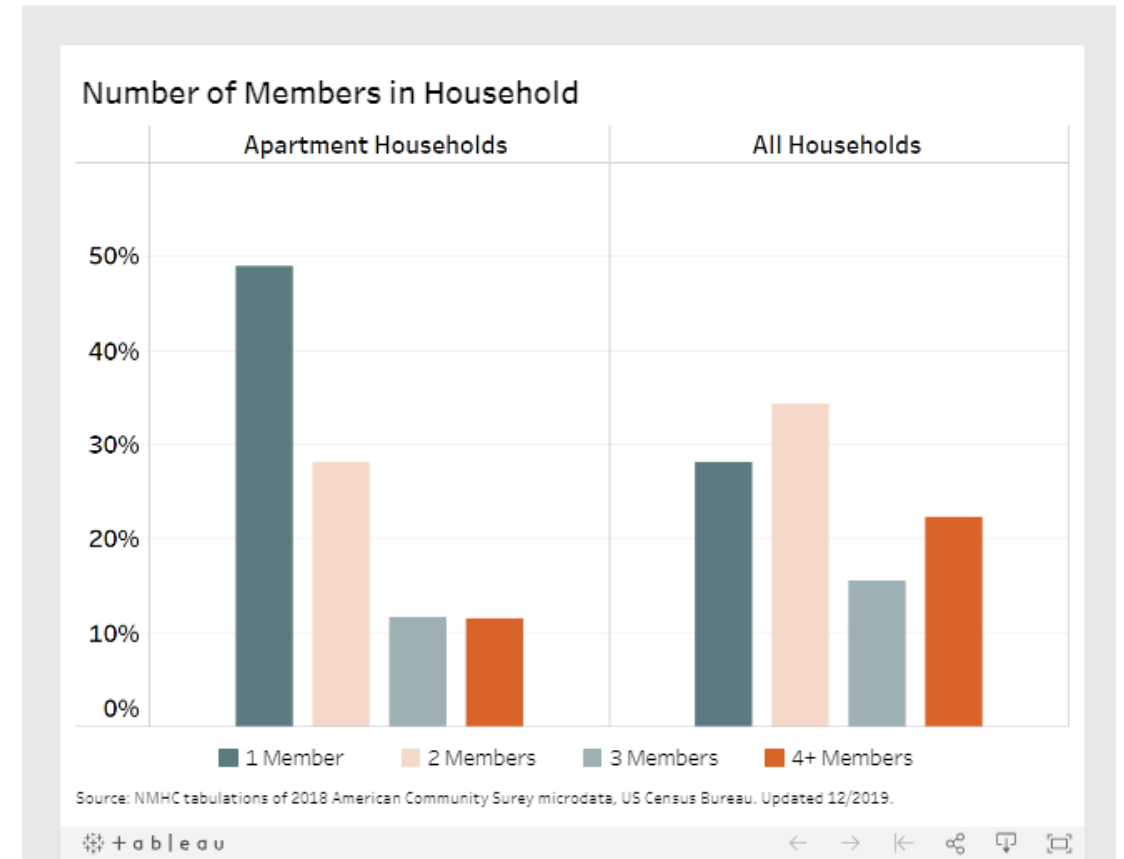
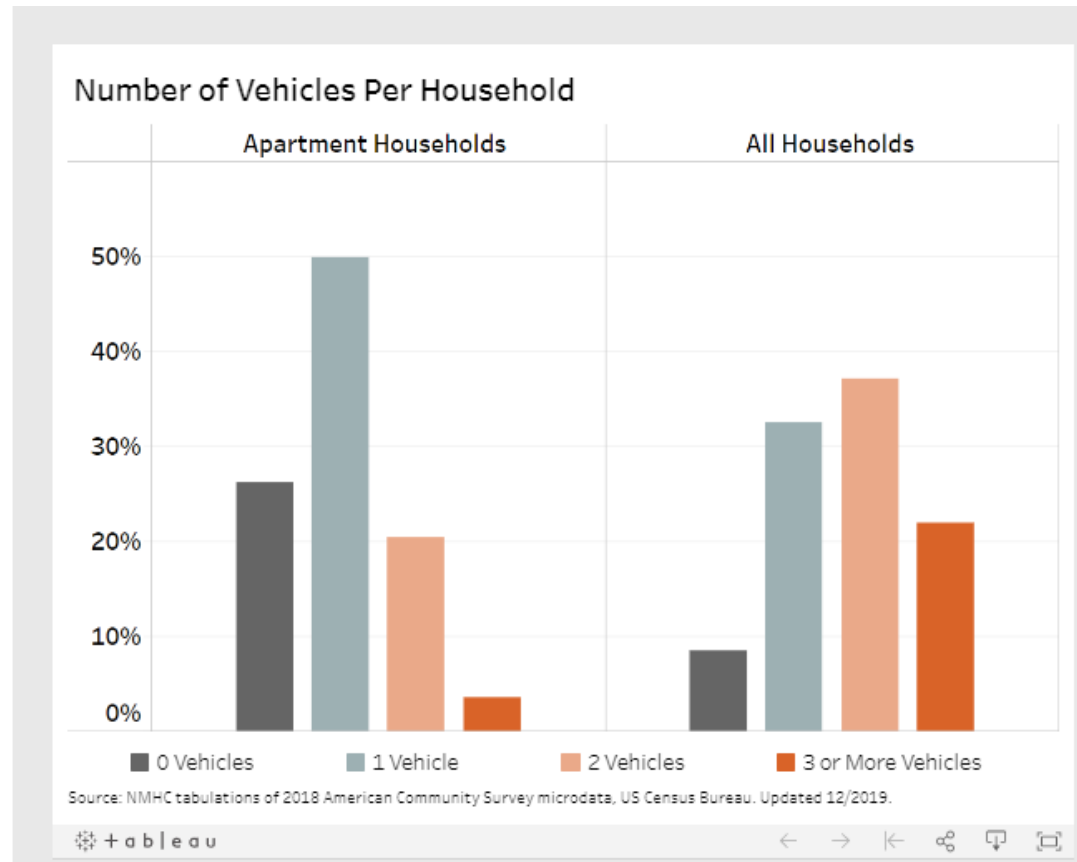
- Parking provided by the site plan/proposed development program (includes within blocks, internal streets, and adjacent exterior streets as proposed)
 - Without additional on-street spaces along MacArthur: **2,161**
 - With additional on-street spaces along MacArthur: **2,212**

Retail Off-Street Parking Requirements

Existing vs. Proposed Off-Street Parking Requirements

Zoning	Off-Street Parking Requirements	Estimated Parking Provided
Community Commercial (CC)	1/400 square feet	140 spaces
Heights-specific Mixed-Use (HX)	No off-street required	On-street parking as proposed (internal and adjacent external streets): 405 spaces On-street parking with additional spaces on MacArthur: 465 spaces

Parking Strategy: Required vs. Provided



Policy Updates: Land Use Element

- **Added New Policy, L-13:** Implement a tiered parking strategy that utilizes the sub-districts framework and requires higher minimum parking ratios for areas that directly abut existing single-family development, and allows for reduced minimum parking ratios in areas that do not abut single-family development when combined with enhanced transportation demand management strategies.
- **Added New Policy, L-14:** Pursue strategies for ensuring an adequate supply of event overflow parking, including agreements with the school district for use of their surface parking lots for events when not utilized for school-related activities.

Policy Updates: Mobility Element

- **Added New Policy, C-14:** Identify opportunities for adding additional on-street parking along MacArthur Blvd and other arterials where possible to ensure adequate parking for events and visitors.

Policy Updates: TMRA Parking Strategy

- **Added Strategy:** In order to ensure compatibility with existing single family neighborhoods located on the periphery of the redevelopment area, the parking strategy should implement a tiered parking strategy that utilizes the sub-districts framework and requires higher minimum parking ratios for areas that directly abut existing single family development, and allows for reduced minimum parking ratios in areas that do not abut single family development when combined with enhanced transportation demand management strategies.

Policy Updates: TMRA Parking Strategy

- Updated text with new underlined language:
 - Within the mixed-use Activity Center, a combination of below and above grade parking is proposed. A shared parking approach is encouraged between daytime office employment parking uses and evening residential uses to maximize efficiency. In addition, parking agreements for surface lots with nearby schools should be pursued for events that to not conflict with school-related activities. The shared parking approach will accommodate higher demand without compromising placemaking.

Policy Updates: TMRA Parking Strategy

- Explanatory text for the parking strategy table has been updated to be consistent with new policy language and more clearly reflect the parking strategy being proposed

Parking: Tower Mall Redevelopment Area

- All data is preliminary and based on a planning level analysis
- Based on proposed uses
- Assumes mixed-use zoning, except for Northcrest Church property
- Assumes parking reductions in areas that do not abut existing single-family development when combined with enhanced Transportation Demand Management (TDM) strategies
- On-street parking supports retail and event activity, and provides additional parking for overflow from other uses

Street Design Elements

- Design speed in the Redevelopment Area core: 15-20 mph
- Average block length: 200-250 feet
- Stop signs at each internal intersection
- A walkable urban form with wide sidewalks, on-street parking, street trees, stormwater features, and other design elements

Based on NACTO standards, utilizing a shared lane facility where cyclists and vehicles share the same space within core development area meets complete streets standards and does not require separate facilities.

Other Street Design Elements to Ensure Slow Speeds

- Building lines—limiting setback distances through zoning/development standards creates visual friction
- Street trees—create visual friction and provide human and environmental health benefits
- On-street parking—if adjacent to narrow travel lanes that may be delineated through striping/other markings, on-street parking creates visual friction (can provide stormwater management through pervious pavers)
- Bulbouts/curb extensions—shorten pedestrian crossing distances, provide stormwater management opportunities through planting strips

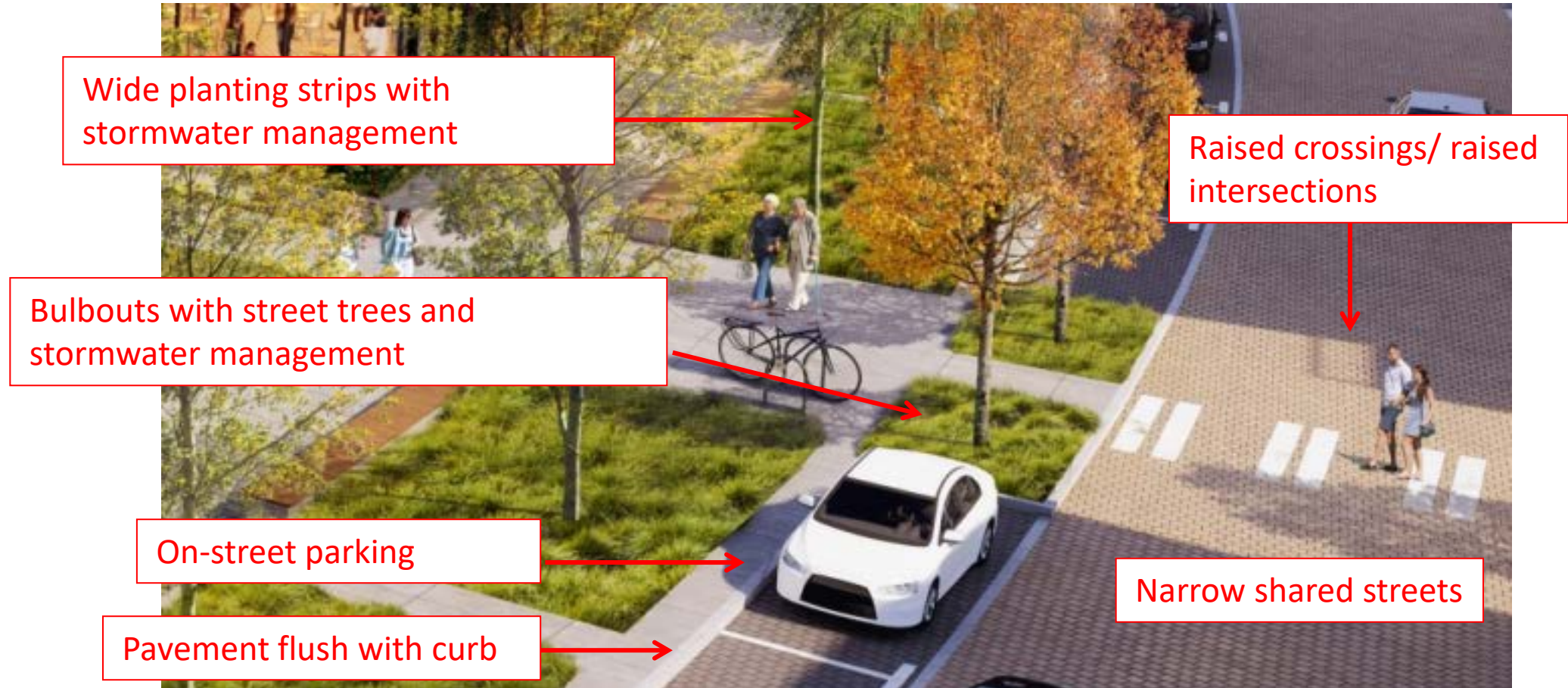
Other Street Design Elements to Ensure Slow Speeds

- Vertical calming in street — raised pedestrian crossings, raised intersections, speed cushions, speed tables
- Narrowed street widths at intersections and between blocks – 10' travel lanes on internal street system
- Frequency of intersections and limitations on block lengths
- Stormwater management in street - rain gardens, bio-swales, larger planting strips and other stormwater management infrastructure will be incorporated in the street, at bulb outs, along travel lanes, and in planting strips

Other Street Design Elements to Ensure Slow Speeds

- Textured/pervious pavement that is flush with the curb- this helps to reinforce pedestrian priority operation of the street and delineate a non-linear path of travel and narrow vehicle travel area
- Street furniture- including bollards, benches, planters, lights, sculptures, and trees- provide definition to a shared space and delineate the travel way from the pedestrian exclusive areas
- No center line – reinforces that streets are shared

Heights Traffic Calming Opportunities



Shared Street Design



Next Steps

- **August 17:** City Council Public Hearing for Plan
- **Fall 2020:** Initial implementation steps, including separate PC and CC processes for adoption of new HX zoning district and design guidelines

Questions and Discussion

VANCOUVER
CITY HALL

Rebecca Kennedy, Planning Manager
(360) 487-7896, Rebecca.Kennedy@cityofvancouver.us

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



www.cityofvancouver.us/TheHeights



Staff Report 098-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 8/10/2020
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 10, 2020, approve ordinance on first reading, setting date of second reading and public hearing for Monday, August 17, 2020.

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).

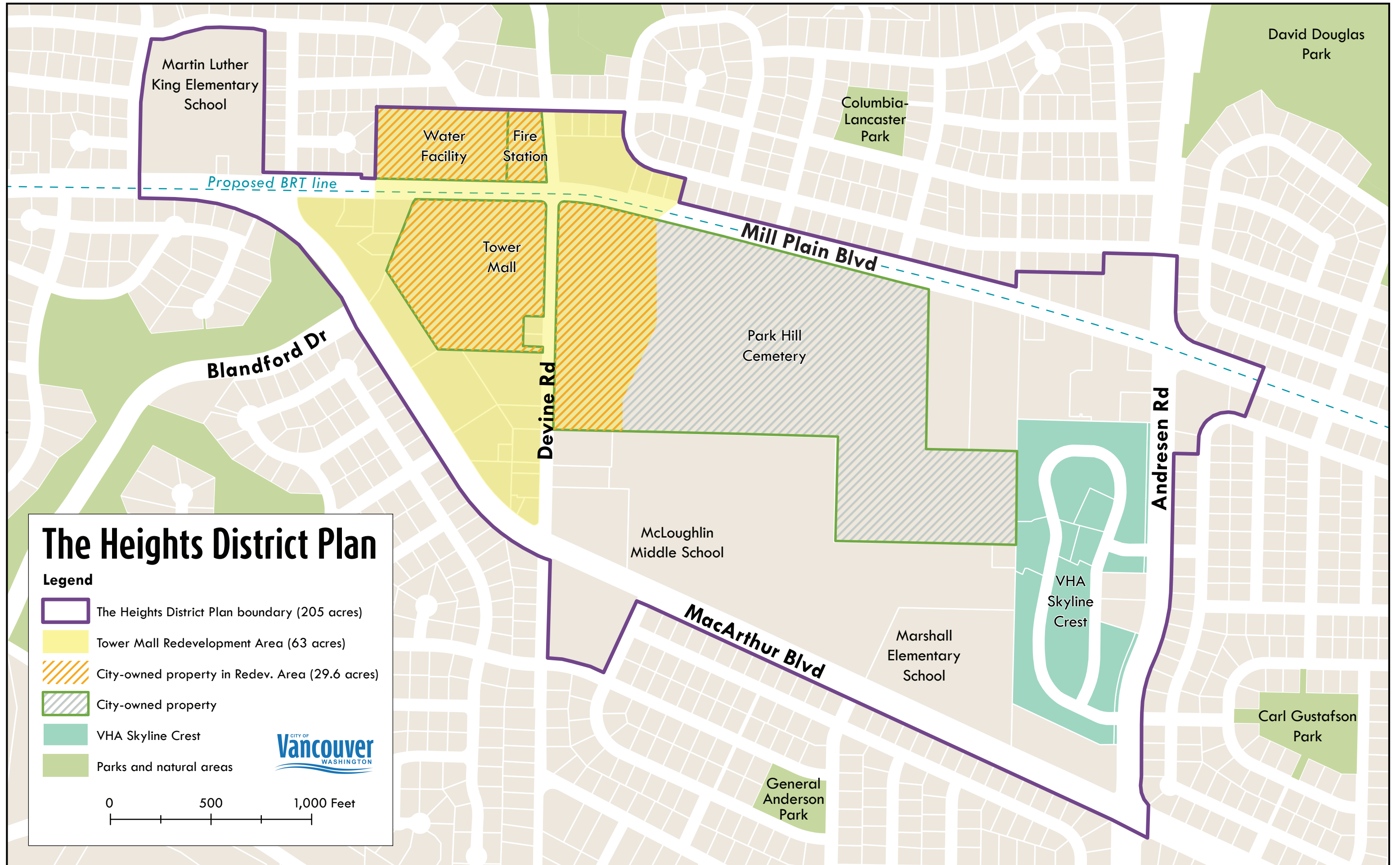


Exhibit B

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

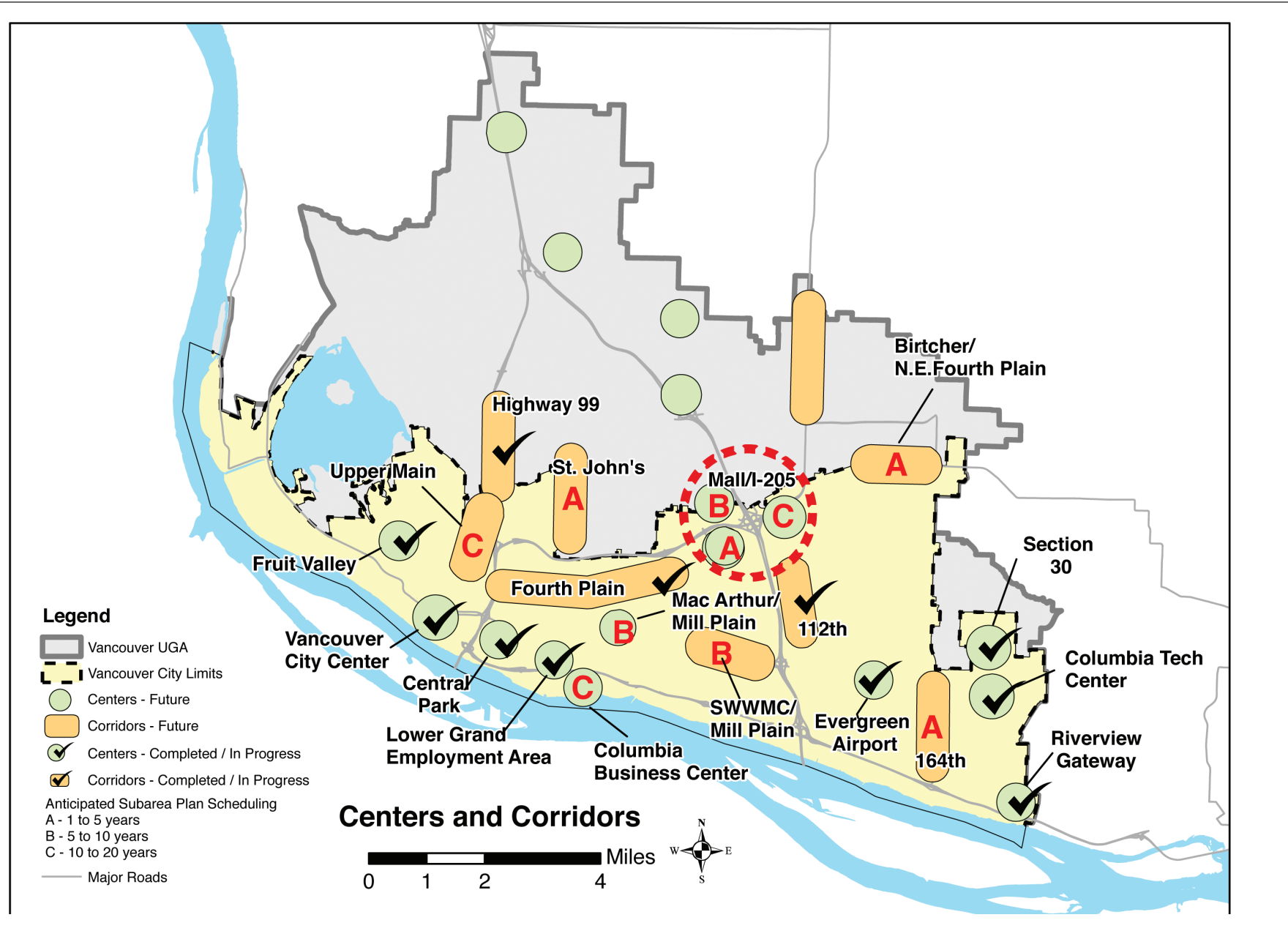


Figure 1-2. Comprehensive land use map showing designated types and intensities of land use allowed throughout the City of Vancouver. Source: City of Vancouver GIS.

TO: Planning Commission

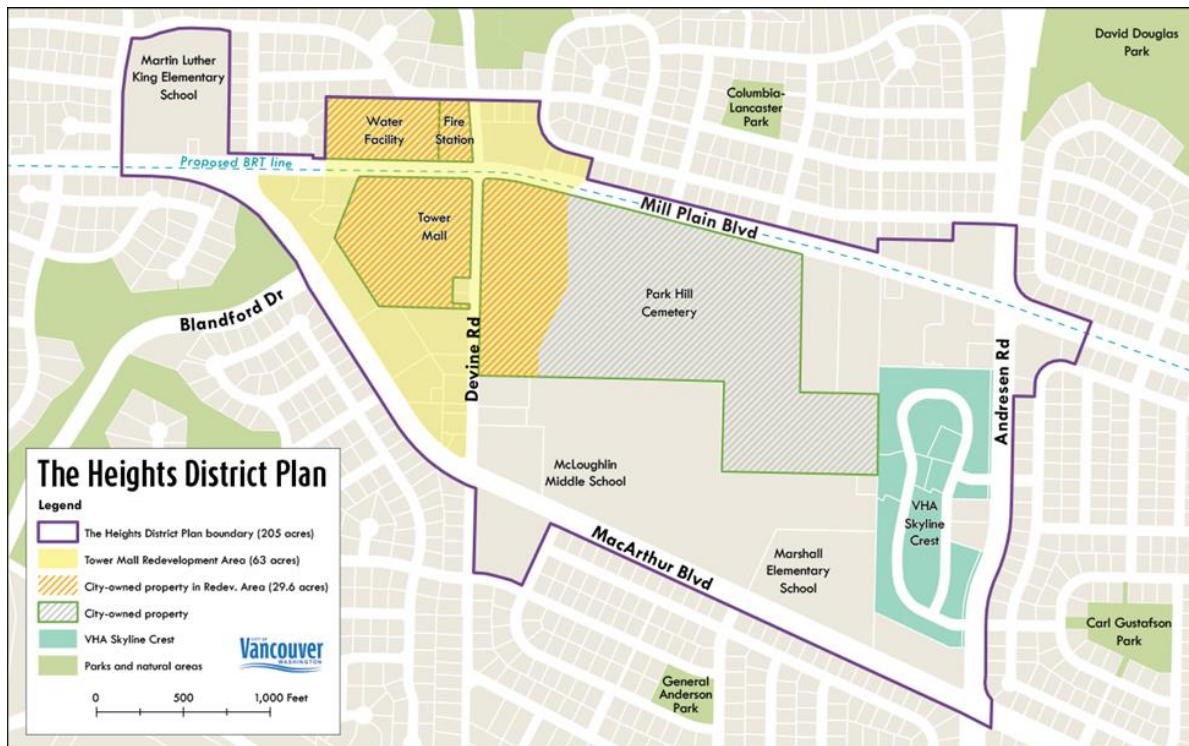
FROM: Rebecca Kennedy, Planning Manager; Bryan Snodgrass, Principal Planner; and Cayla Cothron, Associate Planner; Community and Economic Development Department

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>
--	-----------	--

- 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](#)

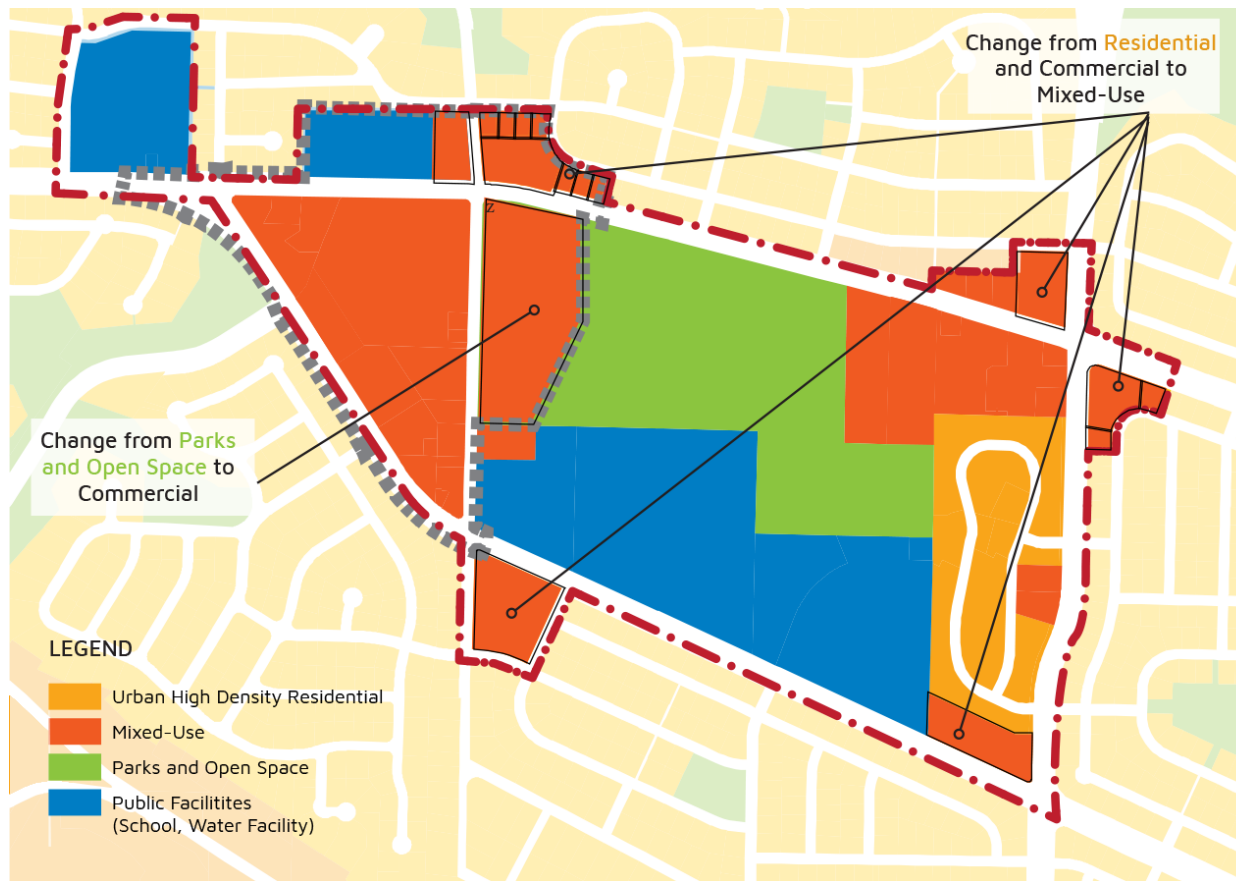
Attachments:

- 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

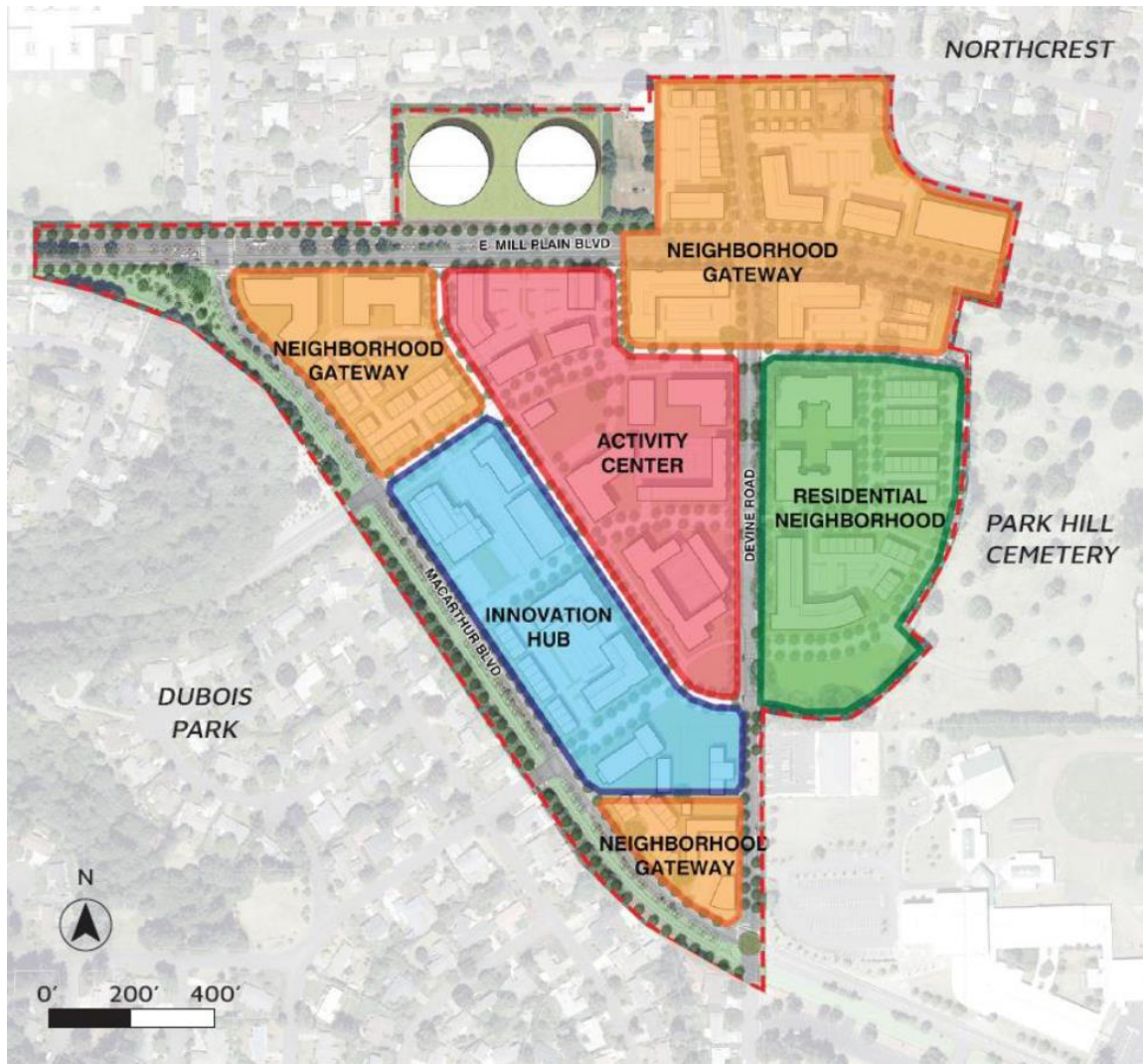
ATTACHMENT A: MAP OF THE HEIGHTS DISTRICT STUDY AREA



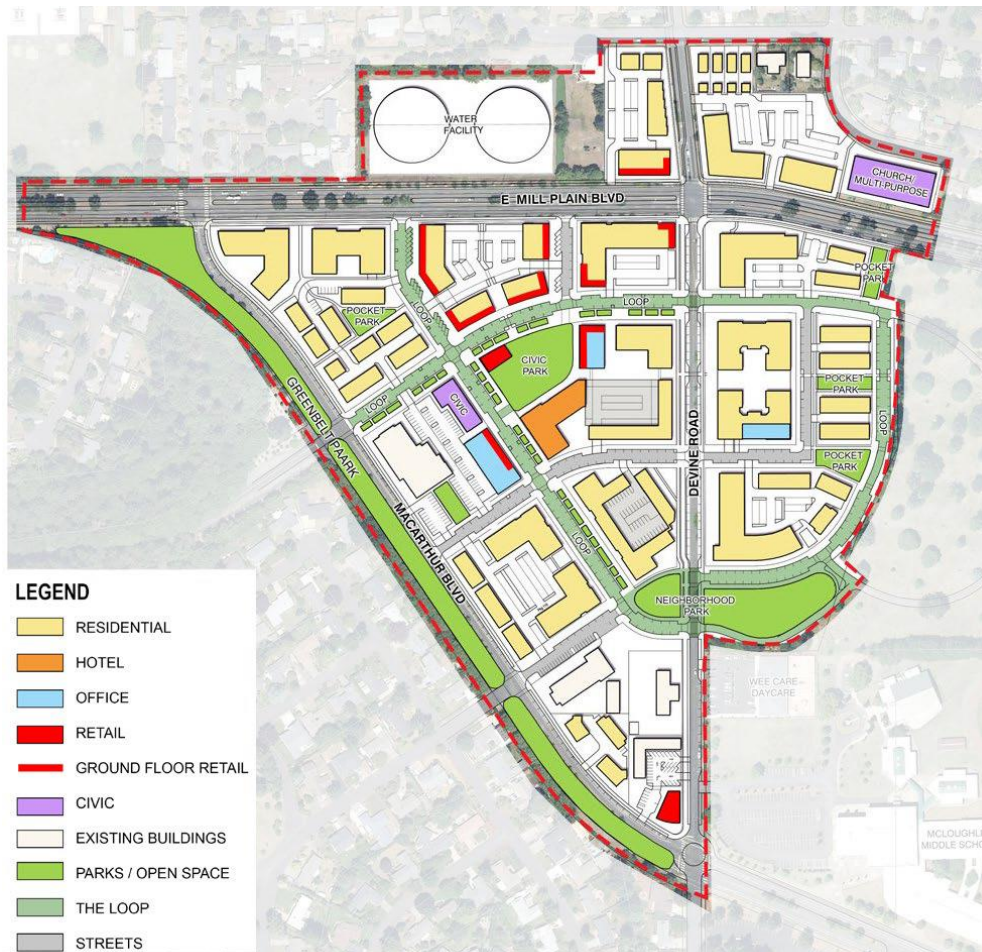
ATTACHMENT B: PROPOSED HEIGHTS DISTRICT GENERAL LAND USE PLAN



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

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:

\$ 2,345,651.28 this 10th day of August 2020.

MAYOR



AUDITING OFFICER

COUNCILMEMBER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
July 29 - August 3	Accounts Payable Checks (see attached)	\$ 2,225,024.48
July 29 - August 3	Hansen City Payments (see attached)	\$ 2,530.61
July 29 - August 3	Visa Refunds (see attached)	\$ 856.00
July 29 - August 3	Payroll Checks (see attached)	\$ 117,240.19
TOTAL		\$ 2,345,651.28

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Manual Wire	No Reference	7/21/2020	31,095.16	Gallagher Bassett Services Inc	
Supplier Payment	Manual Wire	No Reference	7/28/2020	8,446.66	Bank Of America N.A. - Remit-To: Charlotte NC	
Procurement Card Payment	Manual Wire	No Reference	7/28/2020	387,855.60	CoV Procurement Card	
Supplier Payment	Manual Wire	No Reference	7/28/2020	22,359.56	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire	No Reference	7/28/2020	332,230.29	State of Washington Department of Revenue	
Supplier Payment	Manual Wire	No Reference	7/29/2020	26,495.84	Gallagher Bassett Services Inc	
Supplier Payment	Manual Wire	No Reference	7/30/2020	78.00	State of Washington Department of Licensing	
Supplier Payment	Manual Wire	No Reference	8/3/2020	146,342.55	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	8/3/2020	4,273.80	Internal Revenue Service	
Supplier Payment	Manual Wire	No Reference	8/3/2020	13,484.20	Washington Dental Service	
Expense Payment	Direct Deposit	EFT-00065286	7/30/2020	113.75	Bryan Benes	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00065287	7/30/2020	350.00	Bradley French	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00065288	7/30/2020	25.00	Dustin Nicholson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00065289	7/30/2020	34.00	Jose Huertos-Amaro	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00065290	7/30/2020	125.00	Justin Kelson	Employee Reimbursement
Supplier Payment	EFT	EFT-00065291	7/30/2020	168.02	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00065292	7/30/2020	216.00	Rotsch Inc	
Supplier Payment	EFT	EFT-00065293	7/30/2020	3,312.44	RELX Inc.	
Supplier Payment	EFT	EFT-00065294	7/30/2020	190.00	T2 Systems Inc	
Ad Hoc Payment	Check	15259	7/29/2020	58.40	ADT LLC	MPE-279870
Ad Hoc Payment	Check	15260	7/29/2020	75.00	BETHEL COMMUNITY CHURCH	VOUCHER 2007883.030
Ad Hoc Payment	Check	15261	7/29/2020	2,000.00	Clark County Title	reconveyances x10
Ad Hoc Payment	Check	15262	7/29/2020	29.68	Dennis & Candace Schlenker	Utility Refunds: 0165000070-04
Ad Hoc Payment	Check	15263	7/29/2020	100.00	Dode Jackson	200721. Treefund
Ad Hoc Payment	Check	15264	7/29/2020	76.66	Dwight E and Tracie L Denman	Utility Refunds: 0000008774-02
Ad Hoc Payment	Check	15265	7/29/2020	500.00	Globe,Jonathan	Utility Refunds: 0070091092-03
Ad Hoc Payment	Check	15266	7/29/2020	73.00	HeatGuy Electrical LLC	MPE-284517
Ad Hoc Payment	Check	15267	7/29/2020	58.40	Henco Plumbing Services	MPE-283968
Ad Hoc Payment	Check	15268	7/29/2020	1,098.00	JAKE FEASEL	VOUCHER 2007882.030
Ad Hoc Payment	Check	15269	7/29/2020	25.00	James Litton	refund overpmt pkg cit 0100909
Ad Hoc Payment	Check	15270	7/29/2020	155.71	JENNA L AND JEFFEREY P BROWN	Utility Refunds: 0045028181-03
Ad Hoc Payment	Check	15271	7/29/2020	443.55	Jennifer Carlson	refund pkg permit COV07249
Ad Hoc Payment	Check	15272	7/29/2020	132.72	Jesse Stokes	Utility Refunds: 0000006304-02
Ad Hoc Payment	Check	15273	7/29/2020	78.58	Katherine Waters	refund overpmt 600 SCIP loan
Ad Hoc Payment	Check	15274	7/29/2020	183.00	KIMBERLY PERRY	VOUCHER 2007879.030
Ad Hoc Payment	Check	15275	7/29/2020	60.49	Korotin,Igor and Vera	Utility Refunds: 0157030170-01
Ad Hoc Payment	Check	15276	7/29/2020	22.81	McKinney Trustees,Everett L and Evelyn M	Utility Refunds: 0152002040-06
Ad Hoc Payment	Check	15277	7/29/2020	398.13	McKozy,Roxanne	Utility Refunds: 0085081500-21 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	15278	7/29/2020	366.00	NICOLE BROOKS	VOUCHER 2007884.030
Ad Hoc Payment	Check	15279	7/29/2020	75.00	NICOLE NAPUTI	VOUCHER 2007885.030
Ad Hoc Payment	Check	15280	7/29/2020	79.29	Nylund Homes Inc	Utility Refunds: 0500003212-01
Ad Hoc Payment	Check	15281	7/29/2020	148.22	Rachel & Jordan Schmidt	Utility Refunds: 0161008230-02
Ad Hoc Payment	Check	15282	7/29/2020	187.50	ROBYNN LAWRENCE	voucher 2007880.030
Ad Hoc Payment	Check	15283	7/29/2020	75.00	Stephen M Abbott	refund PCEM SRV
Ad Hoc Payment	Check	15284	7/29/2020	176.00	Tana Mallory	Utility Refunds: 0157009000-01
Ad Hoc Payment	Check	15285	7/29/2020	18.87	Terran Kofford	refund pkg permit COV09113
Ad Hoc Payment	Check	15286	7/29/2020	36.89	Vince Gorski	refund pkg permit COV09623
Ad Hoc Payment	Check	15287	7/29/2020	56.88	Wormer,Audriaunna	Utility Refunds: 0097001060-10
Supplier Payment	Check	15288	7/29/2020	3,822.04	Abatement Services Inc. - Remit-To: ASI - Beaver creek	
Supplier Payment	Check	15289	7/29/2020	750.00	Ace W. Collins	
Supplier Payment	Check	15290	7/29/2020	515.75	A-Check America Inc - Remit-To: A-Check - Glendale	
Supplier Payment	Check	15291	7/29/2020	5,590.03	Action Technology Systems	
Supplier Payment	Check	15292	7/29/2020	13.44	Airgas, Inc	
Supplier Payment	Check	15293	7/29/2020	269.50	Allegiance Benefit Plan Management Inc	
Supplier Payment	Check	15294	7/29/2020	9,520.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	15295	7/29/2020	700.00	American Medical Response Northwest Inc - Remit-To: AMR - Vancouver	
Supplier Payment	Check	15296	7/29/2020	121.80	American Sani-Can	
Supplier Payment	Check	15297	7/29/2020	2,543.32	Annas Consultants Inc	
Supplier Payment	Check	15298	7/29/2020	172.01	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	15299	7/29/2020	3,319.93	Archaeological Investigations Northwest Inc	
Supplier Payment	Check	15300	7/29/2020	2,600.00	AT & T Mobility II LLC	
Supplier Payment	Check	15301	7/29/2020	3,000.00	BLX Group LLC - Remit-To: BLX - San Francisco	
Supplier Payment	Check	15302	7/29/2020	83.01	Bound Tree Medical LLC	
Supplier Payment	Check	15303	7/29/2020	2,009.34	Cascade Centers Inc	
Supplier Payment	Check	15304	7/29/2020	24,813.61	CECO Inc	
Supplier Payment	Check	15305	7/29/2020	11,832.44	CH2M Hill Inc - Remit-To: CH2M - Dallas	
Supplier Payment	Check	15306	7/29/2020	1,787.28	Chicago Title Company of WA	
Supplier Payment	Check	15307	7/29/2020	1,432.00	City of Gresham	
Supplier Payment	Check	15308	7/29/2020	14,937.50	Clark County Fire District 5	
Supplier Payment	Check	15309	7/29/2020	1,279.48	Clark County Historical Society	
Supplier Payment	Check	15310	7/29/2020	286,670.37	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	15311	7/29/2020	43.15	Clark Public Utility District No. 1	
Supplier Payment	Check	15312	7/29/2020	1,621.76	Clark Public Utility District No. 1	
Supplier Payment	Check	15313	7/29/2020	447.66	Clark Public Utility District No. 1	
Supplier Payment	Check	15314	7/29/2020	118,699.08	Columbia Ford Inc	
Supplier Payment	Check	15315	7/29/2020	4,677.98	Columbia Resource Company	
Supplier Payment	Check	15316	7/29/2020	262.00	Dex Media West	
Supplier Payment	Check	15317	7/29/2020	2,540.64	Distinctive Landscape LLC	
Supplier Payment	Check	15318	7/29/2020	1,063.69	DKS Associates Inc	
Supplier Payment	Check	15319	7/29/2020	138.58	Ferguson Enterprises LLC	
Supplier Payment	Check	15320	7/29/2020	22,728.17	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	15321	7/29/2020	6,413.75	Financial Consulting Solutions Group Inc	
Supplier Payment	Check	15322	7/29/2020	625.00	Flowing Solutions LLC	
Supplier Payment	Check	15323	7/29/2020	3,188.75	Gallagher Bassett Services Inc	
Supplier Payment	Check	15324	7/29/2020	2,527.00	Galls LLC	

Supplier Payment	Check	15325		7/29/2020	32,255.68	Gentex Corporation	
Supplier Payment	Check	15326		7/29/2020	1,467.93	Genuine Parts Company - Remit-To: NAPA - Los Angeles	
Supplier Payment	Check	15327		7/29/2020	3,043.97	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	15328		7/29/2020	74,766.15	HDR Engineering Inc - Remit-To: HDR Engineering - Chicago	
Supplier Payment	Check	15329		7/29/2020	250.30	J-2 Blueprint Supply Co.	
Supplier Payment	Check	15330		7/29/2020	1,491.50	Janus Youth Programs Inc	
Supplier Payment	Check	15331		7/29/2020	3,250.00	JCI Jones Chemicals Inc	
Supplier Payment	Check	15332		7/29/2020	4,458.00	Keller Associates Inc	
Supplier Payment	Check	15333		7/29/2020	1,134.76	Kittelson & Associates Inc	
Supplier Payment	Check	15334		7/29/2020	270.00	Kronos Incorporated - Remit-To: Atlanta	
Supplier Payment	Check	15335		7/29/2020	191,602.85	Landscape Structures Inc - Remit-To: Landscape Structures Inc	
Supplier Payment	Check	15336		7/29/2020	4,227.25	Lifeline Connections	
Supplier Payment	Check	15337		7/29/2020	4,822.92	Linguava Interpreters Inc	
Supplier Payment	Check	15338		7/29/2020	16,797.50	Marquam Group LTD	
Supplier Payment	Check	15339		7/29/2020	765.00	Maul Foster & Alongi Inc	
Supplier Payment	Check	15340		7/29/2020	547.59	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	15341		7/29/2020	43,097.50	Murray Smith Inc	
Supplier Payment	Check	15342		7/29/2020	800.00	Pacific Outdoor Advertising LLC	
Supplier Payment	Check	15343		7/29/2020	368.00	Pacific Towing INC.	
Supplier Payment	Check	15344		7/29/2020	15,184.76	Pacific Truck Colors	
Supplier Payment	Check	15345		7/29/2020	9,245.00	Parkeon	
Supplier Payment	Check	15346		7/29/2020	48.10	Parkmobile USA Inc	
Supplier Payment	Check	15347		7/29/2020	425.00	PDH Creative	
Supplier Payment	Check	15348		7/29/2020	6,334.20	Physio-Control Inc - Remit-To: Stryker Medical	
Supplier Payment	Check	15349		7/29/2020	41,519.02	Precision Concrete Cutting Inc - Remit-To: Supplier Precision Concrete Cutting Inc	
Supplier Payment	Check	15350		7/29/2020	1,642.29	Precor Commercial Fitness	
Supplier Payment	Check	15351		7/29/2020	2,260.00	Public Safety Testing Inc	
Supplier Payment	Check	15352		7/29/2020	1,111.80	Purple Communications Inc	
Supplier Payment	Check	15353		7/29/2020	327.91	Rentokil North America Inc	
Supplier Payment	Check	15354		7/29/2020	206.25	Richard L Hepper	
Supplier Payment	Check	15355		7/29/2020	274.28	River City Environmental	
Supplier Payment	Check	15356		7/29/2020	9,195.57	SDB Contracting Services	
Supplier Payment	Check	15357		7/29/2020	27,159.48	Skip-Line, LLC	
Supplier Payment	Check	15358		7/29/2020	2,434.56	SME Solutions LLC	
Supplier Payment	Check	15359		7/29/2020	15,941.91	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	15360		7/29/2020	10,976.04	SP Plus Corporation	
Supplier Payment	Check	15361		7/29/2020	7.08	State of Oregon Department of Transportation - Remit-To: OR DMV - Salem	
Supplier Payment	Check	15362		7/29/2020	1,956.63	State of Washington Auditor's Office	
Supplier Payment	Check	15363		7/29/2020	2,730.00	State of Washington Department of Labor and Industries	
Supplier Payment	Check	15364		7/29/2020	255.46	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Check	15365		7/29/2020	6,313.40	Structured	
Supplier Payment	Check	15366		7/29/2020	3,253.00	Summit Law Group	
Supplier Payment	Check	15367		7/29/2020	370.00	Terracon Consultants Inc	
Supplier Payment	Check	15368		7/29/2020	3,670.00	Terrance Paul Coleman	
Supplier Payment	Check	15369		7/29/2020	1,898.66	The Greg Prothman Company	
Supplier Payment	Check	15370		7/29/2020	13,171.94	The St. Paul's English Evangelical Lutheran Church	
Supplier Payment	Check	15371		7/29/2020	261.80	Towing & Recovering Services Inc	
Supplier Payment	Check	15372		7/29/2020	1,256.90	Triple J Enterprises	
Supplier Payment	Check	15373		7/29/2020	1,321.20	TV Etc ESD 112	
Supplier Payment	Check	15374		7/29/2020	360.00	Urgent Medical Center	
Supplier Payment	Check	15375		7/29/2020	282.50	Vancouver Aire LLC	
Supplier Payment	Check	15376		7/29/2020	4,839.23	Walter E Nelson Company	
Supplier Payment	Check	15377		7/29/2020	9,796.00	Washington State Criminal Justice Training Commission - Remit-To: Criminal Justice Training Commission - Olympia	
Supplier Payment	Check	15378		7/29/2020	2,414.88	Whitney Equipment Company Inc	
Supplier Payment	Check	15379		7/29/2020	923.62	Wilson Oil Inc	
Supplier Payment	Check	15380		7/29/2020	54.57	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	
Supplier Payment	Check	15381		7/29/2020	22.00	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	15382		7/29/2020	3,726.71	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland	
Supplier Payment	Check	15383		7/29/2020	1,068.09	Qwest Corp - Remit-To: CenturyLink - Phoenix	
Supplier Payment	Check	15384		7/29/2020	9,644.69	Qwest Corp - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	15385		7/29/2020	130.00	Rebecca Dean	
Supplier Payment	Check	15386		7/29/2020	84,463.51	Summit Law Group	
Supplier Payment	Check	15387		7/29/2020	187.84	United Parcel Service	
Supplier Payment	Check	15388		7/29/2020	13,905.30	Williams Kastner & Gibbs PLLC	
Supplier Payment	Check	15389		7/29/2020	251.00	Willis Towers Watson Insurance Services West Inc	
Supplier Payment	Check	15390		7/29/2020	40.69	Ziply Fiber	

City of Vancouver
Payroll Council Report
July 28, 2020 - August 3, 2020

Check No.	Date	Explanation	Amount
2627-2681	07/31/20	7 Pension Payroll	\$ 50,913.71
65236-65284	07/31/20	7 Pension Direct Deposits	\$ 65,272.72
65285	07/30/20	Employee Supplemental Payment	\$ 1,053.76

\$ 117,240.19