

Pearson Field Airport Status Update and VMC Updates



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Vancouver City Council Workshop

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Presentation Overview

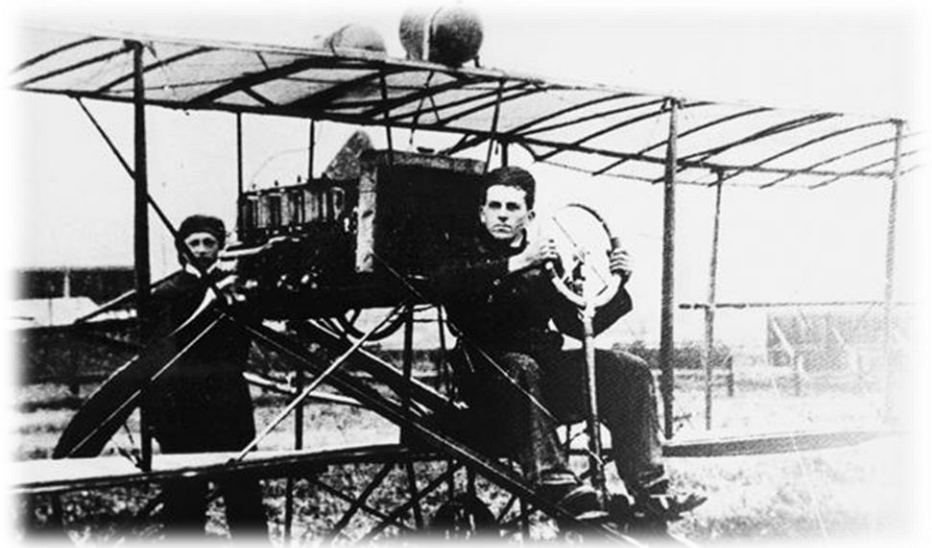
- Background
- Annual Operations and Budget
- Capital Projects
- VMC Edits
- Next Steps



Target Workshop Objectives

Review Pearson Field operations and receive policy feedback on proposed updates to VMC Title 10, Chapter 10.05

- Establishment of a Rules and Regulations document
- Re-establishing the Airport Advisory Committee



Pearson Field's Historic Background

- 2nd oldest operating airfield in country – First flight in 1905
- Pearson becomes City's municipal airport – 1925
- City sells western half of Pearson Field to National Park Service (NPS) – 1972
- City and NPS sign 40-year lease for continued operation of the airport – 2011
- Pearson designated an “Historic Aerospace Site” by the American Institute of Aeronautics and Astronautics – 2012

Pearson Field – Site and Ownership



Facilities at the Field

- Fixed Base Operator (FBO)
 - Flight School
 - Aircraft Maintenance
 - Fuel
- Aircraft Storage (hangars and tie-downs)
- Pearson Field Education Center (PFEC)



Annual Operations

- Base for 175 fixed-wing aircraft
- NPS limitations on number of based aircraft
- 53,000 annual operations
- Who we serve:
 - Typically 2/3 operations by based aircraft; 1/3 by itinerant
 - 67% of based aircraft ops, business or commerce related
 - 3% public (police, military, environmental, etc.)



Airport Budget

Self Sustaining Enterprise (no General Fund support)

No Debt

Annual Revenue (2020) = \$2,729,250

- Land leases
- Hangar and tie down rentals
- Fuel Fees
- FAA Grants (\$1,936,726)

Annual Operating/Capital Expenses (2020) = \$2,528,636



Capital Projects - Recent and Planned

- 2019: Repave runway, replace electronic guidance system (90% funded by FAA, \$794,121 + 5% by WSDOT and Airport funds each, \$44,117)
- 2020: Repave taxiways and aprons (100% funded by FAA, \$1,375,830)
- 2021: Construct Taxiway Connector (100% funded by FAA, \$422,509)
- 2022: Design Airfield Electrical Upgrades (90% funded by FAA, \$150,000 + 5% WSDOT and Airport funded each, \$8,300)
- 2024: Construct Airfield Electrical Upgrades (90% funded by FAA, \$885,600 + 5% WSDOT and Airport funded each, \$49,200)

Update VMC Title 10

- Recommended revisions of Airport VMC Title 10 to
 - Refresh Aviation Advisory Committee
 - Move airport operating rules out of VMC into a new Rules and Regulations document

Aviation Advisory Committee – Purpose & Structure

- Provides advice to CM, Council and Airport Management
- 3-year terms, maximum of three terms
- Minimum of quarterly meetings
- City will provide draft Bylaws to new AAC for review, modification and adoption



Aviation Advisory Committee - Composition

- Option A – 7 members, limited to 2 airport tenant members
- Alternatives – 9 members, limit to 3-4 tenants or no limit on number of tenant members
- Members to represent community interests such as downtown businesses, residential neighborhoods, financial expertise, etc.
- Considerations – quorum, subcommittees, expertise
- **Discussion and Direction**

Rules and Regulations

- Pearson has a voluntary “Fly Quiet” program
- Option A – include reference to “Fly Quiet” in Rules & Regulations to allow a pathway for enforcement actions if necessary
 - Focus to be on education; recognition of safety decisions and FAA jurisdiction over airspace
 - Enforcement actions only considered for flagrant and repeated disregard with no safety nexus
 - Type of enforcement action would be in line with FAA and State rules (noise abatement)
- Alternatives – Voluntary “Fly Quiet” program not included in Rules/Regs document, focus on communication of voluntary program to pilots
- Considerations – FAA airspace managers, Part 150 Airport Noise Compatibility Planning
- **Discussion and Direction**

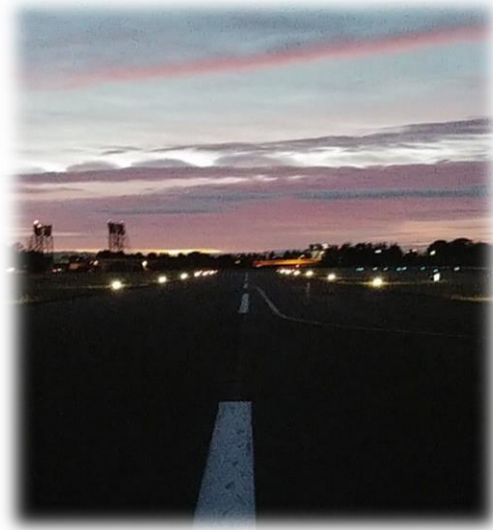
Opportunities and Work Ahead



- Continue maintaining aging infrastructure
- RFP for FBO lease
- Pearson Field business plan development and implementation
- Multi-modal transportation and land use connections

Next Steps

- Adopt VMC Title 10 changes
 - 1st reading on August 9, Public hearing on August 16
 - Adopt new Rules and Regulations
- Appoint Aviation Advisory Committee
- RFP for Fixed Base Operator
- Develop Strategic Business Plan (2021-22)
- Update Master Plan (currently funded by FAA 2025-26)



Questions and Discussion

VANCOUVER
CITY HALL

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PEARSON FIELD

xx/xx/xx
xx/xx/xx

ORDINANCE NO. _____

AN ORDINANCE relating to Pearson Field Airport, substantively amending multiple sections of the VMC, re-codifying and amending several other sections of the VMC, and repealing multiple sections of the VMC; providing for savings, severability and an effective date.

WHEREAS, as reflected in SR - _____, the ; and

WHEREAS, ;and

WHEREAS, this ordinance is an exercise of the city of Vancouver's police and legislative authority derived from Wash. Const. art. XI, § 11 and is consistent with RCW 35.22.280, and is to protect the public's health, safety and welfare; and

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. That part of Ordinance M-2733, as previously codified as VMC 10.05.010, is hereby amended to read as follows:

10.05.010 Purpose of regulations.

In order to provide for the safety of tenants, users and the general public, efficient use of Pearson Field Airport facilities, and the continued stewardship of the historic, economic, public safety, educational, and cultural value of Pearson Field this chapter shall apply to the governance of Pearson Field Airport and to the rules and regulations set forth in this chapter shall apply to Pearson Airpark and to all public and private use thereof.

Section 2. That part of Ordinance M-2733, as previously codified as VMC 10.05.020, is hereby amended to read as follows:

10.05.020 Construction and Definitions.

The following words and phrases, whenever used in this chapter or documents promulgated hereunder, shall be construed as defined in this section unless from the context a different meaning is intended, or unless a different meaning is specifically defined and more particularly ascribed to the use of such words or phrases. All definitions contained in 49 U.S.C. § 40101 et seq. (hereinafter cited as "FAA Act") and all amendments thereto shall be considered as included herein; and all definitions shall be interpreted on the basis and intention of the FAA Act and amendments thereto, unless from the context a different meaning is intended, or unless a different meaning is specifically defined and more particularly ascribed to the use of such words or phrases. Nothing in this chapter shall be construed to mean that the city intends to permit any violation of any federal or state law. FAA regulations, as currently adopted, including any future amendments, shall be the controlling factor. The following terms shall have the meanings indicated:

1. ~~"Airpark" or "a Airport"~~ means the land and facilities owned or controlled by the city of Vancouver known as Pearson Field Airportark.
2. "Airport advisory committee" means that body which recommends to the city council and city manager on matters pertaining to Pearson Field Airport ark ~~as set forth in Resolution M-545 or as the same may be amended~~ and the Airport Manager.
3. "Airportark manager" means the individual or individuals designated by the city manager as having responsibility and authority for management of Pearson Field Airportark.
4. ~~"Airport layout plan" means the most recent approved layout of the airport property, indicating current and proposed usage as approved by the city council by resolution.~~
5. ~~"Based aircraft" means aircraft occupying hangar or tiedown space at the airpark on a monthly or other fixed term basis.~~
4. "City of ~~Vancouver~~" means a municipal corporation organized under the constitution and statutes of the state of Washington and known as Vancouver, Washington or Vancouver, USA.
5. "Commercial activity" means the conduct of any aspect of business, concession, an operation or agency in order to provide goods or services to any person for compensation, for-profit or hire. In addition, any activity which requires a license or certification to be performed whether for compensation or not which is conducted on or based at the airpark is considered a commercial activity.
8. ~~"Commercial operator" means any person who owns or operates or who is legally responsible for conduct of a commercial activity.~~
9. ~~"Adjoining private property" means privately owned property abutting to and adjoining any part of Pearson Airpark.~~
10. ~~"Employee" means any individual performing services at the airpark for another person and designated as an employee so that federal/state unemployment insurance, federal social security or federal withholding taxes are withheld from wages by his or her employer.~~
6. "FAA" means the Federal Aviation Administration.
12. ~~"FCC" means the Federal Communications Commission.~~
13. ~~"Flying club" means a nonprofit corporation or organization (as evidenced by articles of incorporation or other appropriate documents) in which all aircraft are equally owned or leased by all members of the corporation or organization.~~
14. ~~"Fuel handling" means the transportation, delivering, fueling and draining of aircraft fuel, or any one of the above.~~
15. ~~"Fixed base operator" means a proprietor of a commercial operation which offers~~

~~multiple aeronautical related activities and services to the general public.~~

~~16. "Itinerant aircraft" means aircraft not based upon the airpark.~~

~~17. "Independent contractor" means one who contractually undertakes to perform services for another, but who is not controlled by the other nor subject to the other's right to control with respect to physical conduct in performing the services.~~

~~18. "Landing area" means the runway, taxiways, turnoffs and adjoining areas.~~

~~19. "Long term leases" means lease periods of more than two years.~~

~~20. "Motor vehicle" means automobiles, trucks, buses, public automobiles, limousines, taxis, and any other vehicle by which persons or property may be transported or carried on land, but not including aircraft.~~

~~21. "Operator" means the owner or the person, firm or representative or corporation controlling the operations of any certain aircraft or motor vehicle.~~

7. "Person" means any individual, firm, eopartnership, corporation, company, association, joint stock association or body politic, and includes any trustee, receiver, assignee, or other similar representative thereof.

8. "Rules and regulations" means written rules as have been or are may be promulgated from time to time by the ~~director of parks~~Airport Manager to carry out this chapter or other city ordinance or law as needed to protect public health, safety, interests, and welfare on the ~~airportark~~, and which are consistent with this chapter and which have been adopted as provided herein.

9. "'T' Hangar" means a multiple aircraft storage building individually compartmentalized and normally leased to individual airplane operators.

10. "Tenant" means any person (as defined above) who through agreement with the city occupies and controls or benefits from the use of ~~airportark~~ premises.

~~26. "Contract or commission services" means a person performing contract or commission services for compensation on the airpark~~ "Tie-Down" means city owned ramp space where aircraft can be tied down and typically uncovered."

~~27. "Non-aviation services" means restaurants, car rentals and any other non-aeronautical services provided on the airpark.~~

11. "Fees and charges" means charges directly imposed by the city upon users of the airport for services of direct benefit.

~~29. "Standards for commercial/noncommercial operations" means rules and regulations which by their terms pertain only to commercial/noncommercial operations on Pearson Airpark.~~

Section 3. That part of Ordinance M-2733, as previously codified as VMC 10.05.030, is hereby amended to read as follows:

10.05.030 Regulations for airport use generally**Adoption of Rules and Regulations.**

~~A. Any permission granted by the airport manager or by his/her representative, directly or~~

~~indirectly, expressly or by implication, to any person or persons to enter or use the airport or any portion thereof, including aircraft operators, crew members and passengers, spectators, pleasure and commercial vehicles, officers and employees of lessees and also including other persons occupying space on the airport, persons doing business with the city of Vancouver, its lessees, sublessees and permittees, and all other persons whatsoever, is conditioned upon such persons' compliance and continued compliance with these rules and regulations. Entry upon or into the airport by any person shall be deemed to constitute an agreement by that person to comply with all said rules and regulations.~~

~~B.—Use of the airport for carrying on activities in aviation on a commercial basis is restricted to those persons who shall have established themselves as tenants under a tenancy contract or permit from the city of Vancouver. No person who is not so authorized or who is in default under a tenancy contract or permit shall operate, service or repair aircraft on the premises or carry on any business of any nature thereon; provided, however, that an owner of an aircraft which is regularly stored on the airport, either by arrangement with the airport manager, or with an established tenant operator, may employ a qualified pilot/instructor to operate such owner's aircraft and/ or to give instruction to such owner without being deemed in violation of this subsection.~~

~~C.—No person or persons, except airmen, duly authorized personnel, passengers going to or from aircraft, persons having business to transact in offices located in hangars, or other persons being personally conducted by airmen or airport attendants, shall be permitted to enter the area within the fence, i.e., within the landing area proper. Even the persons so excepted who thus shall have the privilege of unrestricted use of the space within the fence, are restricted to the necessary use of such space in connection with flights, inspections and routine duties.~~

~~D.—*Permit Required for Commercial Services.* It is unlawful for anyone to engage in any commercial service in premises at Pearson Airpark unless he or she has first secured a permit from the city to do so; provided, this shall not apply to persons operating a business at the airpark under a tenancy agreement with the city, but all such persons must have a city business license, unless exempted by terms of Chapter 5.04 of this code.~~

The document titled "Pearson Field Airport Rules and Regulations," is adopted by City Council Resolution. Any future changes or amendments shall be subject to review and adoption by resolution of the City Council, subject to review and recommendation by the Airport Advisory Committee.

Section 4. That part of Ordinance M-2733, as previously codified as VMC 10.05.040, is hereby amended to read as follows:

10.05.040 ~~Refuse~~ ~~Property damage~~ ~~Tampering~~ Airport Advisory Committee.

~~A.—*Refuse.* No person shall throw, dump or deposit any waste, refuse, litter or garbage on the grounds of the airport. All waste, refuse, litter and garbage shall be placed and kept in closed garbage cans or containers, and all operating areas shall be kept in a safe, neat, clean and orderly condition at all times.~~

~~B.—*Property Damage.* Anyone who intentionally destroys, injures, defaces or disturbs in any way any building, sign, equipment, marker or other structures, or other public property on the airport shall be guilty upon conviction of a misdemeanor. Any person responsible for the destruction or damage of airport property, whether by accident or otherwise, shall pay the city for such damage and destruction, and, in appropriate cases, for other financial losses to the airport which follow from such damage or destruction.~~

~~C. *Tampering with Aircraft.* No one may interfere or tamper with any aircraft or start the engine of such aircraft unless authorized to do so.~~

1. Purpose.

The purpose of the Airport Advisory Committee is to provide advice and recommendations to the Airport Manager, City Manager, and City Council, as well as other city departments, regarding the management and operations of the Airport and other aviation related issues affecting Pearson Field Airport. The committee shall provide advice and recommendations on:

- i. Issues pertaining to maximizing the historic, economic, public safety, educational, and cultural value of the Airport.
- ii. Airspace compatibility of any economic development projects with potential to affect the Airport (ex. zoning, building standards, etc.).
- iii. General financial oversight of the airfield, including all proposed fees, commercial leases, rental rates, and rental agreement formats.
- iv. Proposals to construct or remove any building, capital improvements, or to enlarge airport facilities.
- v. The adoption or amendment of airport rules and regulations, Commercial Minimum Standards, and the development of airport related plans including the master plan and airport layout plan.
- vi. Formal agreements with the National Park Service, or any other entity, with either operational or financial implications for the Airport
- vii. Aviation matters referred to the committee by City Council, City Manager, or their designee.
- viii. Other aviation matters that originate from within the committee.
- ix. All Airport grants before being submitted to the Council for City acceptance of the grant. The exception will be if grant acceptance and Council action is required sooner than the AAC can meet.

2. Members – Appointment

The Airport Advisory Committee shall consist of XX members appointed by the Mayor and approved by City Council. Committee members will serve without compensation. Members will have a demonstrable interest in the Airport, and/or aviation and aeronautical activities, and preferably have skills in one or more relevant areas such as airport management, legal, marketing, finance, FAA knowledge, real estate, business, and engineering, etc. Members shall demonstrate the ability to work effectively with others in a volunteer committee role.

If a suitable candidate is available, one member shall be a representative from the Port of Portland and one member will be from a surrounding neighborhood. In support of assuring a balanced range of community perspective on the AAC and subject to exception by the City Council in their process of appointing members of the Committee, tenants of the airport should not constitute a majority of the AAC. . No members will be employees of the City of Vancouver. The Mayor, subject to approval by City Council, can remove members with or without cause.

3. Terms

Airport Advisory Committee members shall be appointed for three-year terms; provided of the seven initial members, three shall be appointed to a three-year term, Three to a two-year term and one to a one-year term. Subsequent appointments shall be to fill any unexpired term or to a three-year term. Service of members may not exceed three consecutive full terms.

4. Officers

Each year, the committee shall elect by majority vote a chair and vice chair and such other officers as the committee finds necessary. Officers shall serve for one-year and may not serve for more than two consecutive years.

5. Removal. Any member may be removed, prior to the expiration of their term of appointment, by a majority vote of the City Council

6. Meeting-Quorum. The committee shall hold meetings at least quarterly and may hold such other meetings as it finds necessary. A majority of the current members of the airport advisory committee shall constitute a quorum.

7. Bylaws. The Airport Advisory Committee shall adopt bylaws that outlines the transaction of its business. The bylaws will be consistent with City values and subject to review by the City Manager or designee. The Airport Advisory Committee may thereafter amend the bylaws or repeal and replace the bylaws subject to review by the City Manager or designee and referral, if appropriate, to the City Council for ratification. The bylaws may only contain provisions for the regulation and management of the affairs of the Airport Advisory Committee as consistent with law and this chapter of VMC 10.05.

8. Assistance

The Airport Manager or the Manager's designee shall serve as staff liaison and Secretary to the Committee ("Secretary"). The City's staff and consultants, under direction of the Secretary, shall furnish professional and technical information and advice to the Committee.

Section 5. That part of Ordinance M-2733, as previously codified as VMC 10.05.050, is hereby amended to read as follows:

10.05.050 ~~Access to Pearson Airpark from adjoining private property~~ Federal and State Grants.

~~Access to Pearson Airpark will not be permitted from adjoining private property. A control and security fence will be erected and maintained separating Pearson Airpark and private property.~~

All funds shall be disbursed only for the purposes approved by the FAA or granting State or local agency. Such funds shall not be dispersed or loaned for any other reason unless permitted under the grant and approved by the City Council.

Section 6. That part of Ordinance M-2733, as previously codified as VMC 10.05.060, is hereby amended to read as follows:

10.05.060 ~~Motor vehicle regulations~~ Audits.

~~A. No one shall operate any vehicle on the airport in a negligent manner, nor in disregard of the rights and safety of others, nor at a speed likely to endanger unreasonably any person or property, nor while the driver is under the influence of intoxicating liquor, or any narcotic drug, as such condition is defined in the city traffic code at Chapter 9.56 of this code.~~

~~B. No person not having a valid vehicle operator license shall operate any vehicle on the airport, nor shall any person operate at the airport any vehicle which is not properly licensed under the laws of the state of Washington or of another state.~~

~~C. All vehicles operated on the airport shall be driven at a safe and reasonable speed, but not to exceed fifteen miles per hour.~~

~~D. No motor vehicle shall be driven onto the landing area proper, without the express permission of the airport manager or designated representative, and then only in accordance with these instructions.~~

~~E. No one shall operate any motor vehicle on the airport, off designated streets, except fueling trucks, city operated or authorized patrol or emergency vehicles, management and maintenance vehicles, FAA maintenance vehicles, and business tenants and their employees, and T-hangar or tiedown tenants, while directly going to and from their leased areas.~~

~~F. No go-carts, bicycles or similar vehicles, or horses are permitted on the ramps, runways or taxiways of the airport.~~

~~G. No one shall operate any commercial vehicle carrying passengers for hire from the airport unless such operation is conducted with the approval of airport management; provided, this shall not prevent taxicabs from bringing persons to the airport, nor shall it prevent taxicabs licensed by the city from picking up passengers at the airport.~~

~~H. *Accident Reports.* The driver of any vehicle involved in an accident in the airport shall within forty-eight hours make a complete report in writing to the airport manager.~~

Audits. Given the unique nature of the airport in the City's portfolio of assets (including regulatory requirements and the airport's enterprise status), audits shall be conducted for Pearson Field no less than every three (3) years. Audit results, and subsequent action plans, shall be provided to airport and City management and the Airport Advisory Committee

Section 7. That part of Ordinance M- 2733 previously codified as VMC 10.05.135, is hereby re-codified as VMC 10.05.065, and is hereby amended to read as follows:

10.05.065 ~~135~~ Posting regulations.

1. Rules and regulations adopted pursuant to this chapter shall be made available posted in a prominent place in offices of businesses and at other conspicuous places at the airport, as found necessary by the Airport Manager. The rules and regulations shall also be posted on the Pearson Field Airport website. Copies of this chapter and also of such Rules and regulations shall be supplied to all applicants and interested parties upon request to the Airport Manager. (Ord. M-2733, 1987)
2. Current airport plans (Master, Layout, Business, etc.) shall be posted on the Pearson Field Airport website.

Section 8. That part of Ordinance M- 2733 previously codified as VMC 10.05.145, is hereby re-codified as VMC 10.05.075, and is hereby amended to read as follows:

10.05.075145—Fees and Charges.

A. All fees and charges to users of Pearson Field shall be administratively established pursuant to the standards and requirements set forth herein.

~~B. 1. Fees and rates charged shall may be evaluated annually. Rates shall be established with consideration given to the self-support (a) airport self-sustainability based on actual and projected costs and (b) competitiveness with local benchmark airports adjusted for differences in services, amenities, and geography policy for Pearson Field, local market conditions, and consistency with other regional airport pricing. The Airport Aviation Advisory eCommittee shall review fees and charges and make recommendations to city staff consistent with this chapter.~~

2. Notice shall be given to airport userstenants of all aAdvisory eCommissionttee and City Council meetings where changes that affect such users will be considered. Notice of a proposed fee or rate increasechange shall be provided to such affected airport userstenants thirty (30) days in advance of such proposed increasechange. Fee and rate provisions for land and building lease and or rental holders will be described in individual agreements.

~~C.3. Landing Fee for Non-tenants. Anyone operating an aircraft for commercial purposes and who lands such an aircraft at Pearson Airpark more than once in any thirty day period, and who is not a tenant at Pearson Airpark, shall, beginning with such second landing, be subject to and shall pay to the city a landing fee for each such landing, except that only one landing fee shall be charged per day for each aircraft using the facility regardless of the number of landings per day for that same aircraft. Such fee is to be paid on a monthly basis and must be accompanied by a form prepared by the airpark manager and filled out by the commercial operator to show the numbers of aircraft and times of each such landing. The airpark manager with the approval of the city manager shall make rules and regulations consistent with this section as are found necessary for its administration.~~

~~For the purposes of this chapter, as amended, the term "commercial purposes" includes air taxi operations, and the carrying in air commerce in small aircraft by any person (other than an air carrier) of persons or property for compensation or hire. The term shall not cover student instruction, ferry or training flights.~~

~~It is unlawful for anyone liable therefore to fail to properly file a return and pay the tax imposed by this section, and anyone convicted in district court of failing to do so shall be sentenced to pay a fine of fifty dollars shall execute an agreement with the City for such purposes. Incidental or occasional use does not require an agreement.~~

~~D. Permit and Fee Required for Conducting Commercial Services. It is unlawful for anyone to engage in any commercial service in premises at Pearson Airpark unless he or she has first secured a permit so to do, and has paid the designated fee; provided, this subsection shall not apply to persons operating a business at the airpark under a tenancy agreement with the city but each such person shall have a city B&O license and pay B&O fees and taxes unless exempted therefrom by Chapter 5.04 of this code.~~

E.4. Hangar T-Rental Feeerent established. City owned Monthly rates for T-hangars buildings shall be rented on a month to month basis for the storage of aircraft. A waiting list shall be maintained when demand is in excess of supplythat are substantially similar in size, configuration and amenities will be set consistently across the airport. A schedule of rates for

each class of hangars will be published on the Pearson Field website.

~~F.5. City controlled Tiedown Fee – City Controlled. The Airport management may shall~~
designate areas for both transient and permanent monthly tiedown space. Payment for such use
will be either daily or monthly. A schedule of rates for monthly tie-down spaces will be
published on the City and Pearson Field websites.

~~G. Tiedown Fee – Tenant Controlled. The airport manager may enter into agreements, on forms to~~
~~be prepared by the city attorney, with various tenants to provide for collections of such tiedown~~
~~fees, and for the assignment of certain areas of the airport to each of such tenant for supervision~~
~~and maintenance of such tiedown areas. Tiedown fees shall be paid by the user to a properly~~
~~designated tenant who shall furnish a receipt therefore and who shall transmit to the city director~~
~~of Financial and Management Services a duplicate of such receipt and an agreed upon percentage~~
~~of the money which has been thus collected, not later than the tenth day of each month.~~

~~H.6. Fuel Flowage Fee. All aviation fuel delivered for resale purposes to Pearson Airportark~~
~~must be delivered only to in-ground storage those facilities designed for aviation fuel. The~~
~~deliverer dispenser of such fuel shall be required to pay directly to the City (airport fund) the fuel~~
~~flowage fee of three cents per gallon or such other amount as may be established by city~~
~~ordinance or by resolution adopted by the city council after a public hearing. Such payment to be~~
~~made by the twentieth day of each month for the previous month's delivery in an amount and~~
~~manner agreed to by contract.~~

~~I. Leasehold Tax. A Washington State leasehold tax shall be included in each rental or lease~~
~~payment schedule for use of airport property when such rent or lease is for thirty consecutive days~~
~~or more.~~

7. Deposits, Fines and Fees. Any deposits, fines or fees, paid in association with the airport will be
maintained in an airport account by the City for exclusive use by the airport. All such charges will
be invoiced by the City by either regular mail or electronically. (VMC 3.12.093).

~~J.8. Payments. All payments of fees and charges are due and payable in advance of the first day of~~
~~the month unless otherwise provided. Payments shall be made to the director of Financial and~~
~~Management Services, P.O. Box 1995, Vancouver, WA 98668 – 1995.~~

Section 9. The following new sections of the VMC are hereby added and codified as follows:

A new Section is added to the VMC, codified as VMC 10.05.015 to read as follows:

10.05.015 Ownership and Operation

Pearson Field Airport is operated by the City of Vancouver, Washington on land owned by the City or
leased under agreement with the National Park Service (NPS)

Management and operation of Pearson Field Airport shall be consistent with all applicable local, State
and Federal Regulations.

Section 10. A new Section is added to the VMC, codified as VMC 10.05.035 to read as follows:

10.05.035 Minimum Standards for Commercial Activities at Pearson Field.

The City Council has adopted Minimum Standards for Commercial Activities at Pearson Field Airport
(Resolution M-3857, 2015) and by reference is included here as though set forth herein verbatim. The
Minimum Standards for Commercial Activities apply to the conduct of all commercial activity on Pearson
Field Airport. Nothing herein is intended to prevent persons from selling goods or services during any

special event on the airport approved by the Airport Manager. Non-profit entities are not commercial activities or operations. Any change or amendment requires City Council approval.

Section 11. The following sections of the VMC are hereby repealed:

That portion of Ordinance M-2733, codified as VMC 10.05.070, is hereby repealed.

~~10.05.070 — Vehicular parking regulations.~~

~~A. No person shall park a motor vehicle on the airport other than in the manner and at places prescribed by the airport manager.~~

~~B. No automobile, truck or other motor vehicle shall be parked in front of any T-hangar, except for service or delivery vehicles, and then only long enough to make such service or delivery.~~

~~C. A T-hangar tenant may park his or her own vehicles in his/her T-hangar.~~

~~D. No one shall abandon any motor vehicle on the airport, or leave any vehicle in a public parking area in excess of seventy-two consecutive hours unless express approval for such parking has been obtained from the airport manager. Any vehicle in violation of this section may be towed away for storage at direction of the airport manager. All charges for towing and storage shall be at the owner's expense.~~

~~E. Persons parking vehicles on the airport do so at their own risk and such vehicles may be entered by airport personnel for the purpose of moving the vehicles when it becomes necessary for area maintenance or for enforcement of this or other ordinance.~~

Section 12. That portion of Ordinance M-2733, codified as VMC 10.05.080, is hereby repealed.

~~10.05.080 — General operations Regulations.~~

~~A. *Federal, State and City Rules to be Observed.* The airport landing area is open for public use in accordance with the rules and regulations governing the operation of aircraft and the conduct of airmen as promulgated by the appropriate agencies of the United States government, the state of Washington, and the city.~~

~~B. *Minimum Standards.* Minimum standards for the conduct of commercial and other activity on Pearson Airpark including specific rules and regulations shall be adopted by resolution of city council. Such rules and regulations shall be consistent with this chapter governing airport operations and with state and federal laws and with generally accepted practices of general aviation airports. Resolution M-2378, establishing such minimum standards, is ratified and confirmed insofar as consistent with this chapter.~~

~~C. *Authority to Suspend Operations.* The airport manager, either directly or through a designated agent, may suspend or restrict any or all operations without regard to weather conditions whenever the manager finds such action is necessary in the interest of safety.~~

~~D. *Compliance for Safety Required.* The airport manager shall at all times have authority to take such actions as may be necessary to safeguard the public in attendance at the airport. Every pilot, mechanic or other person employed on or using the airport shall cooperate with the airport management in enforcement of this chapter and to see that all persons upon the premises use due~~

care and caution to prevent injury to persons or damage to property.

~~E.—*Student Pilots.* Instructors shall fully acquaint their students with the provisions of this chapter and shall be responsible for the conduct of students under their direction during dual instruction. When a student is flying solo, it shall be his/her sole responsibility to observe and abide by the provisions of this chapter.~~

~~F.—*Use of Intoxicants and Drugs.* Pilots and any other members of an aircraft crew in operation on the airport, or any person directly attending or assisting in said operation, will not be under the influence of or affected by intoxicating liquor or a drug which affects their ability to safely perform their duties. Aircraft passengers may be denied flight passage if they are under the influence of intoxicating liquors or drugs to the extent that they might endanger the safety of other persons.~~

~~G.—*Accident Reports.* The pilot of an aircraft involved in an accident on the airport causing personal injury or property damage shall, within forty-eight hours, make a report to the airport manager. In the event that he/she is unable to do so, the owner or his/her agent shall make such report and witnesses also may make and file such reports.~~

~~H.—*Repairs.* Repair of aircraft, aircraft engine, propeller or apparatus (except emergency repairs to facilitate movement of an aircraft) shall be made only in spaces designated for this purpose and only by persons working on their own aircraft or who have a valid city business license, in conjunction with either a permit or tenancy agreement from the city of Vancouver.~~

Section 13. That portion of Ordinance M-2733, codified as VMC 10.05.090, is hereby repealed.

10.05.090 — Landing and takeoff rules.

~~A.—Landings and takeoffs shall be made into the wind on that runway which is most nearly aligned with the wind as indicated by the "automatic runway designator" provided; exceptions may be made when the airfield is under instrument flight rules (IFR).~~

~~B.—No aircraft shall land or take off, nor continue its approach to the runway or runway safety areas thereto, when vehicles, equipment or personnel are on the runway or when the airport manager has closed the runway by placing a white "X" above the runway numerals.~~

~~C.—All arriving or departing aircraft shall conform to a traffic pattern which identifies appropriate geographical boundaries from which turns shall be made. Such air traffic pattern will be adopted by city resolution after FAA approval, and shall be posted on the airport.~~

~~D.—The standard traffic pattern for Pearson Airport is one thousand feet MSL, left hand landing runway 08 and right hand landing runway 26.~~

Section 14. That portion of Ordinance M-2733, codified as VMC 10.05.100, is hereby repealed.

10.05.100 — Aircraft ground and taxiing rules.

~~A.—At no time shall engines be operated within any hangar, shop or other building. When an engine is being hand propped, a competent operator shall be at the controls and the wheels shall be chocked, and/or operating parking brakes shall be set.~~

~~B.—No one shall taxi an aircraft to or from the hangar line or to or from an approved parking space until he has ascertained that there will be no danger of collision with any person or~~

~~object in the immediate area.~~

~~C. *Speed.* No aircraft shall be taxied except at a speed which is safe and reasonable under all circumstances then existing.~~

~~D. *Brakes.* No aircraft which is not equipped with adequate brakes shall be taxied near buildings or parked aircraft unless an attendant is at the wing of the aircraft to assist the pilot.~~

~~E. Runways will not be used in lieu of or as taxiways. Taxiing to and from runways will be done along those taxiways which provide the most direct route.~~

~~F. *Closed Taxiways.* No aircraft shall be taxied by any person upon a taxiway which has been designated by the airport manager as being closed. The closure of any taxiway shall be so designated as such by the airport manager by placement of a white "X" on the centerline of the taxiway.~~

~~G.—Aircraft awaiting takeoff shall stop at the runway holding line in a position to have direct view of aircraft approaching or landing.~~

Section 15. That portion of Ordinance M-2733, codified as VMC 10.05.110, is hereby repealed.

~~10.05.110 — Aircraft parking.~~

~~A.—Unless otherwise provided in a lease or other agreement, no person shall use any area of the airpark for parking and storage of aircraft or property without first obtaining permission of the airpark manager. If anyone does use any such area without first having obtained permission, then the airpark management may order the aircraft or other property impounded, removed and stored at the expense of the owner, without liability for damage thereto or any costs arising from or out of such removal or storage.~~

~~B.—Aircraft shall be properly blocked and tied down by the owner or operator when parked overnight or when conditions otherwise warrant blocking or tying down. Owners of aircraft shall be responsible for any damage resulting from failure to comply with this rule.~~

~~C.—Securing of aircraft shall be the sole responsibility of the owner or operator of the aircraft, and the city of Vancouver, its employees and agents shall in no way be held responsible to secure aircraft or for the consequences of failure of the owner or operator to so secure.~~

Section 16. That portion of Ordinance M-2733, codified as VMC 10.05.115, is hereby repealed.

~~10.05.115 — Disabled aircraft.~~

~~A.—Aircraft owners and pilots are required to remove promptly from any public landing area their disabled aircraft as soon as permitted and/or directed by cognizant FAA and/or National Transportation Safety Board authorities or by the city airport management.~~

~~B.—Non-airworthy aircraft, wrecks, "junkers" or parts thereof shall not be parked or stored anywhere on the airpark unless awaiting bona fide and scheduled repairs by a licensed commercial aviation maintenance business on the airpark, unless express authority has been granted in writing by the airpark manager.~~

~~C.—Should any person refuse to remove an aircraft or any parts thereof when directed to do so by the airpark manager in compliance with this chapter, such aircraft may be removed at the owner's or operator's expense and without liability (to the city) for damage which may result in such moving.~~

Section 17. That portion of Ordinance M-2733, codified as VMC 10.05.120, is hereby repealed.

~~10.05.120 — Fuel handling and storage requirements.~~

~~A.—Fuel storage and servicing equipment must comply with all city, state and federal laws and regulations.~~

~~B.—Fueling hoses, fuel equipment and fuel trucks shall be maintained in a safe, sound and non-leaking condition.~~

~~Fuel trucks shall proceed slowly and with caution on the airpark.~~

Section 18. That portion of Ordinance M-2733, codified as VMC 10.05.125, is hereby repealed.

~~10.05.125 — Rules for use of T-hangars.~~

- ~~A.—T-hangars will be rented only for aircraft storage and only on a month-to-month basis. Rental agreements are nontransferable.~~
- ~~B.—Hoisting or holding mechanisms will not be attached to any part of any T-hangar.~~
- ~~C.—Tenants will not paint, alter or modify any part of the T-hangar and associated fixtures without prior written permission of the airpark manager.~~
- ~~D.—Electrical and/or gas-fired heaters will not be used in or about T-hangars.~~
- ~~E.—Paint, dope and other flammable or volatile materials shall not be stored in T-hangars at any time, except in aircraft fuel tanks; provided, not to exceed two cases of one-quart cans of oil may be stored in T-hangars.~~
- ~~F.—Storage or use of flammable and/or volatile liquids for cleaning aircraft or parts is prohibited.~~
- ~~G.—Aircraft engines shall not be operated inside T-hangars.~~
- ~~H.—T-hangars shall be kept clean and free of debris and oily rags or other fire hazardous materials.~~
- ~~I.—Tenants shall not park or leave aircraft adjacent to T-hangar doors so as to unduly interfere or obstruct access to adjacent T-hangars.~~

Section 19. That portion of Ordinance M-2733, codified as VMC 10.05.130, is hereby repealed.

~~10.05.130 — Fire regulations.~~

- ~~A.—All persons using the airport area or the facilities of the airport in any way shall exercise the utmost care to guard against fire and injury to persons or property.~~

B.—~~No person shall smoke or carry any lighted cigar, pipe, cigarette, match or any open flame in or upon the airport within fifty feet of fuel storage areas, fuel loading situations, fuel handling vehicles or aircraft being fueled or having fuel drained, or in any other place where smoking is prohibited by sign.~~

C.—~~*Welding.* No person shall conduct any welding or open flame operations in or adjacent to any hangar or building unless specifically authorized by the airport manager. When so authorized, all safety precautions shall be observed and welding equipment shall be operated by an experienced and qualified operator.~~

D.—~~*Refuse and Waste.* Lessees shall provide metal receptacles with self-closing covers for the storage of oily wastes, rags or other rubbish produced in their leased premises.~~

E.—~~*Floor Care.* All lessees shall keep floors of hangars and adjacent areas free and clear of all oil, grease and other flammable material.~~

F.—~~*Storage of Flammables.* No one shall keep or store any flammable materials on the airpark or in any building on the airpark other than in compliance with the Uniform Fire Code as adopted by ordinance of the city of Vancouver.~~

G.—~~*Extinguishers.* All tenants or lessees of hangars or shop facilities shall supply and maintain adequate and readily accessible fire extinguishers. Such fire extinguishers shall be rated for Class B and C fires.~~

H.—~~*Cleaning Fluids.* No person shall use volatile, flammable liquids in the cleaning of floors, aircraft, aircraft engines, propellers and appliances in hangars or other buildings on the airpark, unless such cleaning operations are conducted in open, ventilated, fire proofed areas and equipped with adequate and readily accessible fire extinguishing apparatus.~~

I.—~~*Painting.* Painting and associated processes shall be conducted only in properly designated rooms or buildings conforming to city building code requirements for this type of operation. No spray painting operation shall be conducted in T hangars.~~

J.—~~No heating devices intended to be used to preheat an aircraft, aircraft engine, or used to lower the humidity, shall be used in T hangars.~~

K.—~~Periodic inspections may be made by the Vancouver fire department to ensure compliance with these and other city fire regulations.~~

Section 20. That portion of Ordinance M-2733, codified as VMC 10.05.140, is hereby repealed.

10.05.140 — Penalties for violations.

A.—~~Generally, every person who violates or fails to comply with any provision of this chapter, or who operates or handles an aircraft in violation of any provision of this chapter, may be promptly removed or ejected from the airport by or under the authority of the airport manager, and upon the order of the airport manager may be deprived of the further use of the airport and its facilities for such length of time as may be required to insure the safeguarding of the same and the public and its interest therein. In addition, any person who violates or fails to comply with any of the requirements of this chapter is guilty of a misdemeanor and upon conviction thereof in Clark County District Court shall be punished by a fine of not more than three hundred dollars or by imprisonment for not more than thirty days, or by both such fine and imprisonment.~~

B.—~~*Traffic Violations.* Any person violating these rules and regulations and/or the traffic laws of the state of Washington or the city of Vancouver in connection with vehicular traffic on the airpark, shall be subject to prosecution in the appropriate court for such violation.~~

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- ~~C. Fuel trucks, when servicing aircraft, must be positioned so that they may be readily driven away without backing up to an open area in an emergency.~~
- ~~D. An adequate fire extinguisher shall be within ready reach of all persons engaged in fueling or defueling of aircraft.~~
- ~~E. All aircraft shall be positively grounded while being serviced with fuel.~~
- ~~F. Aircraft shall not be fueled or defueled while the engine is running or while such aircraft is in a hangar or any enclosed area.~~
- ~~G. Aircraft electrical appliances and radios shall be turned off during fueling or defueling.~~
- ~~H. Fuel spills that create a potential fire hazard shall promptly be reported to the Vancouver fire department with a request for assistance.~~

Section 21. Savings. Those ordinances or parts of ordinances which are amended or repealed by this ordinance shall remain in full force and effect until the effective date of this ordinance.

Section 22. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstance shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not effect or invalidate the remainder of any parts thereof to any person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 23. Effective date. This ordinance shall become effective () days following the date of final adoption.

Read first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read second time:

PASSED by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2021.

Anne McEnery-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

VMC Title 10 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
1.	10.05.010 Purpose of regulations Changing to “Purpose”	In order to provide for the safety of the general public, the rules and regulations set forth in this chapter shall apply to Pearson Airpark and to all public and private use thereof. (Ord. M-2733, 1987)	In order to provide for the safety of tenants, users and the general public, efficient use of Pearson Field Airport facilities, and the continued stewardship of the historic, economic, public safety, educational, and cultural value of Pearson Field this chapter shall apply to the governance of Pearson Field Airport and to all public and private use thereof.	Updated Language and change section name to “Purpose”
2.	10.05.015 Ownership and Operations	New Language	Pearson Field Airport is operated by the City of Vancouver, Washington on land owned by the City or leased under agreement with the National Park Service (NPS) Management and operation of Pearson Field Airport shall be consistent with all applicable local, State and Federal Regulations.	Introduce new language to explain the overall ownership of airport properties and authority of the airport airspace

VMC Title 10 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
3.	10.05.020 Construction and definitions	Nothing in this chapter shall be construed to mean that the city intends to permit any violation of any federal or state law. The following terms shall have the meanings indicated: 1. “Airpark” or “airport” means the land and facilities owned or controlled by the city of Vancouver known as Pearson Airpark. 2. “Airport advisory committee” means that body which recommends to the city council and city manager on matters pertaining to Pearson Airpark as set forth in Resolution M-545 or as the same may be amended. 3. “Airpark manager” means the individual or individuals designated by the city manager as having responsibility and authority for management of Pearson Airpark. 4. “Airport layout plan” means the most recent approved layout of the airport property, indicating current and proposed usage as approved by the city council by resolution. 5. “Based aircraft” means aircraft occupying hangar or tiedown space at the airpark on a monthly or other fixed- term basis. 6. “City of Vancouver” means a municipal corporation organized under the constitution and statutes of the state of Washington and known as Vancouver, Washington or Vancouver, USA. 7. “Commercial activity” means an operation or service performed for compensation which is conducted on or based at the airpark. 8. “Commercial operator” means any person who owns or operates or who is legally responsible for conduct of a commercial activity. 9. “Adjoining private property” means privately owned property abutting to and adjoining any part of Pearson Airpark.	The following words and phrases, whenever used in this chapter or documents promulgated hereunder, shall be construed as defined in this section unless from the context a different meaning is intended, or unless a different meaning is specifically defined and more particularly ascribed to the use of such words or phrases. All definitions contained in 49 U.S.C. § 40101 et seq. (hereinafter cited as "FAA Act") and all amendments thereto shall be considered as included herein; and all definitions shall be interpreted on the basis and intention of the FAA Act and amendments thereto, unless from the context a different meaning is intended, or unless a different meaning is specifically defined and more particularly ascribed to the use of such words or phrases. Nothing in this chapter shall be construed to mean that the city intends to permit any violation of any federal or state law. FAA regulations, as currently adopted, including any future amendments, shall be the controlling factor. The following terms shall have the meanings indicated: 1. “Airport” means the land and facilities owned or controlled by the city of Vancouver known as Pearson Field Airport. 2. “Aviation Advisory Committee” means that body which recommends to the city council and city manager on matters pertaining to Pearson Field Airport and the Airport Manager.	Simplified Language and change Section name to “Definitions”.

VMC Title 10 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
3. (Cont.)	10.05.020 Construction and definitions (Cont.)	10. “Employee” means any individual performing services at the airpark for another person and designated as an employee so that federal/state unemployment insurance, federal social security or federal withholding taxes are withheld from wages by his or her employer. 11. “FAA” means the Federal Aviation Administration. 12. “FCC” means the Federal Communications Commission. 13. “Flying club” means a nonprofit corporation or organization (as evidenced by articles of incorporation or other appropriate documents) in which all aircraft are equally owned or leased by all members of the corporation or organization. 14. “Fuel handling” means the transportation, delivering, fueling and draining of aircraft fuel, or any one of the above. 15. “Fixed base operator” means a proprietor of a commercial operation which offers multiple aeronautical related activities and services to the general public. 16. “Itinerant aircraft” means aircraft not based upon the airpark. 17. “Independent contractor” means one who contractually undertakes to perform services for another, but who is not controlled by the other nor subject to the other’s right to control with respect to physical conduct in performing the services. 18. “Landing area” means the runway, taxiways, turnoffs and adjoining areas. 19. “Long-term leases” means lease periods of more than two years. 20. “Motor vehicle” means automobiles, trucks, buses, public automobiles, limousines, taxis, and any other vehicle by which persons or property may be transported or carried on land, but not including aircraft. 21. “Operator” means the owner or the person, firm or representative or corporation controlling the operations of any certain aircraft or motor vehicle.	3. “Airport manager” means the individual or individuals designated by the city manager as having responsibility and authority for management of Pearson Field Airport. 4. “City” means a municipal corporation organized under the constitution and statutes of the state of Washington and known as Vancouver, Washington or Vancouver. 5. “Commercial activity” means the conduct of any aspect of business, concession, operation or agency in order to provide goods or services to any person for compensation, for-profit or hire. In addition, any activity which requires a license or certification to be performed whether for compensation or not is considered a commercial activity. 6. “FAA” means the Federal Aviation Administration. 7. "Person" means any individual, firm, partnership, corporation, company, association, joint stock association or body politic, and includes any trustee, receiver, assignee, or other similar representative thereof. 8. “Rules and regulations” means written rules as have been or may be promulgated from time to time by the Airport Manager to carry out this chapter or other city ordinance or law as needed to protect public health, safety, interests, and welfare on the airport, and which are consistent with this chapter and which have been adopted as provided herein.	(See above)

VMC Title 10 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
3. (Cont.)	10.05.020 Construction and definitions (Cont.)	22. “Person” means any individual, firm, co-partnership, corporation, company, association, joint stock association or body politic, and includes any trustee, receiver, assignee, or other similar representative thereof. 23. “Rules and regulations” means written rules as have been or are promulgated from time to time by the director of parks to carry out this chapter or other city ordinance or law as needed to protect public health, safety, interests, and welfare on the airpark, and which are consistent with this chapter and which have been adopted as provided herein. 24. “T Hangar” means a multiple aircraft storage building individually compartmentalized and normally leased to individual airplane operators. 25. “Tenant” means any person (as defined above) who through agreement with the city occupies and controls use of airpark premises. 26. “Contract or commission services” means a person performing contract or commission services for compensation on the airpark. 27. “Non-aviation services” means restaurants, car rentals and any other non-aeronautical services provided on the airpark. 28. “Fees and charges” means charges directly imposed by the city upon users of the airport for services of direct benefit. 29. “Standards for commercial/noncommercial operations” means rules and regulations which by their terms pertain only to commercial/noncommercial operations on Pearson Airpark. (Ord. M-2733, 1987)	9. “T Hangar” means a multiple aircraft storage building individually compartmentalized and normally leased to individual airplane operators. 10. “Tenant” means any person (as defined above) who through agreement with the city occupies and controls or benefits from the use of airport premises. 11. “Fees and charges” means charges directly imposed by the city upon users of the airport for services of direct benefit.	(See above)

VMC Title 10 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
4.	10.05.030 Regulations for airport use generally Changing to “Adoption of Rules and Regulations”	A. Any permission granted by the airport manager or by his/her representative, directly or indirectly, expressly or by implication, to any person or persons to enter or use the airport or any portion thereof, including aircraft operators, crew members and passengers, spectators, pleasure and commercial vehicles, officers and employees of lessees and also including other persons occupying space on the airport, persons doing business with the city of Vancouver, its lessees, sublessees and permittees, and all other persons whatsoever, is conditioned upon such persons’ compliance and continued compliance with these rules and regulations. Entry upon or into the airport by any person shall be deemed to constitute an agreement by that person to comply with all said rules and regulations. B. Use of the airport for carrying on activities in aviation on a commercial basis is restricted to those persons who shall have established themselves as tenants under a tenancy contract or permit from the city of Vancouver. No person who is not so authorized or who is in default under a tenancy contract or permit shall operate, service or repair aircraft on the premises or carry on any business of any nature thereon; provided, however, that an owner of an aircraft which is regularly stored on the airport, either by arrangement with the airport manager, or with an established tenant operator, may employ a qualified pilot/instructor to operate such owner’s aircraft and/ or to give instruction to such owner without being deemed in violation of this subsection. C. No person or persons, except airmen, duly authorized personnel, passengers going to or from aircraft, persons having business to transact in offices located in hangars, or other persons being personally conducted by airmen or airport attendants, shall be permitted to enter the area within the fence, i.e., within the landing area proper. Even the persons so excepted who thus shall have the privilege of unrestricted use of the space within the fence, are restricted to the necessary use of such space in connection with flights, inspections and routine duties.	The document titled “Pearson Field Airport Rules and Regulations,” is adopted by City Council and any future changes or amendments are by reference included here as though set forth herein verbatim. Any change or amendment to the Pearson Field Airport Rules and Regulations requires City Council approval.	Simplifies language and introduces a new Airport document, “Pearson Field Airport Rules and Regulations”. These changes will change this section’s name to “Adoption of Rules and Regulations”.

VMC Title 10 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
4. (Cont.)	10.05.030 Regulations for airport use generally Changing to “Adoption of Rules and Regulations” (Cont.)	D. Permit Required for Commercial Services. It is unlawful for anyone to engage in any commercial service in premises at Pearson Airpark unless he or she has first secured a permit from the city to do so; provided, this shall not apply to persons operating a business at the airpark under a tenancy agreement with the city, but all such persons must have a city business license, unless exempted by terms of Chapter 5.04 of this code. (Ord. M-2733, 1987)	(See above)	(See above)
5.	10.05.035 Minimum Standards for Commercial Activities at Pearson Field	New Language	The City Council has adopted Minimum Standards for Commercial Activities at Pearson Field Airport (Resolution M-3857, 2015) and by reference is included here as though set forth herein verbatim. The Minimum Standards for Commercial Activities apply to the conduct of all commercial activity on Pearson Field Airport. Nothing herein is intended to prevent persons from selling goods or services during any special event on the airport approved by the Airport Manager. Non-profit entities are not commercial activities or operations. Any change or amendment requires City Council approval.	This section introduces current standards for commercial operations.

VMC Title 10 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
6.	10.05.040 Refuse-Property damage-Tampering Changing to “Airport Advisory Committee”	A. Refuse. No person shall throw, dump or deposit any waste, refuse, litter or garbage on the grounds of the airport. All waste, refuse, litter and garbage shall be placed and kept in closed garbage cans or containers, and all operating areas shall be kept in a safe, neat, clean and orderly condition at all times. B. Property Damage. Anyone who intentionally destroys, injures, defaces or disturbs in any way any building, sign, equipment, marker or other structures, or other public property on the airport shall be guilty upon conviction of a misdemeanor. Any person responsible for the destruction or damage of airport property, whether by accident or otherwise, shall pay the city for such damage and destruction, and, in appropriate cases, for other financial losses to the airport which follow from such damage or destruction. C. Tampering with Aircraft. No one may interfere or tamper with any aircraft or start the engine of such aircraft unless authorized to do so. (Ord. M-2733, 1987)	1. Purpose. The purpose of the Airport Advisory Committee is to provide advice and recommendations to the Airport Manager, City Manager, and City Council, as well as other city departments, regarding the management and operations of the Airport and other aviation related issues affecting Pearson Field Airport. The committee shall provide advice and recommendations on: i. Issues pertaining to maximizing the historic, economic, public safety, educational, and cultural value of the Airport. ii. Airspace compatibility of any economic development projects with potential to affect the Airport (ex. zoning, building standards, etc.). iii. General financial oversight of the airfield, including all proposed fees, commercial leases, rental rates, and rental agreement formats.. iv. Proposals to construct or remove any building, capital improvements, or to enlarge airport facilities. v. The adoption or amendment of airport rules and regulations, Commercial Minimum Standards, and the development of airport related plans including the master plan and airport layout plan. vi. Formal agreements with the National Park Service, or any other entity, with either operational or financial implications for the Airport. vii. Aviation matters referred to the committee by City Council, City Manager, or their designee. viii. Other aviation matters that originate from within the committee.	The new “Pearson Field Airport Rules and Regulations” document will incorporate existing VMC verbiage that are more appropriate for a standalone rules and regulations document. This section will be renamed “Airport Advisory Committee.”

VMC Title 10 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
6.	10.05.040 Refuse- Property damage- Tampering Changing to “Airport Advisory Committee	(See Above)	ix. All Airport grants before being submitted to the Council for City acceptance of the grant. The exception will be if grant acceptance and Council action is required sooner than the AAC can meet. 2. Members – Appointment The Airport Advisory Committee shall consist of XX members appointed by the Mayor and approved by City Council. Committee members will serve without compensation. Members will have a demonstrable interest in the Airport, and/or aviation and aeronautical activities. and preferably have skills in one or more relevant areas such as airport management, legal, marketing, finance, FAA knowledge, real estate, business, engineering. Members shall demonstrate the ability to work effectively with others in a volunteer committee role. If a suitable candidate is available, one member shall be a representative from the Port of Portland and one member will be from a surrounding neighborhood. In support of assuring a balanced range of community perspective on the AAC and subject to exception by the City Council in their process of appointing members of the Committee, tenants of the airport should not constitute a majority of the AAC. No members will be employees of the City of Vancouver. 3. Terms Airport Advisory Committee members shall be appointed for three-year terms; provided of the seven initial members, three shall be appointed to a three-year term, three to a two-year term and one to a one-year term. Subsequent appointments shall be to fill any unexpired term or to a three-year term. Service of members may not exceed three consecutive full terms.	(See Above)

VMC Title 10 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
6. (Cont.)	10.05.040 Refuse- Property damage- Tampering Changing to “Airport Advisory Committee	(See above)	Subsequent appointments shall be to fill any unexpired term or to a three-year term. Service of members may not exceed three consecutive full terms. 4. Each year, the committee shall elect by majority vote a chair and vice chair and such other officers as the committee finds necessary. Officers shall serve for one-year and may not serve for more than two consecutive years. 5. Removal. Any member may be removed, prior to the expiration of their term of appointment, by a majority vote of the City Council 6. Meeting-Quorum. The committee shall hold meetings at least quarterly and may hold such other meetings as it finds necessary. A majority of the current members of the airport advisory committee shall constitute a quorum. 7. Bylaws. The Airport Advisory Committee shall adopt bylaws that outlines the transaction of its business. The bylaws will be consistent with City values and subject to review by the City Manager or designee. The Airport Advisory Committee may thereafter amend the bylaws or repeal and replace the bylaws subject to review by the City Manager or designee and referral, if appropriate, to the City Council for ratification. The bylaws may only contain provisions for the regulation and management of the affairs of the Airport Advisory Committee consistent with law and this chapter of VMC 10.05	(See above)

VMC Title 10 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
6. (Cont.)	10.05.040 Refuse- Property damage- Tampering Changing to “Airport Advisory Committee	(See above)	8. Assistance The Airport Manager or the Manager’s designee shall serve as staff liaison and Secretary to the Committee ("Secretary"). The City’s staff and consultants, under direction of the Secretary, shall furnish professional and technical information and advice to the Committee.	(See above)
7.	10.05.050 Access to Pearson Airpark from adjoining private property	Access to Pearson Airpark will not be permitted from adjoining private property. A control and security fence will be erected and maintained separating Pearson Airpark and private property. (Ord. M-2733, 1987)	All funds shall be disbursed only for the purposes approved by the FAA or granting State or local agency. Such funds shall not be dispersed or loaned for any other reason unless permitted under the grant and approved by the City Council.	The new “Pearson Field Airport Rules and Regulations” document will incorporate existing VMC verbiage that are more appropriate for a standalone rules and regulations document. This section will be renamed “Federal and State Grants.”

VMC Title 10 Amendments

Item	Section	Existing Language	Proposed	Staff Comments
8.	10.05.060 Motor vehicle regulations Changing to “Audits”	A. No one shall operate any vehicle on the airpark in a negligent manner, nor in disregard of the rights and safety of others, nor at a speed likely to endanger unreasonably any person or property, nor while the driver is under the influence of intoxicating liquor, or any narcotic drug, as such condition is defined in the city traffic code at Chapter 9.56 of this code. B. No person not having a valid vehicle operator license shall operate any vehicle on the airport, nor shall any person operate at the airpark any vehicle which is not properly licensed under the laws of the state of Washington or of another state. C. All vehicles operated on the airpark shall be driven at a safe and reasonable speed, but not to exceed fifteen miles per hour. D. No motor vehicle shall be driven onto the landing area proper, without the express permission of the airpark manager or designated representative, and then only in accordance with these instructions. E. No one shall operate any motor vehicle on the airpark, off designated streets, except fueling trucks, city operated or authorized patrol or emergency vehicles, management and maintenance vehicles, FAA maintenance vehicles, and business tenants and their employees, and T-hangar or tiedown tenants, while directly going to and from their leased areas. F. No go-carts, bicycles or similar vehicles, or horses are permitted on the ramps, runways or taxiways of the airpark. G. No one shall operate any commercial vehicle carrying passengers for hire from the airpark unless such operation is conducted with the approval of airpark management; provided, this shall not prevent taxicabs from bringing persons to the airpark, nor shall it prevent taxicabs licensed by the city from picking up passengers at the airpark. H. Accident Reports. The driver of any vehicle involved in an accident in the airpark shall within forty-eight hours make a complete report in writing to the airpark manager. (Ord. M-2733, 1987)	Audits. Given the unique nature of the airport in the City’s portfolio of assets (including regulatory requirements and the airport’s enterprise status), audits shall be conducted for Pearson Field no less than every three (3) years. Audit results, and subsequent action plans, shall be provided to airport and City management and the Airport Advisory Committee	The new “Pearson Field Airport Rules and Regulations” document will incorporate existing VMC verbiage that are more appropriate for a standalone rules and regulations document. This Section will be renamed “Audits.”

VMC Title 10 Amendments

Item	Section	Existing Language	Proposed	Staff Comments
9.	10.05.065 Posting regulations	New Language	- Rules and regulations adopted pursuant to this chapter shall be made available by the Airport Manager. The rules and regulations shall also be posted on the Pearson Field Airport website. Rules and regulations shall be supplied to all applicants and interested parties upon request to the Airport Manager. (Ord. M-2733, 1987) - Current airport plans (Master, Layout, Business, etc.) shall be posted on the Pearson Field Airport website	Introducing new language for the purpose of explaining the posting of regulations
10.	10.05.070 Vehicular parking regulations	A. No person shall park a motor vehicle on the airport other than in the manner and at places prescribed by the airport manager. B. No automobile, truck or other motor vehicle shall be parked in front of any T-hangar, except for service or delivery vehicles, and then only long enough to make such service or delivery. C. A T-hangar tenant may park his or her own vehicles in his/her T-hangar. D. No one shall abandon any motor vehicle on the airport, or leave any vehicle in a public parking area in excess of seventy-two consecutive hours unless express approval for such parking has been obtained from the airport manager. Any vehicle in violation of this section may be towed away for storage at direction of the airport manager. All charges for towing and storage shall be at the owner's expense. E. Persons parking vehicles on the airport do so at their own risk and such vehicles may be entered by airport personnel for the purpose of moving the vehicles when it becomes necessary for area maintenance or for enforcement of this or other ordinance. (Ord. M-2733, 1987)	Moved to new Rules and Regulations Document	The new “Pearson Field Airport Rules and Regulations” document will incorporate existing VMC verbiage that are more appropriate for a standalone rules and regulations document

VMC Title 10 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
	10.05.080 General operations – Regulations	A. Federal, State and City Rules to be Observed. The airport landing area is open for public use in accordance with the rules and regulations governing the operation of aircraft and the conduct of airmen as promulgated by the appropriate agencies of the United States government, the state of Washington, and the city. B. Minimum Standards. Minimum standards for the conduct of commercial and other activity on Pearson Airpark including specific rules and regulations shall be adopted by resolution of city council. Such rules and regulations shall be consistent with this chapter governing airport operations and with state and federal laws and with generally accepted practices of general aviation airports. Resolution M-2378, establishing such minimum standards, is ratified and confirmed insofar as consistent with this chapter. C. Authority to Suspend Operations. The airport manager, either directly or through a designated agent, may suspend or restrict any or all operations without regard to weather conditions whenever the manager finds such action is necessary in the interest of safety. D. Compliance for Safety Required. The airport manager shall at all times have authority to take such actions as may be necessary to safeguard the public in attendance at the airport. Every pilot, mechanic or other person employed on or using the airport shall cooperate with the airport management in enforcement of this chapter and to see that all persons upon the premises use due care and caution to prevent injury to persons or damage to property. E. Student Pilots. Instructors shall fully acquaint their students with the provisions of this chapter and shall be responsible for the conduct of students under their direction during dual instruction. When a student is flying solo, it shall be his/her sole responsibility to observe and abide by the provisions of this chapter.	Moved to new Rules and Regulations Document	The new “Pearson Field Airport Rules and Regulations” document will incorporate existing VMC verbiage that are more appropriate for a standalone rules and regulations document

VMC Title 10 Amendments

Item	VCM Section	Existing Language	Proposed	Staff Comments
13. (Cont.)	10.05.080 General operations – Regulations (Cont.)	F. Use of Intoxicants and Drugs. Pilots and any other members of an aircraft crew in operation on the airport, or any person directly attending or assisting in said operation, will not be under the influence of or affected by intoxicating liquor or a drug which affects their ability to safely perform their duties. Aircraft passengers may be denied flight passage if they are under the influence of intoxicating liquors or drugs to the extent that they might endanger the safety of other persons. G. Accident Reports. The pilot of an aircraft involved in an accident on the airport causing personal injury or property damage shall, within forty-eight hours, make a report to the airport manager. In the event that he/she is unable to do so, the owner or his/her agent shall make such report and witnesses also may make and file such reports. H. Repairs. Repair of aircraft, aircraft engine, propeller or apparatus (except emergency repairs to facilitate movement of an aircraft) shall be made only in spaces designated for this purpose and only by persons working on their own aircraft or who have a valid city business license, in conjunction with either a permit or tenancy agreement from the city of Vancouver. (Ord. M-2733, 1987)	Moved to new Rules and Regulations Document	The new “Pearson Field Airport Rules and Regulations” document will incorporate existing VMC verbiage that are more appropriate for a standalone rules and regulations document
14.	10.05.090 Landing and takeoff rules	A. Landings and takeoffs shall be made into the wind on that runway which is most nearly aligned with the wind as indicated by the "automatic runway designator" provided; exceptions may be made when the airfield is under instrument flight rules (IFR). B. No aircraft shall land or take off, nor continue its approach to the runway or runway safety areas thereto, when vehicles, equipment or personnel are on the runway or when the airport manager has closed the runway by placing a white "X" above the runway numerals.	Moved to new Rules and Regulations Document	The new “Pearson Field Airport Rules and Regulations” document will incorporate existing VMC verbiage that are more appropriate for a standalone rules and regulations document

VMC Title 10 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
14. (Cont.)	10.05.090 Landing and takeoff rules (Cont.)	C. All arriving or departing aircraft shall conform to a traffic pattern which identifies appropriate geographical boundaries from which turns shall be made. Such air traffic pattern will be adopted by city resolution after FAA approval, and shall be posted on the airpark. D. The standard traffic pattern for Pearson Airpark is one thousand feet MSL, left hand landing runway 08 and right hand landing runway 26. (Ord. M-2733, 1987)	Moved to new Rules and Regulations Document	The new “Pearson Field Airport Rules and Regulations” document will incorporate existing VMC verbiage that are more appropriate for a standalone rules and regulations document

VMC Title 10 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
15.	10.05.100 Aircraft ground and taxiing rules	A. At no time shall engines be operated within any hangar, shop or other building. When an engine is being hand propped, a competent operator shall be at the controls and the wheels shall be chocked, and/or operating parking brakes shall be set. B. No one shall taxi an aircraft to or from the hangar line or to or from an approved parking space until he has ascertained that there will be no danger of collision with any person or object in the immediate area. C. Speed. No aircraft shall be taxied except at a speed which is safe and reasonable under all circumstances then existing. D. Brakes. No aircraft which is not equipped with adequate brakes shall be taxied near buildings or parked aircraft unless an attendant is at the wing of the aircraft to assist the pilot. E. Runways will not be used in lieu of or as taxiways. Taxiing to and from runways will be done along those taxiways which provide the most direct route. F. Closed Taxiways. No aircraft shall be taxied by any person upon a taxiway which has been designated by the airpark manager as being closed. The closure of any taxiway shall be so designated as such by the airport manager by placement of a white "X" on the centerline of the taxiway. G. Aircraft awaiting takeoff shall stop at the runway holding line in a position to have direct view of aircraft approaching or landing. (Ord. M-2733, 1987)	Moved to new Rules and Regulations Document	The new “Pearson Field Airport Rules and Regulations” document will incorporate existing VMC verbiage that are more appropriate for a standalone rules and regulations document

VMC Title 10 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
16.	10.05.110 Aircraft parking	A. Unless otherwise provided in a lease or other agreement, no person shall use any area of the airpark for parking and storage of aircraft or property without first obtaining permission of the airpark manager. If anyone does use any such area without first having obtained permission, then the airpark management may order the aircraft or other property impounded, removed and stored at the expense of the owner, without liability for damage thereto or any costs arising from or out of such removal or storage. B. Aircraft shall be properly blocked and tied down by the owner or operator when parked overnight or when conditions otherwise warrant blocking or tying down. Owners of aircraft shall be responsible for any damage resulting from failure to comply with this rule. C. Securing of aircraft shall be the sole responsibility of the owner or operator of the aircraft, and the city of Vancouver, its employees and agents shall in no way be held responsible to secure aircraft or for the consequences of failure of the owner or operator to so secure. (Ord. M-2733, 1987)	Moved to new Rules and Regulations Document	The new “Pearson Field Airport Rules and Regulations” document will incorporate existing VMC verbiage that are more appropriate for a standalone rules and regulations document
17.	10.05.115 Disabled aircraft	A. Aircraft owners and pilots are required to remove promptly from any public landing area their disabled aircraft as soon as permitted and/ or directed by cognizant FAA and/or National Transportation Safety Board authorities or by the city airport management. B. Non-airworthy aircraft, wrecks, "junkers" or parts thereof shall not be parked or stored anywhere on the airpark unless awaiting bona fide and scheduled repairs by a licensed commercial aviation maintenance business on the airpark, unless express authority has been granted in writing by the airpark manager. C. Should any person refuse to remove an aircraft or any parts thereof when directed to do so by the airpark manager in compliance with this chapter, such aircraft may be removed at the owner's or operator's expense and without liability (to the city) for damage which may result in such moving. (Ord. M-2733, 1987)	Moved to new Rules and Regulations Document	The new “Pearson Field Airport Rules and Regulations” document will incorporate existing VMC verbiage that are more appropriate for a standalone rules and regulations document

VMC Title 10 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
18.	10.05.120 Fuel handling and storage requirements	A. Fuel storage and servicing equipment must comply with all city, state and federal laws and regulations. B. Fueling hoses, fuel equipment and fuel trucks shall be maintained in a safe, sound and non-leaking condition. C. Fuel trucks shall proceed slowly and with caution on the airpark. D. Fuel trucks, when servicing aircraft, must be positioned so that they may be readily driven away without backing up to an open area in an emergency. E. An adequate fire extinguisher shall be within ready reach of all persons engaged in fueling or defueling of aircraft. F. All aircraft shall be positively grounded while being serviced with fuel. G. Aircraft shall not be fueled or defueled while the engine is running or while such aircraft is in a hangar or any enclosed area. H. Aircraft electrical appliances and radios shall be turned off during fueling or defueling. I. Fuel spills that create a potential fire hazard shall promptly be reported to the Vancouver fire department with a request for assistance. (Ord. M-2733, 1987)	Moved to new Rules and Regulations Document	The new “Pearson Field Airport Rules and Regulations” document will incorporate existing VMC verbiage that are more appropriate for a standalone rules and regulations document
19.	10.05.125 Rules for use of T-hangars	A. T-hangars will be rented only for aircraft storage and only on a month-to-month basis. Rental agreements are nontransferable. B. Hoisting or holding mechanisms will not be attached to any part of any T-hangar. C. Tenants will not paint, alter or modify any part of the T-hangar and associated fixtures without prior written permission of the airpark manager.	Moved to new Rules and Regulations Document	The new “Pearson Field Airport Rules and Regulations” document will incorporate existing VMC verbiage that are more appropriate for a standalone rules and regulations document

VMC Title 10 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
19. (Cont.)	10.05.125 Rules for use of T-hangars (Cont.)	D. Electrical and/or gas-fired heaters will not be used in or about T-hangars. E. Paint, dope and other flammable or volatile materials shall not be stored in T-hangars at any time, except in aircraft fuel tanks; provided, not to exceed two cases of one-quart cans of oil may be stored in T-hangars. F. Storage or use of flammable and/or volatile liquids for cleaning aircraft or parts is prohibited. G. Aircraft engines shall not be operated inside T-hangars. H. T-hangars shall be kept clean and free of debris and oily rags or other fire hazardous materials. I. Tenants shall not park or leave aircraft adjacent to T-hangar doors so as to unduly interfere or obstruct access to adjacent T-hangars. (Ord. M-2733, 1987)	Moved to new Rules and Regulations Document	(See above)
20.	10.05.130 Fire regulations	A. All persons using the airport area or the facilities of the airport in any way shall exercise the utmost care to guard against fire and injury to persons or property. B. No person shall smoke or carry any lighted cigar, pipe, cigarette, match or any open flame in or upon the airport within fifty feet of fuel storage areas, fuel loading situations, fuel handling vehicles or aircraft being fueled or having fuel drained, or in any other place where smoking is prohibited by sign. C. Welding. No person shall conduct any welding or open-flame operations in or adjacent to any hangar or building unless specifically authorized by the airport manager. When so authorized, all safety precautions shall be observed and welding equipment shall be operated by an experienced and qualified operator. D. Refuse and Waste. Lessees shall provide metal receptacles with self-closing covers for the storage of oily wastes, rags or other rubbish produced in their leased premises.	Moved to new Rules and Regulations Document	The new "Pearson Field Airport Rules and Regulations" document will incorporate existing VMC verbiage that are more appropriate for a standalone rules and regulations document

VMC Title 10 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comment
20. (Cont.)	10.05.130 Fire regulations (Cont.)	E. Floor Care. All lessees shall keep floors of hangars and adjacent areas free and clear of all oil, grease and other flammable material. F. Storage of Flammables. No one shall keep or store any flammable materials on the airpark or in any building on the airpark other than in compliance with the Uniform Fire Code as adopted by ordinance of the city of Vancouver. G. Extinguishers. All tenants or lessees of hangars or shop facilities shall supply and maintain adequate and readily accessible fire extinguishers. Such fire extinguishers shall be rated for Class B and C fires. H. Cleaning Fluids. No person shall use volatile, flammable liquids in the cleaning of floors, aircraft, aircraft engines, propellers and appliances in hangars or other buildings on the airpark, unless such cleaning operations are conducted in open, ventilated, fire-proofed areas and equipped with adequate and readily accessible fire- extinguishing apparatus. I. Painting. Painting and associated processes shall be conducted only in properly designated rooms or buildings conforming to city building code requirements for this type of operation. No spray-painting operation shall be conducted in T-hangars. J. No heating devices intended to be used to preheat an aircraft, aircraft engine, or used to lower the humidity, shall be used in T-hangars. K. Periodic inspections may be made by the Vancouver fire department to ensure compliance with these and other city fire regulations. (Ord. M-2733, 1987)	Moved to new Rules and Regulations Document	The new “Pearson Field Airport Rules and Regulations” document will incorporate existing VMC verbiage that are more appropriate for a standalone rules and regulations document

VMC Title 10 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
21.	10.05.135 Posting regulations	Rules and regulations adopted pursuant to this chapter shall be posted in a prominent place in offices of businesses and at other conspicuous places at the airpark, as found necessary by the airpark manager. Copies of this chapter and also of such rules and regulations shall be supplied to all applicants and interested parties upon request to the airport manager. (Ord. M-2733, 1987)	Moved to new section 10.05.065	Updated Language
22.	10.05.140 Penalties for violations	A. Generally, every person who violates or fails to comply with any provision of this chapter, or who operates or handles an aircraft in violation of any provision of this chapter, may be promptly removed or ejected from the airport by or under the authority of the airport manager, and upon the order of the airport manager may be deprived of the further use of the airport and its facilities for such length of time as may be required to insure the safeguarding of the same and the public and its interest therein. In addition, any person who violates or fails to comply with any of the requirements of this chapter is guilty of a misdemeanor and upon conviction thereof in Clark County District Court shall be punished by a fine of not more than three hundred dollars or by imprisonment for not more than thirty days, or by both such fine and imprisonment. B. Traffic Violations. Any person violating these rules and regulations and/or the traffic laws of the state of Washington or the city of Vancouver in connection with vehicular traffic on the airpark, shall be subject to prosecution in the appropriate court for such violation. (Ord. M-2733, 1987)	Moved to new Rules and Regulations Document	The new “Pearson Field Airport Rules and Regulations” document will incorporate existing VMC verbiage that are more appropriate for a standalone rules and regulations document.

VMC Title 10 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
23.	10.05.145 Fees and charges	A. All fees and charges to users of Pearson Field shall be administratively established pursuant to the standards and requirements set forth herein. B. Fees and rates charged shall be evaluated annually. Rates shall be established with consideration given to the self-support policy for Pearson Field, local market conditions, and consistency with other regional airport pricing. The aviation advisory committee shall review fees and charges and make recommendations to city staff consistent with this chapter. Notice shall be given to airport users of all advisory commission meetings where changes that affect such users will be considered. Notice of a proposed fee or rate increase shall be provided to such affected airport users 30 days in advance of such proposed increase. C. Landing Fee – Non-tenants. Anyone operating an aircraft for commercial purposes and who lands such an aircraft at Pearson Airpark more than once in any thirty-day period, and who is not a tenant at Pearson Airpark, shall, beginning with such second landing, be subject to and shall pay to the city a landing fee for each such landing, except that only one landing fee shall be charged per day for each aircraft using the facility regardless of the number of landings per day for that same aircraft. Such fee is to be paid on a monthly basis and must be accompanied by a form prepared by the airpark manager and filled out by the commercial operator to show the numbers of aircraft and times of each such landing. The airpark manager with the approval of the city manager shall make rules and regulations consistent with this section as are found necessary for its administration.	All fees and charges to users of Pearson Field shall be administratively established pursuant to the standards and requirements set forth herein. 1. Fees and rates charged may be evaluated annually. Rates shall be established with consideration given to (a) airport self-sustainability based on actual and projected costs and (b) competitiveness with local benchmark airports adjusted for differences in services, amenities, and geography. The Airport Advisory Committee shall review fees and charges and make recommendations to city staff consistent with this chapter. 2. Notice shall be given to airport tenants of all Advisory Committee and City Council meetings where changes that affect such users will be considered. Notice of a proposed fee or rate change shall be provided to such affected airport tenants thirty (30) days in advance of such proposed change. Fee and rate provisions for land and building lease and or rental holders will be described in individual agreements. 3. Landing Fee for non-tenants. Anyone operating an aircraft for commercial purposes shall execute an agreement with the City for such purposes. Incidental or occasional use does not require an agreement 4. T-hangar rent established. Monthly rates for T-hangars that are substantially similar in size, configuration and amenities will be set consistently across the airport. A schedule of rates for each class of hangars will be published on the Pearson Field website. 5. City controlled Tiedown Fee – Airport management shall designate areas for both transient and monthly tiedown space. A schedule of rates for monthly tie-down spaces will be published on the City and Pearson Field websites.	Updated Language and relabeled this section to new section 10.05.075

VMC Title 10 Amendments

Item	VMC Section	Exiting Language	Proposed	Staff Comments
23. (Cont.)	10.05.145 Fees and charges (Cont.)	For the purposes of this chapter, as amended, the term “commercial purposes” includes air taxi operations, and the carrying in air commerce in small aircraft by any person (other than an air carrier) of persons or property for compensation or hire. The term shall not cover student instruction, ferry or training flights. It is unlawful for anyone liable therefore to fail to properly file a return and pay the tax imposed by this section, and anyone convicted in district court of failing to do so shall be sentenced to pay a fine of fifty dollars. D. Permit and Fee Required for Conducting Commercial Services. It is unlawful for anyone to engage in any commercial service in premises at Pearson Airpark unless he or she has first secured a permit so to do, and has paid the designated fee; provided, this subsection shall not apply to persons operating a business at the airpark under a tenancy agreement with the city but each such person shall have a city B&O license and pay B&O fees and taxes unless exempted therefrom by Chapter 5.04 of this code. E. Hangar Rental Fee. City-owned T-hangar buildings shall be rented on a month-to-month basis for the storage of aircraft. A waiting list shall be maintained when demand is in excess of supply. F. Tiedown Fee – City Controlled. The airport manager may designate areas for both transient and permanent tiedown space. Payment for such use will be either daily or monthly.	6. Fuel Flowage Fee. All aviation fuel delivered for resale purposes to Pearson Airport must be delivered only to those facilities designed for aviation fuel. The dispenser of such fuel shall be required to pay directly to the City (airport fund) the fuel flowage fee delivery in an amount and manner agreed to by contract. 7. Deposits, Fines and Fees. Any deposits, fines or fees, paid in association with the airport will be maintained in an airport account by the City for exclusive use by the airport. All such charges will be invoiced by the City by either regular mail or electronically. (VMC 3.12.093). 8. Payments. All payments of fees and charges are due and payable in advance of the first day of the month unless otherwise provided. Payments shall be made to Financial and Management Services, P.O. Box 1995, Vancouver, WA 98668 – 1995	(See above)

VMC Title 10 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
23. (Cont.)	10.05.145 Fees and charges (Cont.)	G. Tiedown Fee – Tenant Controlled. The airpark manager may enter into agreements, on forms to be prepared by the city attorney, with various tenants to provide for collections of such tiedown fees, and for the assignment of certain areas of the airpark to each of such tenant for supervision and maintenance of such tiedown areas. Tiedown fees shall be paid by the user to a properly designated tenant who shall furnish a receipt therefore and who shall transmit to the city director of Financial and Management Services a duplicate of such receipt and an agreed upon percentage of the money which has been thus collected, not later than the tenth day of each month. H. Fuel Flowage Fee. All aviation fuel delivered to Pearson Airpark must be delivered only to in-ground storage facilities. The deliverer of such fuel shall be required to pay directly to the city the fuel flowage fee of three cents per gallon or such other amount as may be established by city ordinance or by resolution adopted by the city council after a public hearing. Such payment to be made by the twentieth day of each month for the previous month’s delivery. I. Leasehold Tax. A Washington State leasehold tax shall be included in each rental or lease payment schedule for use of airpark property when such rent or lease is for thirty consecutive days or more. L. Payments. All payments of fees and charges are due and payable in advance the first day of the month unless otherwise provided. Payments shall be made to the director of Financial and Management Services, P.O. Box 1995, Vancouver, WA 98668 – 1995. (Ord. M-3580, 2002; Ord. M-2733, 1987)	(See above)	(See above)

PEARSON FIELD AIRPORT

Rules and Regulations

Adopted by City Council

_____ 2021

Revised by City Council

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ARTICLE 1. PURPOSE AND APPLICATION.

- A. Purpose of Rules and Regulations. In order to provide for the safety of tenants and the general public and the efficient use of airport facilities, the rules and regulations set forth in this chapter shall apply to Pearson Field Airport and to all public and private use thereof. (Ord. M-2733, 1987)(FAA Order 5190.6b, Chapter 7, Section 7.8.c) (Ord. M-2733 (part), 1987).
- B. The Vancouver City Council has adopted Vancouver Municipal Code Title 10, Aircraft and Airports. Nothing herein shall modify or supersede any revisions of VMC Title 10.
- C. These Rules and Regulations have been adopted by Vancouver City Council by resolution. Proposed modifications must be approved by the Airport Manager, the City Manager, and adopted by City Council resolution.
- D. Application of Minimum Standards for Commercial Operations. The provisions contained in Part II of the Rules and Regulations are additional requirements intended to apply only to any commercial aviation operator at the airport. The City Council has adopted Minimum Standards for Commercial Activities at Pearson Field. (Resolution M- 3857, 2015).
- E. The City Council has adopted, as to form, various rental and lease agreements.

ARTICLE 2. DEFINITIONS.

Nothing in this chapter shall be construed to mean that the city intends to permit any violation of any federal or state law. FAA regulations, as currently adopted, including any future amendments, shall control. The following terms shall have the meanings indicated:

1. "Adjoining private property" means privately owned property abutting to and adjoining any part of Pearson Field Airport Airpark.
2. "Aeronautical Activity" means any activity or service which involves, makes possible, or is required for the operation of aircraft, or contributes to, or is required for, the safety of such operations. "Aeronautical activities" include, but are not limited to, charter operations (under either Federal Aviation Regulation [FAR] Part 121 or 135), charter brokerage, aircraft hangar leasing, pilot training, aircraft rental and sight-seeing, aerial photography, crop dusting, fire suppression, aerial advertising and surveying, aircraft sales, leasing and servicing, aircraft management, and sale of aviation petroleum products, whether or not conducted in conjunction with other included activities which have a direct relationship to the operation of aircraft, repair

and maintenance of aircraft, sale of general aviation aircraft parts, and any other activities which because of their relationship to the operation of aircraft can appropriately be regarded as an "aeronautical activity."

3. "Aircraft" means any contrivance used or designed for navigation or flight in the air including but not limited to an airplane, sailplane, glider, helicopter, gyrocopter, ultralight, balloon, blimp, dirigible, unmanned aerial vehicle, remotely piloted vehicle or drone.
4. "Aircraft Operation Area (AOA)" means any area of an airport used or intended to be used for landing, takeoff, or surface maneuvering of aircraft. An aircraft operations area includes such paved areas or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiways, or apron.
5. "Airpark" or "Airport" means Pearson Field Airport; any and all of the properties owned and controlled by the City of Vancouver, Washington, being used as a public airport and located in Clark County, Washington, within the Vancouver city limits.
6. "Airport Advisory Committee (AAC)" means that body which makes recommendations to the city council and city manager on matters pertaining to Pearson Field Airport as set forth in Vancouver Municipal Code.
7. "Airport Manager" means the person designated by the City Manager as having responsibility and authority for management of Pearson Field Airport with the right to exercise all of the authority pertaining to the overall operation of the Airport and the enforcement or application of all rules and regulations related to the Airport.
8. "Airport layout plan" means the most recent approved layout of the airport property, indicating current and proposed usage as approved by the city council by resolution.
9. "Apron" or "Ramp" refers to the same area, and means an area designated for the parking, maneuvering, taxing, loading, unloading and servicing of aircraft while they are on the ground.
10. "Based aircraft" means an aircraft which the owner physically locates at the airport for an undetermined period, and, whenever absent from the Airport, its owner intends to return the aircraft to the airport for long-term storage. Aircraft not physically located at the airport for more than fifty (50) percent of a calendar year shall not be considered a based aircraft.
11. "City of Vancouver" means a municipal corporation organized under the constitution and statutes of the state of Washington and known as Vancouver, Washington.

12. "Commercial activity" means the conduct of any aspect of a business, concession, operation, or agency in order to provide goods or services to any person for compensation, for-profit or hire. In addition, any activity which requires a license or certification to be performed, whether for compensation or not, is considered a commercial activity.
13. "Commercial operator" means a person, firm, corporation, or other entity conducting commercial activities or services at the Airport for compensation or hire, and/or providing a service which requires licensing or certification to be performed regardless of whether or not compensation is provided. Nonprofit organizations are not considered commercial operators.
14. "Employee" means any individual performing services at the airport for another person and designated as an employee so that federal/state unemployment insurance, federal social security or federal withholding taxes are withheld from wages by his or her employer.
15. "FAA" means the Federal Aviation Administration.
16. "Fees and charges" mean charges directly imposed by the city upon users of the airport for services or direct benefit.
17. "Flying club" means a nonprofit corporation or organization (as evidenced by articles of incorporation or other appropriate documents) in which all aircraft are equally owned or leased by all members of the corporation or organization.
18. "Fuel handling" means the transportation, sale, delivery, dispensing, or draining of fuel or fuel waste products to or from aircraft or fuel trucks.
19. "Fixed Base Operator (FBO)" means a full-service commercial operator who engages in the activities that typically include aircraft fuel sales, airframe, powerplant, and avionics maintenance and overhaul, flight training, and pilot supplies and aircraft parts retail sale.
20. "Fuel Storage Area" means any portion of the Airport designated temporarily or permanently by the Airport Manager as an area in which aircraft fuel or any other type of fuel may be stored or loaded
21. "General Aviation" means all civil aviation operations other than military, scheduled air services and non-scheduled air transport operations for remuneration or hire.
22. "IFR" shall mean instrument flight rules.

23. "Independent contractor" means one who contractually undertakes to perform services for another, but who is not controlled by the other nor subject to the other's right to control with respect to physical conduct in performing the services.
24. "Itinerant aircraft" means aircraft not based upon the airpark (not a "based aircraft").
25. "Landing area" means the runway, taxiways, turnoffs and adjoining areas.
26. "Lease" means the written contract between the City and a person/business enterprise specifying the terms and conditions under which a person may occupy and operate certain Airport facilities and/or property.
27. "Long-term leases" means leases with periods of more than two years.
28. "Minimum Standards for Commercial Activity" means the qualifications or criteria established by the Vancouver City Council as the minimum requirements to perform commercial activities and operations on the airport.
29. "Motor vehicle" means automobiles, trucks, buses, public automobiles, limousines, taxis, and any other vehicle by which persons or property may be transported or carried on land, but not including aircraft.
30. "Movement area" means the runway and adjoining taxiway. Adjoining areas are non-movement areas.
31. "Non-aeronautical services" means restaurants, car rentals and any other non-aeronautical services provided on the airport.
32. "NTSB" means the National Transportation Safety Board.
33. "Operator" means the owner or the person, firm or representative or corporation controlling the operations of any certain aircraft or motor vehicle.
34. "Person" means any individual, firm, partnership, corporation, company, association, joint stock association or body politic, and includes any trustee, receiver, assignee, or other similar representative thereof.
35. "Public place" means that portion of any building or vehicle used by and opened to the public, regardless of whether the building or vehicle is owned in whole or in part by private persons or entities, or other public entity, and regardless of whether a fee is charged for admission or use.
36. "Rental Agreement" means the written contract between the City and a person/business enterprise specifying the monthly terms and conditions under which a person may occupy and operate certain Airport facilities and/or property.

37. "Rules and regulations" means written rules as have been or may be promulgated from time to time by the Airport Manager or the City Manager, and adopted by City Council to carry out these airport operations, observe other city ordinances or laws as needed to protect public health, safety, interests, and welfare on the airport, and which are consistent with this Rules and Regulation document and which have been adopted as provided herein.

38. "Specialized Aviation Service Operation (SASO)" means a proprietor of a commercial operation which offers a single, aeronautical related activity or service to the public.

39. "'T' Hangar" means a multiple aircraft storage building individually compartmentalized and normally leased to individual airplane operators.

40. "Taxi-lane" – means the portion of the Airport apron area, or any other area, used for access between taxiways and aircraft parking or storage hangars

41. "Taxiway" – means a defined path established for the taxiing of aircraft from one part of the Airport to another; typically from the aprons to the runway

42. "Tenant" means any person (as defined above) who through agreement with the city occupies and controls use of airport premises.

43. "Tie-Downs" means city owned ramp space where aircraft can be tied down. Some tie-downs are available for rent on a monthly basis and others are available for transient aircraft.

ARTICLE 3. Airport General Regulations.

A. The airport shall be open to the public for aeronautical use 24-hours a day, subject to reasonable restrictions for security, inclement weather, unsafe conditions at the airport and other reasonable restraints.

B. . The Aircraft Operation Area is open for public use in accordance with the rules and regulations governing the operation of aircraft and the conduct of airmen as promulgated by the appropriate agencies of the United States government, the state of Washington, and the City.

C. No person or persons, except airmen, duly authorized personnel, passengers going to or from aircraft, persons having business to transact in offices located in hangars, or other persons being personally conducted by airport tenants or airport staff, shall be permitted to enter the non-movement area. Even the persons so excepted who thus shall have the use of the non-movement area, are limited to the necessary use of such space in connection with flights, inspections and routine duties.

- D. Any permission granted by the Airport Manager or by their representative, directly or indirectly, expressly or by implication, to any person or persons to enter or use any portion of the airport , including aircraft operators, crew members and passengers, spectators, pleasure and commercial vehicles, officers and employees of lessees and also including other persons occupying space on the airport, persons doing business with the city of Vancouver, its lessees, sub-lessees and permittees, and all other persons, is conditioned upon such persons' compliance and continued compliance with these rules and regulations. Entry upon or into the airport by any person shall be deemed to constitute an agreement by that person to comply with all said rules and regulations.
- E. The Airport Manager, either directly or through an authorized City representative, may suspend or restrict any or all operations without regard to weather conditions whenever the Airport Manager finds such action is necessary in the interest of safety. The applicable NTSB and FAA rules and regulations shall be followed.
- F. The Airport Manager shall, at all times, have authority to take such actions as may be necessary to safeguard the public in attendance at the airport. Every pilot, mechanic or other person employed on or using the Airport shall cooperate with the Airport Manager in enforcement of these rules and to see that all persons upon the premises use due care and caution.
- G. No person or persons shall store items or disabled aircraft outside of any building within the airport of Vancouver unless approved in writing by the Airport Manager.
- H. No person shall enter the airport with a dog or other animal unless the animal is restrained by a leash or properly confined as determined by the Airport Manager. No person in charge of a dog or other animal shall permit the animal to wander unrestrained on any portion of the airport. (Vancouver Municipal Code, Chapter 8.24.120)
- I. Smoking is prohibited within a minimum distance of twenty-five feet from entrances, exits, windows that open, and ventilation intakes that serve an enclosed area where smoking is prohibited so as to ensure that tobacco smoke does not enter the area through entrances, exits, open windows, or other means.
- J. Authorized airport personnel may engage in discharging of a firearm or pyrotechnic device on airport property for the purpose of taking and/or dispersing wildlife provided a) the individual is authorized by The Airport Manager to participate in wildlife mitigation; b) discharging of a firearm or pyrotechnic device is for the purpose of taking and/or dispersing wildlife that are a hazard to air traffic; c) taking or dispersing wildlife is done in accordance with applicable law, or regulation, including U.S. Fish and Wildlife Service authorizations. This section exempts authorized personnel from RCW 9.41.230 or other applicable code during the course of their duties provided the above requirements are met.

ARTICLE 4. Refuse – Property damage – Tampering.

A. No person shall throw, dump or deposit any waste, refuse, litter or garbage on the grounds of the airport. All waste, refuse, litter and garbage shall be placed and kept in closed garbage cans or containers, and all operating areas shall be kept in a safe, neat, clean and orderly condition at all times.

B. Anyone who intentionally destroys, injures, defaces or disturbs in any way any building, sign, equipment, marker or other structures, or other public property on the airport shall be guilty upon conviction of a misdemeanor. Any person responsible for the destruction or damage of airport property, whether by accident or otherwise, shall pay the city for such damage and destruction, and, in appropriate cases, for other financial losses to the airport which follow from such damage or destruction.

C. No one may interfere or tamper with any aircraft or start the engine of such aircraft unless authorized to do so.

ARTICLE 5. Access to Pearson Field Airport from adjoining private property.

Access from Adjoining Property. Access to Pearson Field Airport will not be permitted from adjoining private property except by written agreement. A control and security fence will be erected and maintained separating Pearson Field Airport and private property.

ARTICLE 6. Vehicle regulations.

A. No one shall operate any vehicle (motorized or non-motorized) on the airport in a negligent manner, nor in disregard of the rights and safety of others, nor at a speed likely to endanger any person or property, nor shall such vehicle operation interfere with the movement of aircraft.

B. No person not having a valid motor vehicle operator license shall operate any motor vehicle on the airport, nor shall any person operate at the airport any vehicle which is not properly licensed under the laws of the state of Washington or of another state.

C. All vehicles operated on the airport shall be driven at a safe and reasonable speed not to exceed fifteen miles per hour.

- D. No motor vehicle shall be driven onto the aircraft movement area (runway or taxiway), without the express permission of the Airport Manager or designated representative, and then only in accordance with these instructions, except in emergencies to attend to the needs of an aircraft incident or accident.
- E. No one shall operate any motor vehicle on the airport , off designated streets, except fueling trucks, city operated or authorized patrol or emergency vehicles; management and maintenance vehicles; FAA maintenance vehicles; business tenants and their employees; and T-hangar or tie-down tenants, unless directly going to and from their rented areas.
- F. No go-carts, scooters, bicycles or similar vehicles are permitted on the aircraft movement areas of the airport without prior approval of Airport Manager.
- G. No one shall operate any commercial vehicle carrying passengers for hire on the airport unless such operation is conducted with the approval of Airport Manager.
- H. Accident Reports. The driver of any vehicle involved in an accident at the airport shall within forty-eight hours notify the Airport Manager. A written report may be requested.

ARTICLE 7. Vehicular parking regulations.

- A. No person shall park a motor vehicle on the airport other than in the manner and at places either posted as parking areas or with written permission by airport personnel. No person shall park or block aircraft or vehicular movement. No person shall block access to a T-hangar other than their own rented T-hangar, without permission of the tenant.
- B. A T-hangar tenant may park their own vehicles in their T-hangar.
- C. No one shall leave any motor vehicle in a public parking area in excess of one week unless express approval for such parking has been obtained from the Airport Manager. Any vehicle in violation of this section may be impounded at direction of the Airport Manager. All charges for towing and storage shall be at the owner's expense.
- D. Persons parking vehicles on the Airport do so at their own risk.

ARTICLE 8. General Operations.

- A. The Aircraft Operation Area is open for public use in accordance with the rules and regulations governing the operation of aircraft and the conduct of airmen as promulgated by the appropriate agencies of the United

States government, the state of Washington, and the city. All rental agreements, lease agreements and permits shall be subordinate to the provisions of any existing or future agreements between the city and the United States government relative to the operation and maintenance of the airport

B. "Fly Quiet" procedures may exist through cooperative agreement of airport users, the community and the city. Where these procedures exist, they are intended to be a voluntary effort on the part of airport users to be good neighbors in the community.

- a. Aircraft are advised to utilize appropriate noise abatement practices whenever possible consistent with safety
- b. Avoid overflights of Ester Short Park in Downtown Vancouver
- c. Piston aircraft operators are advised to use Aircraft Owners & Pilots Association (AOPA) "Noise Awareness Steps."
- d. Turbine aircraft operators are advised to use National Business Aircraft Association (NBAA) "Standard Noise Abatement Departure Procedures" or comparable procedure of aircraft manufacturer.
- e. Helicopter operators are advised to use Helicopter Association International (HAI) "Fly Neighborly" program.

C. Repair of aircraft, aircraft engines, propeller or apparatus (except emergency repairs to facilitate movement of an aircraft) shall be made only in spaces designated for this purpose and described in the applicable minimum standards, a lease or rental agreement. Such work may only be performed by persons working on their own aircraft or who have a valid city business license, in conjunction with either approval by airport management or a tenancy agreement from the City of Vancouver.

ARTICLE 9. Landing and takeoff rules.

Landings and takeoffs shall be governed by FAA regulations as currently adopted including any future amendments.

ARTICLE 10. Aircraft ground and taxiing rules.

- A. At no time shall engines be operated within any hangar, shop or other building. When an engine is being hand propped, a competent operator shall be at the controls, the wheels shall be chocked, and/or operating parking brakes shall be set.
- B. No one shall taxi an aircraft to or from the hangar line or to or from an approved tie-down until they have ascertained that there will be no danger of collision with any person or object in the immediate area.
- C. No aircraft shall be taxied except at a speed which is safe and reasonable under all existing circumstances.
- D. Operator shall be responsible for all "prop wash" damage to property owned by others.
- E. No aircraft which is not equipped with adequate brakes shall be taxied near buildings or parked aircraft unless it can be safely performed.
- F. No aircraft shall be taxied by any person upon a taxiway which has been designated by airport personnel as being closed. The closure of any taxiway shall be done in accordance with FAA runway procedures.
- G. Aircraft awaiting takeoff shall stop at the runway holding line in a position to have direct view of aircraft approaching or landing.

ARTICLE 11. Aircraft parking.

- A. Unless otherwise provided in a rental or lease agreement, no person shall use any area of the airport for permanent or semi-permanent parking and storage of aircraft or property without first obtaining permission from the Airport Manager. If anyone does use any such area without first having obtained permission, then the Airport Manager may order in writing the aircraft or other property impounded and stored at the expense of the owner, without liability for damage or any costs arising from or out of such removal or storage. Reasonable efforts shall be made to notify owner prior to removal of aircraft or other property.
- B. Aircraft shall be securely chocked and tied down by the owner or operator when parked overnight or when conditions warrant chocking or tying down.
- C. Securing of aircraft shall be the sole responsibility of the operator of the aircraft, and the city of Vancouver, its employees and agents shall in no way be held responsible to secure aircraft or for the consequences of failure of the operator to so secure.

D. Transient parking is for temporary parking by visitors or guests only and not for aircraft awaiting repairs except by approval from the Airport Manager. Emergency repairs are allowed but only for that amount of time required for repairs. The Airport Manager shall be advised of such time needed for repairs.

ARTICLE 12. Disabled aircraft.

A. As soon as permitted and/ or directed by FAA and/or NTSB authorities or by the Airport Manager, aircraft owners and pilots are required to remove their disabled aircraft promptly from any Aircraft Operation Area.

B. Non-airworthy aircraft, wrecks, "derelict" or parts thereof shall not be parked or stored anywhere on the airport unless express authority or parking or storage has been granted in writing by Airport Manager.

C. Should any person refuse to remove an aircraft or any parts thereof when directed to do so by airport management in compliance with this chapter, such aircraft may be removed at the owner's or operator's expense and without liability to the city for damage which may result in such moving. (Ord. M-2733, 1987)

ARTICLE 13. Fuel handling and storage requirements.

A. Fuel storage and servicing equipment must comply with all city, state and federal laws and regulations.

B. Fueling hoses, fuel equipment and fuel trucks shall be maintained in a safe, non-leaking condition.

C. Fuel trucks shall proceed slowly and with caution on the airport.

D. Fuel trucks, when servicing aircraft, must be positioned so that they may be readily driven away without backing up to an open area in an emergency.

E. A serviceable 2A-10-BC fire extinguisher shall be within ready reach of all persons engaged in fueling or defueling of aircraft.

F. All aircraft shall be positively grounded while being fueled.

G. Aircraft shall not be fueled or defueled while the engine is running or while such aircraft is in a hangar or any enclosed area.

H. No occupants or animals should be permitted inside an aircraft being fueled

I. Aircraft master switch should be turned off during fueling or defueling.

J. Fuel spills that create a potential fire hazard shall promptly be reported to the Vancouver Fire Department with a request for assistance.

ARTICLE 14. Rules for Rental and Use of T-hangars.

The primary purpose of T-hangars is aircraft storage. Incidental storage of non-aeronautical items is allowed. Commercial activities as describe in the Minimum Standards for Commercial Activities are not allowed in T-hangars. Constructing amateur-built or kit-built aircraft is permitted, provided that activities are conducted safely. There shall be no storage of items or activities prohibited by local or state law.

A. Specific permitted uses of T-hangars include:

- a. Storing active aircraft;
- b. sheltering aircraft for maintenance, repair, or refurbishment, but not indefinitely storing non-operational aircraft;
- c. constructing amateur-built or kit-built aircraft provided that activities are conducted safely;
- d. storing aircraft handling equipment, e.g., tow bar, glider tow equipment, workbenches, and tools and materials used to service, maintain, repair or outfit aircraft; items related to ancillary or incidental uses that do not affect the hangar's primary use;
- e. storing materials related to an aeronautical activity, e.g., balloon and skydiving equipment, office equipment, teaching tools, and materials related to ancillary or incidental uses that do not affect the hangars' primary use;
- f. storing non-aeronautical items that do not interfere with the primary aeronautical purpose of the hangar, e.g., televisions and furniture;
- g. parking a vehicle at the hangar while the aircraft usually stored in that hangar is flying, subject to local airport rules and regulations; and
- h. items described in FAR Part 43, Appendix A, Section C, Preventive Maintenance, and Federal Aviation Administration 14 CFR, Chapter 1 [Docket No. FAA-20140463] amended or changed.

B. Specific uses not permitted in T-hangars include:

- a. use as a residence;
- b. commercial activities as defined in Minimum Standards for Commercial Activities at Pearson Field (March 23, 2015). However, operating, storing and maintaining an aircraft used in the conduct of an owner's non- commercial activities (Minimum Standards 5.2) is permitted;
- c. operation of a non-aeronautical business, e.g., limo service, car and motorcycle storage, storage of inventory, and non-aeronautical business office;

- d. activities that impede the movement of the aircraft in and out of the hangar or other aeronautical contents of the hangar;
- e. activities that displace the aeronautical contents of the hangar or impede access to aircraft or other aeronautical contents of the hangar;
- f. more than di minimis storage of household items that could be stored in commercial storage facilities;
- g. storage for longer than twelve (12) months of derelict, non-airworthy or scrap aircraft and parts;
- h. storage of items or activities prohibited by local or state law;
- i. storage of fuel and other dangerous and hazmat materials, except as allowed in Article 13 Fire regulations; or
- j. storage of inventory or equipment supporting a municipal agency function unrelated to the aeronautical use.

C. Tenant shall make no alterations, additions, modifications, replacements or improvements to either the interior or exterior of the rented space during the term of this agreement without obtaining the Airport Manager's prior written approval, including, but not limited to:

- a. Modifying existing wiring, installing additional outlets, fixtures, or the like;
- b. Painting, removing, defacing, modifying, bending, drilling, cutting or otherwise altering or modifying any part of the hangar structure or floor;
- c. Attaching any hoisting or holding mechanism (i.e. chain-fall, block, tackle or any other hoisting device) to any part of the hangar or passing any such mechanism over the struts or braces;
- d. Nothing may be hung, attached or mounted to any portion of the hangar structure.

D. T-hangar doors shall remain closed at all times when not in use.

E. Aircraft engines shall not be operated inside T-Hangars;

F. Use of gas-fired heaters is prohibited. UL approved electrical heaters or dehumidifiers for avionics or engines, may be used with the written approval of the Airport Manager. All extension cords shall be appropriately rated, in good repair, and safely routed;

G. With the exception of limited soldering and use of a heat gun, hot work including but not limited to welding, grinding, brazing and cutting is prohibited;

H. Per FAA rules, short-term fair market non-aviation use of T-hangars may be authorized by the Airport Manger providing this use does not prevent aeronautical primary use.

I. Provisions of Article 14 Use of T-hangars shall be included in T-hangar rental agreements.

ARTICLE 15. Fire regulations.

Tenants and other users of Pearson Field Airport shall comply with the International Uniform Fire Code as adopted by ordinance of the City of Vancouver. All tenants shall provide one serviceable and readily accessible fire extinguisher, type 2A-10-BC, in each T-hangar

- A. All persons using the Airport or facilities of the Airport in any way shall exercise the utmost care to guard against fire and injury to persons or property;
- B. Tenants shall provide one serviceable and readily accessible fire extinguisher, type 2A-10-BC, in each T-hangar;
- C. No person shall smoke or carry any lighted cigar, pipe, cigarette, match or any open flame in or upon the airport within fifty feet of fuel storage areas, fuel loading situations, fuel handling vehicles or aircraft being fueled or having fuel drained, or in any other place where smoking or open flame is prohibited.;
- D. T-hangars shall be kept clean and free of debris and oily rags or other fire hazardous materials. Tenants shall provide "listed" metal receptacles with self-closing covers for the storage of oily wastes, rags or other combustible material.
- E. Tenants shall keep floors of hangars and adjacent interior walls areas free and clear of all oil, grease and other flammable material.
- F. No one shall keep, store, or use any flammable and/or combustible materials in T-hangars excepting for:
 - a. No more than five (5) gallons total of flammable and/or combustible materials may be stored in well maintained original storage containers and/or storage cabinets designed for that type of material.
 - b. Incidental quantities of paint or dope required for allowed owner maintenance may be stored and used. Touch up painting and doping of small fabric areas is allowed provided hangar doors are opened to provide adequate ventilation. No spray-painting operation shall be conducted in T-hangars with the exception of spray can paint in its original container.
 - c. Incidental quantities of cleaning fluids may be stored and used while hangar doors are opened to provide adequate ventilation.
 - d. Fuel or oil will be contained only in aircraft or accessory (ex; aircraft tugs) tanks, or stored in an approved container.
- G. Any container with flammable and/or combustible material is considered full for the purposes of fire inspections regardless of the quantity of material in the listed container.
- H. Unattended heating appliances are not allowed in T-hangars excepting for UL approved electrical heaters or dehumidifiers specifically approved for aircraft avionics or engine use. UL approved battery chargers for aviation use may be used. All extension cords shall be appropriately rated and safely routed.

- I. With the exception of limited soldering and use of a heat gun, hot work including but not limited to welding, grinding, brazing and cutting is prohibited. Gas-fired heaters are not allowed for use in T-hangars.
- J. Periodic inspections may be made by the Vancouver fire department to ensure compliance with these and other City fire regulations.

ARTICLE 16. Posting regulations.

These Rules and Regulations, as well as current airport plans (Master, Layout, Business, etc.) shall be posted on the Pearson Field Airport website. Rules and Regulations shall be supplied to all tenant applicants and interested parties upon request to the Airport Manager.

ARTICLE 17. Penalties for violations.

- A. **Penalties for Non-Compliance.** Generally, every person who violates or fails to comply with any provision of this chapter, or who operates or handles an aircraft in violation of any provision of this document, may be promptly removed or ejected from the airport by or under the authority of the Airport Manager, and may be deprived of the further use of the airport and its facilities for such length of time as may be required to insure the safeguarding of the same and the public and its interest therein. In addition, any person who violates or fails to comply with any of the requirements of this document may be referred to the proper authorities for further enforcement. All persons on Pearson Field are entitled to quiet enjoyment and any harassment by any individual upon another person or persons shall be grounds for removal.
- B. *Traffic Violations.* Any person violating these rules and regulations and/or the traffic laws of the state of Washington or the city of Vancouver in connection with vehicular traffic on the airport, shall be subject to prosecution in the appropriate court for such violation.

ARTICLE 18. Aircraft Wingspan & Weight Restrictions

- A. Aircraft shall not occupy any hangar, or tiedown, nor shall aircraft be operated in areas of the airport, where the aircraft's wingspan exceeds the maximum approved wingspan designation for that area as specified by the Airport Manager or as published.
- B. Aircraft shall not occupy any hangar, or tiedown, nor shall aircraft be operated in areas of the airport, where the aircraft's weight exceeds the maximum approved weight restriction for that area as specified by the Airport Manager or as published.

C. The city assumes no liability for damage or loss resulting from aircraft operations in areas where aircraft wingspan or weight exceeds the designated wingspan or weight restrictions. Any such operation and/or resulting damage is solely at the risk of the aircraft operator. (FAA Order 5190.6B, Chapter 7, Section 7.7.b)

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**Minimum Standards for Commercial Operations
at
Pearson Field Airport**

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1. Policy, Purpose and Authority

The City of Vancouver will maintain Minimum Standards for Commercial Activities ("Minimum Standards") at Pearson Field Airport ("Airport"), as required by the Vancouver Municipal Code (VMC) Section 10.05.080. The Airport Manager and city staff shall use these Minimum Standards as a minimum threshold, and as guidance for making decisions related to the approval of commercial activities located at the Airport. In the event that there is a conflict between the Minimum Standards and the final executed commercial activities agreements and leases the final executed commercial activities agreements and leases shall control.

The City Council has adopted Vancouver Municipal Code Title 10, Aircraft and Airports. Nothing herein shall modify or supersede and revisions of VMC Title 10.

The Minimum Standards shall be reviewed every five (5) years to ensure accuracy and compliance with regulations. If significant changes in regulations or law indicate a need for additional review, the Airport Manager may initiate a single case or a full review of the Minimum Standards.

The Minimum Standards are established to ensure sustainability of the Airport by providing a baseline set of requirements for:

- a.** Public, operator and user safety.
- b.** Predictable access and services expected at a working airfield.
- c.** Predictable standards that provide a fair and equitable opportunity for commercial activities on the field.

These Minimum Standards also help support aviation as an integral part of Washington's transportation network by creating and implementing strategies to protect and improve the aviation system, encouraging aviation-related economic development and supporting aviation safety and education. In addition, the Vancouver City Council adopts standards to ensure that:

- The Airport remains compliant with all federal and state grant assurances.
- Any person who uses or accesses Airport property or facilities for commercial activity compensates the Airport at fair market value (FMV) for such use and privileges.
- Airport public areas, roads, taxiways, runways and aprons remain available for public aeronautical activity subject to Airport Rules and Regulations.

All persons conducting commercial activities at the Airport shall, as a condition of conducting such activities, comply with all applicable requirements set forth in these Minimum Standards. The Minimum Standards are deemed to be a part of each commercial operator's lease, license, permit or agreement, unless any such provisions are expressly waived or modified by the Airport Manager in writing. The mere omission of any particular part of these Minimum Standards in a lease, license, permit or agreement shall not constitute a waiver or modification of the standard unless the document expressly states that the City waives application of that specific standard. However, as above, if there is a conflict between the Minimum Standards and any previously existing or new final executed commercial activities agreements and leases the final executed commercial activities agreements and leases shall control. Prior to establishing or conducting a commercial activity, the person or corporation shall have secured all license, permits, certifications, and insurance required by state, federal, or city regulations, including a city business license required by Vancouver Municipal Code (VMC) Title 5.04. A commercial activity

shall only be conducted in facilities designated for commercial use by the City of Vancouver. Commercial operators desiring to operate at the Airport may submit proposals to the Airport Manager. Proposals will be reviewed by the Airport Manager and City Staff, including advisory input from the Airport Advisory Committee and or other advisory committees as appropriate.

2. Areas and Descriptions

For future development of the Airport, it is important to designate areas for specific uses to ensure adequate space is available for commercial activity. Plans should include strategies to restrict pedestrian, bicycle, and vehicle traffic at the Airport which helps to ensure the safety of ground crew and passengers during aircraft ground operations and develop a coordinated traffic flow.

- a. Airport Layout Plan (ALP):** The City has adopted an airport layout plan for Pearson Field Airport that is approved by FAA. The City reserves the right to change such plan as necessary to protect public safety and convenience or in connection with further development of the Airport for aeronautical purposes.
- b. Airport Runway & Taxiway:** The Runway and Taxiway system are designated "Aircraft Only" operating areas. This is to ensure safe coordinated flow of air traffic. No commercial, non-commercial, or non-aeronautical activities are allowed on the Runway or Taxiway, unless that activity involves the movement of aircraft or other activity specifically authorized by the Airport Manager.
- c. Aircraft Operations Area:** "Aircraft Operation Area (AOA)" means any area of an airport used or intended to be used for landing, takeoff, or surface maneuvering of aircraft. An aircraft operations area includes such paved areas or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiways, or apron.
- d. Maintenance and Storage Facilities:** Maintenance facilities are those buildings and apron areas that are compliant with the requirements for maintenance activities, and that have been designated as such. Storage facilities such as T-Hangars and Tiedowns are not compliant with requirements for maintenance beyond that specified in FAR, Part 43, Appendix A(c). The airport diagram in Appendix I provides a graphic representation of these locations and the level of activity permitted.
- e. Future Airport Development:** Areas for future development are depicted on the ALP. The airport has the authority to issue Requests for Information (RFI), Requests for Qualifications (RFQ) or Requests for Proposal (RFP) for development. Requirements for consideration of commercial and private development will be addressed in those documents.
- f. Land Lease:** Commercial Operators seeking a land use lease may submit the request in writing which will be reviewed by the Airport Advisory Committee and City Staff. The Airport Manager will make the final decision on whether the lease is in the best interest of the city/airport.
- g. Special Event Area:** Special areas for events may be temporarily established from time to time. Events must be approved by the Airport Manager prior to the start date. No aircraft or vehicle may use a Special Event Area unless an Operations Plan has been approved by the Airport Manager.

- h. Through the Fence Operations:** A "Through the Fence Operator" is an individual, business, or organization located on property adjacent to an airport that has access onto the airport. Through the Fence Operations are not allowed at Pearson Field. (VMC Title 10 Section 10.05.050)

3. Liability and Insurance

Commercial operators are required to obtain insurance and/or bonds at a contemporary rate required by the City. Commercial operators must also agree to the City's contemporary liability and hold harmless requirements.

4. Application of the Minimum Standards

The Minimum Standards are adopted to provide the minimum threshold requirements for those operators providing commercial services at the Airport. Although this document specifically addresses commercial operators, these standards apply to all commercial and non-commercial operators at the Airport.

- a. Multiple Services:** When a commercial operator conducts multiple activities pursuant to one lease, license, agreement or permit, the commercial operator shall comply with the minimum standards established for each separate activity. If the minimum standards for one activity are inconsistent with the minimum standards for another activity, then the minimum standard that is more restrictive or imposes a higher standard shall apply.
- b. Activities Not Covered by Minimum Standards:** Activities with no specific minimum standard, as outlined in this policy, will be reviewed and approved by the Airport Manager on a case-by-case basis in the commercial operator's lease, license, permit or agreement.
- c. Waivers or Modifications:** The Airport Manager may waive or modify any portion of these Minimum Standards for the benefit of a governmental agency performing public services, fire protection or emergency response operations, or when it is determined that such a waiver is in the best interest of the Airport users and the public, and will not result in degradation of safety or reduction in fair and equitable opportunity for commercial activities on the Airport.

5. General Minimum Standards for Commercial Operators

Airports typically provide a variety of commercial services to be able to meet the needs of the flying public. This includes fuel, aircraft and avionics maintenance and repair, and flight training as well as a variety of supporting activities such as pilot supplies sales. A Fixed Base Operator (FBO) is a single source provider of multiple services to the flying public. FBO services typically include aircraft maintenance, fuel sales, and flight training. History has shown that it is in the best interests of the Airport to have at least one full service FBO.

5.1 Commercial Operators

Commercial activities at Pearson Field shall be conducted to recognized industry standards and professional practices.

Commercial Operators should establish standardized business hours that are commensurate with their customer needs. Business hours, including holiday closures, must be recorded with the Airport Manager in advance. Fuel and Maintenance service providers shall install a card-lock (self-fuel) or post phone numbers and be on-call 24 hours a day to provide after-hours

emergency assistance. Mobile service providers and Mobile maintenance providers, by the nature of their business are not required to have standardized scheduled business hours on the airport.

Depending on the services provided, Operators will be categorized as a particular type, which will also identify the level of service they are permitted to provide at the airport.

The list below identifies a variety of services that can be provided, individually or in combination with each other, on airport property. These services comply with FAA and State regulations, which require all airport property be used for aviation unless alternate uses are authorized by the FAA. The City of Vancouver operates the airport in accordance with these assurances and regulations with preference given to aviation related uses, however nothing contained in these standards shall be construed to prohibit the city from granting for any reason it deems sufficient, an application for non-aeronautical activities. Non-aeronautical activities may be authorized by the Airport Manager, with concurrence of the FAA, only when space available on the airport exceeds what is needed for aeronautical activities.

Approved services include:

a. Aeronautical: Aeronautical operators are defined by the FAA as Fixed Base Operators (FBO), Specialized Aviation Services Operators (SASO), Independent Contractors (IC), Mobile Service Providers (MSP) and Mobile Maintenance Provider (MMP), and other aeronautical and non- aeronautical providers that may not fall under these categories. Airport management encourages additional complementary commercial aeronautical activities to expand the services provided.

- i. **FBO and SASO:** An FBO and an SASO are commercial operators engaged in the business of providing services to aircraft users. An SASO provides only a single "specialized" service or limited service, while an FBO provides multiple services. Other than the number of services provided, both the FBO and SASO require the same applicable FAA certifications and licenses to perform services. Additionally, the airport requires both FBO's and SASO's to meet the same minimum standards for the service they are providing.

It would be preferable that at least one FBO provide core services that are deemed necessary to serve the aviation community. Additional or secondary FBO's located on the airport may include the same or different services. The core services are:

- Fuel Sales
- Airframe, Powerplant, and Avionics maintenance and overhaul
- Flight Training
- Pilot Supplies and Aircraft parts retail sale.

SASOs shall provide singular services that enhance the overall operation of the airport. The combined FBO and SASO services shall be complementary and provide an increased level of services to airport tenants and visitors.

- ii. **Independent Contractor:** An IC is a commercial operator who may perform work for an FBO or SASO who is authorized to operate at the Airport. The IC is not required to duplicate the required minimum standards of the contracting FBO or SASO. An SASO may only hire independent contractors to perform the same specialized service that

the SASO is authorized to perform.

- iii. **Mobile Service Provider:** An MSP is a commercial operator who performs minor services not requiring an airman's certificate or license. This is typically aircraft washing and detailing, or similar activities.
 - iv. **Mobile Maintenance Provider:** An MMP is a commercial operator who performs aircraft maintenance that requires an airman's certificate or license (Airframe & Powerplant, etc.). These operators will temporarily rent commercial space to perform "on demand" aircraft maintenance services. Additional guidance and approval process for this level of commercial activity may be obtained from the Airport Manager.
- b. Non Aeronautical:** A Non Aeronautical Operator provides services that are not aviation oriented, including but not limited to auto restoration shops, administrative offices and aviation medical offices.
- Existing FBOs may be authorized to provide non-aeronautical services on a case by case basis. The Airport Manager shall review any non-aeronautical services and issue a letter of authorization, or for services that will be offered on a continuing basis, amend or add an addendum to the existing commercial lease agreement.
- Commercial operators desiring to place a new non-aeronautical commercial activity on Pearson Field shall forward a written request to the Airport Manager. The request shall demonstrate a benefit to the Airport, compatibility with aircraft operations, compliance with applicable code, licensing and insurance requirements, and the demographic the activity provides services for. The Airport Manager will review requests on a case by case basis and approve, forward for further review, or deny the activity.

5.2 Non-Commercial Operators

The following standards are designed to cover non-commercial activities at the airport and to ensure that non-commercial operators do not have unfair advantage over commercial operators.

All Non-Commercial corporate, non-profit and private operators are required to comply with the following:

- a. Non-Commercial Activities:** Activities conducted at the Airport under this section must be of a completely non-commercial nature and for the sole purpose of operating, storing and maintaining a corporate, non-profit or personal aircraft for incidental use as a hobby or in the conduct of the owner's non-aviation related business. Commercial services under this section shall not be offered to the public on any basis.
- b. Sublets or Sub-Tenant:** Sublets shall be at Fair Market Value, approved in writing by the Airport Manager, and the Hangar Owner shall have appropriate insurance for this activity.
- c. Maintenance:** Maintenance of owned or leased aircraft may be provided by the aircraft owner or the owner's bona fide employees, provided that all applicable FAA certification, licensing, and standards are complied with. Maintenance beyond FAR, Part 43, Appendix A(c) may only be performed in locations specified as maintenance facilities identified in Appendix 1.
- d. Fuel Storage and Handling:** Operators of owned or leased aircraft may be permitted to

store fuel and perform fueling operations for their aircraft. Fueling operations shall be performed by the aircraft owner, operator, or the owner's bona fide employees and no others. The owner/ tenant shall meet the same regulatory and safety requirements of a commercial fuel service provider, and pay the contemporary flowage fee. Designation and approval of storage facilities and / or the construction thereof are predicated upon the availability of adequate land for these facilities and upon adherence to the airport layout plan.

5.3 Flying Clubs

A flying club is a noncommercial, nonprofit organization in which two or more members or associates own or lease aircraft in common and/or in which the members have an ownership interest. Flying clubs shall comply with the following standards:

- All aircraft shall be owned or be exclusively leased by the flying club.
- Only club members may receive instruction in a club aircraft.
- A club must maintain and provide a current membership list to the Airport Manager.
- Club aircraft shall not be used by other than club members and/ or for any type of commercial operations.

In the event the club fails to comply with these conditions, or permits any member to do so, the Airport Manager will notify the club in writing of such violations. If the club fails to correct the violation within 15 days, the club may be required to terminate all operations at Pearson Field Airport.

5.4 Private Operators

Private Operators are individuals, corporations, or non-profit organizations that own/lease and use their aircraft for personal transportation, recreation or activities that are incidental to their hobbies or non- aeronautical business.

Maintenance beyond FAR, Part 43, Appendix A(c) may only be performed by private operators in locations identified as maintenance facilities in Appendix 1. Private operators wishing to conduct commercial activities are required to meet the commercial requirements specified elsewhere in this document.

5.5 Support Activities

Support Activities may include a variety of concessions in support of pilots, passengers, and other logistical concerns. These services may include Automobile Rental and Food Services, which are typically located outside of the AOA.

Requests to provide Support Activities not addressed below will be reviewed on a case by case basis and must meet all applicable standards.

- a. Automobile Rental:** An FBO may provide an automobile (or other vehicle) rental service. All automobile and other vehicle rental operations not provided by an FBO shall be considered a Support Activity with the same considerations as an SASO or IC. Additionally, Automobile Rental, if not operated by the FBO, shall be classified as a "concession" and the operators must obtain the necessary licenses and permits required by the city. The Rental Operator shall have control of dispatching and maintenance of the rental vehicles. Rental

vehicles must be stored in the Operator's leased area or as designated by the Airport Manager.

b. Food Services (Restaurant, Lounge or Food Cart): The Food Service Operator shall have and maintain all city, county and state required business licenses and health permits.

- i. Restaurant and Lounge Operators must furnish permanent facilities for serving the general public, which shall include separate rooms for
 - Dining Area
 - Kitchen
 - Restrooms
- ii. Food Cart Operators must lease land suitable to locate the Food Cart. Additional requirements include:
 - Provide a suitable location for a dining patio
 - Provide a protective awning, or tent over the dining patio
 - Provide and maintain visually appealing trash receptacles for customer use
 - Establish agreements for use of existing restrooms on the airport or locate personal sanitation stations and portable restrooms for customer and employee use.
- iii. All Food Service Operators shall maintain a visually appealing, clean and sanitary facility.

6. Specific Minimum Standards for Commercial Aeronautical Activities

Specific requirements for various aeronautic activities and services are provided below. Any activity not identified will be considered on a case by case basis and must meet all applicable standards.

a. Aircraft Maintenance, Repair and Parts Sales: An airframe and powerplant maintenance operator shall provide, at a minimum, services including: the repair, maintenance, inspection, constructing, and making of modifications and alterations to airframes, aircraft engines, propellers and instruments, or the removal and installation of engines for major overhaul. This category of service also includes the retail sale of aircraft parts and accessories. An airframe and power plant maintenance operator shall:

- Operate the service in a ventilated shop with aircraft maintenance space of at least 3,600 square feet and the capability of accommodating at least three aircraft for maintenance simultaneously.
- Employ and have on-duty a minimum of two mechanics; one (1) FAA-certified airframe and powerplant mechanic and one (1) FAA-certified airframe and powerplant mechanic with inspection authorization, and/ or conduct operations as a certified repair station pursuant to FAR Part 145.
- Keep premises open and services available during standard business hours, five (5) days a week.
- Provide for retail sales of equipment, supplies and parts required for general aviation airframe and powerplant inspection, maintenance and repair.
- Provide specialized maintenance and repair on historic aircraft, including but not limited to fabric covering, wood airframe repair, and radial and inline engine maintenance.

- b. Avionics Maintenance and Sales:** An avionics maintenance operator shall provide services including: the maintenance, repair, and installation of aircraft avionics, radios, instruments, and accessories. This service includes the retail sale of new or used aircraft avionics, radios, instruments, and accessories. An avionics operator shall:
- Operate the service in a heated and ventilated shop space and aircraft maintenance space capable of accommodating at least two aircraft for avionics maintenance simultaneously.
 - Employ and have on duty at least one (1) trained and FAA-certified avionics technician and one (1) on-call FAA-Certified airframe and powerplant mechanic with inspection authorization.
 - Keep premises open and services available during appropriate business hours, five (5) days a week.
 - Hold the appropriate FAA repair station certificates for the types of equipment the operator plans to service and/or install.
 - Provide specialized maintenance and repair on historic navigation and communication radios and antenna systems, and mechanical, pneumatic and electrical flight instruments.
- c. Fuel Services:** The fuel service commercial operator must provide the sale of ASTM-rated brands of aviation fuels, lubricants and other aviation petroleum products. In addition, the fuel service operator shall provide, store, and dispense 100LL octane avgas, or the contemporary standard aviation fuel, and as market may support, provide Jet-A fuel. All equipment used for the storage and/or dispensing of petroleum products must meet all applicable federal, state, and local safety and environmental codes, regulations and standards. A fuel services operator shall:
- Ensure fuel is available twenty-four (24) hours per day and seven (7) days per week. This may require on-call staff or the installation of a self-service (card-reader or card-lock) system.
 - Comply with all regulations including proper fuel spill prevention features and containment capabilities. In addition, the operator shall provide a current copy of their fuel spill prevention, countermeasures, and control plan to the Airport Manager. Fuel inventories will be monitored in accordance with current Washington State DOE standards, and copies shall be provided to the Airport Manager when requested.
 - Pay to the City of Vancouver a fuel flowage fee based on contemporary rates and actual volume dispensed.
 - Provide filter-equipped fuel dispensers, if mobile dispensing services are provided, with separate dispensing pumps and meter systems for each grade of fuel. All metering devices must be inspected, checked and certified annually by appropriate local and state agencies. Specific training is required for all employees prior to use of the mobile dispensing vehicle and system.
 - Conduct the lawful, sanitary, and timely handling and disposal of all liquid and solid waste, regulated waste, and other materials including, but not limited to, sump fuel, used oil, solvents, and other regulated waste.
 - Provide an appropriate supply of properly located, type, size and operable fire extinguishers and other safety equipment in accordance with the Uniform Fire Code. All fire extinguisher certifications must be current.

- d. Flight and Maintenance Training:** A flight training services operator or flight school provides aircraft ground and flight instruction necessary to complete the written examination and flight check for any category of pilot certificate or rating. An aircraft maintenance training services operator or "A&P" school provides classroom and practical instruction necessary to complete the written examinations to obtain any category of aircraft mechanic certificate or authorization.

A flight training services operator shall:

- Employ and make available at least one (1) or more FAA-certified flight instructor necessary to meet the flight training demand and schedule requirements.
- Provide one (1) or more owned or leased certified, airworthy and properly equipped aircraft to accomplish the services offered and meet the schedule requirements.
- Provide a professional facility to conduct classroom training. The facility must, at minimum, provide heated classroom and flight planning areas, indoor restrooms, and a pilot lounge area.

An aircraft maintenance training services operator shall:

- Employ and make available at least one (1) or more FAA-certified Airframe and Powerplant mechanic, with prior inspection authorization approval, necessary to meet the classroom and shop training demand and schedule requirements.
- Provide aircraft and or mockup training aids necessary for the educational program.
- Provide a suitable facility to conduct training. The facility must, at a minimum, provide a heated classroom, appropriate styles of shop and hangar-like facilities, indoor restrooms and lounge area.

- e. Aircraft Rental:** An aircraft leasing or rental services operator provides general aviation aircraft for leasing or rental to the public. An aircraft rental services operator shall:

- Keep premises open and services available during appropriate business hours, seven (7) days a week.
- Have available for rental a minimum of two (2) owned or leased, certified, airworthy and properly equipped aircraft.
- Ensure that all renters are in compliance with all applicable federal, state, and local laws, rules, regulations and policies.

- f. Pilot Services and Concessions:** Each FBO / SASO shall provide the following services and concessions inside their main building when applicable to their primary service.

- Customer service counter and public lobby area with indoor restrooms.
- Provide basic pilots' and/ or mechanic's supplies for retail sale.
- Flight planning work area with weather service and communication links (Wi-Fi, etc.).
- Public telephones.
- Local ground transportation contacts.

- g. Charter Operations:** A charter operator provides for hire air transportation of persons or property to the general public either on a scheduled or "on-demand" basis and is further defined by FAR Parts 119 and 135. A charter operator shall:

- Employ and make available at least one (1) person who holds a current FAA commercial pilot certificate and medical certificate with ratings appropriate for the operator's aircraft.
 - Provide one (1) or more properly airworthy and properly equipped aircraft to accomplish the services offered.
 - Have and display a current FAR Part 135 Certificate.
- h. Special Flying Service:** FBOs and SASOs providing special flying services such as agricultural spraying or seeding, sightseeing tours, aerial photography or surveying, power line or pipeline patrol, firefighting or fire patrol, air ambulance, airborne mineral exploration, banner towing, and other commercial flying services operated under FAR Part 91. A special flying service operator shall:
- Employ and make available at least one (1) person who holds a current FAA commercial pilot certificate and medical certificate with ratings appropriate for the operator's aircraft.
 - Own or lease at least one (1) airworthy and properly equipped aircraft.
 - If operator performs aerial agricultural applications or other services involving commercial use of chemicals, shall provide a centrally drained and paved area of not less than ten thousand (10,000) square feet for aircraft loading, washing and servicing. This area shall meet all current federal, state and local agency requirements. The agricultural operator shall also provide for the safe storage, handling, and containment of materials and equipment.
- i. Aircraft Storage and Hangars:** An aircraft storage and hangar service operator leases and rents hangars and/or multiple T-hangars, to aircraft owners or operators for aircraft storage purposes. An aircraft storage and hangar service operator shall:
- Post informational sign with hangar operator contact name and phone numbers, hangar availability, and rental rates inside the FBO's terminal. A separate leased space is not required for this service.
 - Rent hangars only for aircraft storage purposes. It is the responsibility of both the operator and owner of each based aircraft stored within the operator's hangar facilities to comply with the rules and regulations of the Airport.
 - Maintain all hangar buildings, improved properties, ramps, aprons, and taxi lanes in good working condition and keep them visually presentable.
- j. Aircraft Sales:** Aircraft brokers or sales operators providing new and/or used aircraft sales and aircraft brokerage services shall:
- Employ and have on duty at least one (1) qualified aircraft salesperson.
 - Not perform any maintenance or charter activities.
- k. Aircraft Restoration, Painting, and Refurbishing:** FBOs and SASOs providing any restoration, painting and refurbishing of aircraft structures, engines, propellers, accessories, interiors, exteriors, and components shall:
- Employ and have on duty at least one (1) qualified person who has certificates appropriate for the work performed.
 - Meet all requirements of the Uniform Fire Code.

- Meet all air, water, hazardous materials, and environment standards required by federal, state, and local laws, regulations, and policies.

I. **Additional Aeronautical Services:** Operators desiring to conduct other Commercial Aeronautical Activities and Services not covered above shall outline the proposed operation in a letter to the Airport Manager. The Airport Manager will review the proposal and identify if there are facilities or land available for the activity or service. Additionally, prior to commencing any commercial activity, the operator shall

- Provide all of the information identified in the previous sections of this document that are appropriate for the services to be offered.
- Obtain all certifications necessary to legally perform the services.
- Provide satisfactory evidence of technical competency to conduct the proposed services.
- Obtain all appropriate business licenses, and insurance.

The Airport Manager will review requests on a case by case basis and approve, forward for further review, or deny the activity.

7. Complaints

All complaints about any commercial operator or their employees for violation of these standards, rules and regulation shall be in writing and signed by the complainant and filed with the Airport Manager. The Airport Manager will investigate the complaint and provide feedback to the complainant.

8. Revocation of Lease, License, Permit or Agreement

The city retains the right to terminate any lease, license, permit or agreement covering a commercial or non- commercial operation and to revoke a lease on any land or facility upon the Airport for any cause or reason provided by these rules, regulations or standards, or by the lease, license, permit or agreement itself, or by law, or for any of the following causes:

- Operator filing a petition of voluntary or involuntary bankruptcy with respect to the operation.
- The operator making a general assignment for the benefit of creditors.
- The abandonment or discontinuance of any operation at the Airport by the commercial operator or failure to conduct such operation or activity which the lessee, licensee or permittee has agreed to provide under the terms of his contract. If this condition exists beyond a specified period contained in a lease or rent agreement without prior written consent of the city, it will constitute an abandonment of the land or facilities and the lease and/or license shall become null and void.
- The failure of an operator to pay promptly when due all rents, charges, fees, or other payments in accordance with the applicable leases, licenses, or permits.
- The failure of the operator to remedy any default, breach or violation of Pearson Field Airport rules and regulations by him or his employees within thirty days after notice from the Airport Manager.
- Violation of any federal, state or local standards, rules or regulations, or failure to maintain current licenses required for its operation.
- Intentionally supplying the city with false or misleading information or misrepresenting any material fact on the application or documents, or in statements to or before the city; or intentional failure to make full disclosure on financial statement or other required

documents.

Glossary

All definitions contained in this section apply to the Pearson Field Airport Minimum Standards, Rules and Regulations, and Leasing Policies. Definitions are taken from the Vancouver Municipal Code, Federal Aviation Regulations, Federal Aviation Administration Advisory Circulars, U.S. Department of Transportation Aeronautical Information Manual, and other sources as appropriate.

Aeronautical Activity - means any activity or service which involves, makes possible, or is required for the operation of aircraft, or contributes to, or is required for, the safety of such operations. "Aeronautical activities" include, but are not limited to, charter operations (under either Federal Aviation Regulation [FAR] Part 121 or 135), charter brokerage, aircraft hangar leasing, pilot training, aircraft rental and sight-seeing, aerial photography, crop dusting, fire suppression, aerial advertising and surveying, aircraft sales, leasing and servicing, aircraft management, and sale of aviation petroleum products, whether or not conducted in conjunction with other included activities which have a direct relationship to the operation of aircraft, repair and maintenance of aircraft, sale of general aviation aircraft parts, and any other activities which because of their relationship to the operation of aircraft can appropriately be regarded as an "aeronautical activity."

Aeronautical Education - any aeronautical related education or educational services provided to any person, class or entity in which the educational provider holds, or is required to hold an Airman's Certificate issued by the Federal Aviation Administration or any other aeronautical approving authority.

Agreement - the written agreement between the City and a Person specifying the terms and conditions under which the Person may conduct commercial aviation activities.

Aircraft - any contrivance used or designed for navigation or flight in the air including, but not limited to, an airplane, sailplane, glider, helicopter, gyrocopter, ultralight, balloon, blimp, dirigible, unmanned aerial vehicle, remotely piloted vehicle, or drone.

Aviation Fuel, AVGAS, Jet-A - all flammable liquids composed of a mixture of selected hydrocarbons expressly manufactured and blended for the purpose of effectively and efficiently operating internal combustion, jet, or turbine engine, which meet the standards of ASTM D910-Latest (AVGAS) and DI 655-Latest (JETA).

Aircraft Operation - an aircraft arrival at, taxiing on, or departure from, the airport. For FAA statistical data: any aircraft arrival or departure; each of which accounts for one operation.

Aircraft Operation Area - Any area of an airport used or intended to be used for landing, takeoff, or surface maneuvering of aircraft. An air operations area includes such paved areas or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiways, or apron.

Aircraft Owner - a person or entity holding legal title to an aircraft, or any person having exclusive possession of an aircraft.

Aircraft Parking and Storage Areas - hangar and apron locations at the Airport designated

by the Airport Manager for the parking and storage of aircraft.

Aircraft Rental - the commercial operation of renting or leasing aircraft to the public for compensation.

Aircraft Sales - the sale of new or used aircraft through brokerage, ownership, franchise, distributorship, or licensed dealership.

Aircraft, Based - an aircraft which the owner physically locates at the airport for an undetermined period, and, whenever absent from the Airport, its owner intends to return the aircraft to the airport for long-term storage. Aircraft not physically located at the airport for more than fifty (50) percent of a calendar year shall not be considered a based aircraft.

Airframe and Powerplant Maintenance - the commercial operation of providing airframe and power plant services, which includes but not limited to any of the following: the repair, maintenance, inspection, construction, modification or alteration to aircraft, aircraft engines, propellers and appliances including the removal of engines for major overhaul. This category of service also includes the sale of aircraft parts and accessories.

Airport - Pearson Field Airport; any and all of the properties owned and controlled by the City of Vancouver, Washington, being used as a public airport and located in Clark County, Washington, within the Vancouver city limits at latitude 45°37'23", and longitude 122°39'39".

Airport Advisory Committee (AAC) - means that body which makes recommendations to the city council and city manager on matters pertaining to Pearson Field Airport as set forth in Vancouver Municipal Code.

Airport Layout Plan (ALP) - the plan of an airport showing the layout of existing and proposed airport facilities which has been approved by the FAA.

Airport Manager - The person designated by the City Manager as having responsibility and authority for management of Pearson Field Airport with the right to exercise all of the authority pertaining to the overall operation of the Airport and the enforcement or application of all rules and regulations related to the Airport.

AOA - Airport Operations Area - means any area of an airport used or intended to be used for landing, takeoff, or surface maneuvering of aircraft. An aircraft operations area includes such paved areas or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiways, or apron.

Avionics Sales and Maintenance - the commercial operation of providing the repair and maintenance of aircraft radios, instruments and accessories. Such operation may include the sale of new or used aircraft radios, instruments and accessories.

Charter Operation - any operation for compensation or hire as defined in FAR Part 119 and operated under FAR Part 135.

Commercial Activity - the conduct of any aspect of a business, concession, operation, or agency in order to provide goods or services to any person for compensation, for-profit or hire. In addition, any activity which requires a license or certification to be performed, whether for compensation or not, is considered a commercial activity.

Commercial Operator - a person, firm, corporation, or other entity conducting commercial activities or services at the Airport for compensation or hire, and/or providing a service which requires licensing or certification to be performed regardless of whether or not compensation is provided. Nonprofit organizations are not considered commercial operators.

Commercial Service - the actual conveyance of product or maintenance and repair, etc. provided by a person, firm, corporation whether for compensation or not. Typically, a task performed by a Commercial Operator's employee for a customer.

City - the municipal corporation organized under the constitution and statutes of the state of Washington and known as Vancouver, Washington.

Exclusive Right - a power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right. An exclusive right can be conferred either by express agreement, by the imposition of reasonable standards or requirements, or by any other means.

FAA - the Federal Aviation Administration.

FAR- the Federal Aviation Regulations as published by the FAA.

Flight Instructor - a person who is properly licensed and certified by the FAA to provide flight instruction.

Flight Training - the commercial operation of instructing pilots in dual and solo flight in any aircraft, and related ground school instruction as necessary to complete a FAA written pilot's examination and flight check ride for various categories of pilots' certificates and ratings.

Flying Club - a nonprofit corporation or organization (as evidenced by articles of incorporation or other appropriate documents) in which all aircraft are equally owned or leased by all members of the corporation or organization.

FBO (Fixed Base Operator) - a full-service commercial operator who engages in the activities that typically include aircraft fuel sales, airframe, powerplant, and avionics maintenance and overhaul, flight training, and pilot supplies and aircraft parts retail sale

Fueling or Fuel Handling - the transportation, sale, delivery, dispensing, or draining of fuel or fuel waste products to or from aircraft or fuel trucks.

Fuel Storage Area - any portion of the Airport designated temporarily or permanently by the Airport Manager as an area in which aircraft fuel or any other type of fuel may be stored or loaded.

General Aviation - all civil aviation operations other than military, scheduled air services and non- scheduled air transport operations for remuneration or hire.

Hazardous Material - any substance, waste, or material which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous, and is or becomes regulated by any governmental authority, agency, department, commission, board agency or instrumentality of the United States, the State of Washington, or any political subdivision thereof, and the presence of which requires investigation, removal and/or remediation.

Lease - the written contract between the City and a person/business enterprise specifying the terms and conditions under which a person may occupy and operate certain Airport facilities and/or property.

Minimum Standards - the qualifications or criteria established by the Vancouver City Council as the minimum requirements to perform commercial activities and operations on the airport.

Mobile Service Provider (MSP) - a person or entity that provides commercial aeronautical services on airport property but does not operate out of owned or leased property on the airport. Examples of an MSP include aircraft washing and detailing.

Mobile Maintenance Provider (MMP) - a person or entity that performs aircraft maintenance that requires certification or licensing, but is not a commercial tenant at Pearson Field, and who temporarily rents space in a facility approved for commercial activity from a lessee for the purpose of performing occasional work on airport tenant owned aircraft.

Permit - administrative approval issued by the Airport Manager to a Person to conduct a commercial aeronautical activity and provide such services to based and transient aircraft only from facilities and locations where such services are authorized.

Person - any individual, firm, partnership, corporation, company, association, joint stock, or body politic; and includes any trustee, receiver, assignee, or other similar representative thereof.

Roadway - any street or road, whether improved or unimproved, within the boundaries of the Airport and designated for use by ground vehicles.

SASO (Specialized Aviation Service Operation) - an aeronautical business that offers a single or limited service. Examples of a SASO include, but are not limited to: pipeline patrol, aerial photography/survey, scheduled commuter air service, air ambulance, aircraft sales, aircraft storage, propeller and/or aircraft accessory repair and sales, aircraft upholstery, aircraft painting, flight training, fuel sales, and banner towing.

Self-Fueling - fueling an aircraft by the pilot using fuel pumps installed for that purpose. The fueling facility may or may not be attended by the owner/operator of such a facility. The use of this type of facility is not considered to be self-service.

Self-service Fueling - Dispensing fuel into an aircraft by the aircraft owner from portable containers.

Special Flying Service - An FBO, SASO, or other operator that provides a special flying service that includes but is not limited to: agricultural spraying or seeding, sightseeing tours, aerial photography or surveying, power line or pipeline patrol, firefighting or fire patrol, air ambulance, airborne mineral exploration, banner towing, et cetera.

Sublease - the written agreement stating the terms and conditions under which a third-Party person leases space from a Lessee.

Taxi-lane - the portion of the Airport apron area, or any other area, used for access between taxiways and aircraft parking or storage hangars.

Taxiway - a defined path established for the taxiing of aircraft from one part of the Airport to another; typically from the aprons to the runway.

"Through the Fence" Operator - an individual, business, or organization located on property adjacent to an airport, who has access onto and uses the airport.

Vancouver City Council - seven elected City officials who comprise the governing body of the City of Vancouver.

Vehicle Parking Area - any portion of the Airport designated and made available temporarily or permanently by the Airport for the parking of ground vehicles.

WSDOT/Aviation - the Washington State Department of Transportation, Aviation Division. (WSDOT/Aviation).

DRAFT

DRAFT
Pearson Field Airport
Airport Advisory Committee
BYLAWS

ARTICLE I AUTHORITY

I. These Bylaws for the Airport Advisory Committee are adopted under the authority of Section 10.05.040 of the Vancouver Municipal Code (VMC) as amended.

ARTICLE II PURPOSE, FUNCTION AND DUTIES

Section 1 Purpose – The purpose of the Airport Advisory Committee (AAC) is to provide policy advice and recommendations to the City Council, City Manager, Airport Management and other City Departments regarding the management and operations of Pearson Field airport, related to airspace compatibility, and other aviation related issues pertaining to the City of Vancouver.

Section 2 Function – The AAC shall serve as an advisory body to the Airport Manager, the City Manager and the Mayor and Council.

Section 3 Duties – The AAC shall have the following duties:

A. Responsibilities – Advise in the management and operations of the Airport in a manner that reflects the needs of the community, reflects the City's stated values and demonstrates its essential worth to overall community development, both economically and aesthetically. The recommendations of the AAC should provide advice and recommendations regarding:

- i. Any issue pertaining to maximizing the historic, economic, public safety, educational, and cultural value of Pearson Field Airport;
- ii. Airspace compatibility of any economic development projects with potential to affect the integral value of Pearson Field Airport (ex. zoning, building standards, etc.);
- iii. Airport financial considerations including review of annual airport financial statement as well as review and recommendations on proposed fees, leases, rental rates and rental agreement formats;
- iv. Proposals to construct or remove any building, capital improvements, or enlarge airport facilities;
- v. The adoption or amendment of airport Rules and Regulations, Commercial Minimum Standards and the development of airport related plans including the master plan and airport layout plan;

- vi. Agreements with the National Park Service, or any other entity, with either operational or financial implications for Pearson Field Airport;
- vii. Aviation matters referred to the committee by City Council, City Manager, or their designee;
- viii. Other aviation matters that originate within the committee.

B. Grants – The AAC will review and provide a recommendation for all grants pertaining to the Airport. Specifically, the AAC will:

- i. Review on all Airport grants before being submitted to the Council for City acceptance of the grant. The exception will be if grant acceptance and Council action is required sooner than the AAC can meet.

ARTICLE III ORGANIZATION

Section 1 Commission Members –

A. The AAC shall consist of XX (XX) members as defined in Section 10.05.040 of the VMC with tenants not serving as a majority of the Committee. Due consideration, including recommendation from the acting AAC Chair, shall be given to maintaining members with demonstrated interest in aviation and aeronautical activities, and having skills in one or more relevant areas such as airport management, legal, marketing, finance, FAA knowledge, real estate, business, engineering, etc. Members will have demonstrated the ability to work effectively with others in a volunteer committee role and any other requirements as set forth by the Council for City advisory groups.

B. Committee members appointed to fill an unexpired term shall serve until the end of the unexpired term, rather than a standard three-year term.

C. When a Committee member's term expires, they may continue to serve until a successor is appointed by the Mayor and approved by City Council.

D. Committee members shall not receive any compensation for service on the Committee.

E. Committee members may resign prior to the end of their term on 30-day written notice to the Committee Chair and Airport Manager. Committee members may be removed prior to the expiration of their term of appointment for non-performance, including unexcused absences from three consecutive regular AAC meetings or six regular meetings in a twelve-month period, on recommendation of the AAC chair and Airport Manager, and by a majority vote of the City Council.

Section 2 Committee Attendance – Committee members are expected to attend all AAC meetings, unless otherwise excused. Forfeiture of office and removal are subject to the provisions set forth in Section 10.05.040 of the VMC.

Section 3 Officers and Staff

A. Officers – The AAC will annually, by majority vote, elect a Chair and Vice-Chair at the first regular meeting of the calendar year as defined by Section 10.05.040 of the VMC.

i. The Chair and Vice-Chair will serve one-year terms. Any Committee member serving as the Chair or the Vice-Chair shall be eligible for reelection. Officer's may not serve for more than two consecutive terms.

ii. In the event the Chair cannot complete the full term in that position, the Vice-Chair shall assume the duties of Chair. Should the Vice-Chair be unable to complete the full term in that position, another AAC member will be elected by the AAC at the meeting immediately following notice of the Vice-Chair's inability to complete the term.

iii. The Chair or the Vice-Chair may be removed from office at any time by a majority plus one (1) vote of all of the Committee members. Upon action to remove an officer, the AAC shall in the same meeting, elect a new Committee member to that position. The newly elected officer will serve in that position until the next regularly scheduled election of officers.

B. Staff – The Airport Manager ("Manager"), or the Manager's designee, shall serve as staff liaison and Secretary to the AAC ("Secretary"). The City's Airport staff, under direction of the Secretary, shall furnish professional and technical advice to the AAC. Other City staff may furnish professional and technical advice as requested by the AAC or the Secretary.

ARTICLE IV MEETINGS

Section 1 Regular Meetings - All regular and special meetings of the AAC will be open to the public and the date, place and agenda will be publicized in accordance with the Open Public Meetings Act. (RCW 42.30)

A. Date and Time of Meetings – The AAC generally meets quarterly on the second Tuesday of the month, starting in January, excluding legal City holidays ("Regular Meeting"). The AAC's annual Regular Meeting schedule shall be approved by motion and majority vote of the AAC at the first Regular Meeting following the first day of June. The Chair, or Vice-Chair acting in the Chair's capacity, may set the time of the Regular Meeting.

B. Cancellation – If there are no action agenda items to be heard, a Regular Meeting may be cancelled by the Chair, or Vice-Chair acting in the Chair's capacity, no later than seven (7) days prior to the scheduled meeting date. In no case shall the Chair, or Vice-Chair acting in the Chair's capacity, cancel more than two consecutive Regular Meetings under this Article IV.1.B.

C. Location – Regular Meetings of the AAC shall be held in the Pearson Field Museum Headquarters building, unless noticed or advertised differently.

Section 2 Study Session Meetings – A Study Session Meeting may be called by the Chair, the Vice-Chair acting in the Chair's capacity, or at the request of two (2) Committee members. Study Session Meetings may generally be held before Regular Meetings. All Study Session Meetings shall be limited to the receipt of reports and information from the Airport Manager and from other City staff, where applicable. Such reports and information shall concern matters listed in the agenda for the Study Session. Public testimony is barred. The Secretary shall cause a recording to be made of each Study Session, which shall include at a minimum such information as is required by law and shall keep and maintain the recording as part of the AAC's records.

Section 3 Special Meetings – A Special Meeting may be called by the Chair, or the Vice-Chair acting in the Chair's capacity, or at the request of two (2) Committee members.

Section 4 Quorum – XX (XX) Committee members shall constitute a quorum for the conduct of business at any AAC meeting. No action shall be taken at any meeting in the absence of a quorum, except to adjourn the meeting to a subsequent date.

Section 5 Agenda

A. Preparation – An agenda shall be prepared by the Secretary with the concurrence of the Chair for each AAC meeting. The agenda shall comply with applicable laws regarding open meeting notice requirements.

B. Agenda Items – All items for action and discussion shall be submitted to the Secretary with documentation eight (8) calendar days in advance of the meeting, to be considered for action on an agenda.

Section 6 Conduct of Meetings

A. Presiding Officer – The Chair shall preside at the meeting. In the Chair's absence, the Vice-Chair shall conduct the meeting. If neither the Chair nor Vice-Chair is in attendance, then the meeting will be conducted by the Committee member with the highest seniority. If there is more than one (1) Committee member with the highest seniority, then these Committee members may select the Presiding Officer between

themselves. If no decision is reached within ten (10) minutes of the meeting start time, then the Secretary shall facilitate the selection using a fair and equitable method, of which the outcome will be binding.

B. Chair Authority – The Chair shall have the right to vote on all matters before the AAC and to make or second a motion.

C. Attendance by Telephone – Committee members may attend a meeting by telephone if they are physically unavailable to attend in person. Committee members will provide the Secretary with a minimum of three (3) hours prior notice of their intent to attend a meeting by telephone. In no event shall more than three (3) Committee members attend a meeting by telephone. When a Committee member attends a meeting by telephone, the Chair shall state for the record the Committee member who is attending the meeting by telephone.

D. Agenda Order – The order of the agenda is at the discretion of the Chair whom may consider the request of any Committee member for a change.

E. Consent Motion – The AAC, by a single consent motion, may take action on any number of matters where the AAC, staff, or general public with interest in such matters do not desire to address any of these items. If after a call and invitation by the Chair for discussion of any item(s) on the proposed consent agenda, should any Committee member or member of the public request to address any such matter, the AAC shall withdraw the matter from the consent agenda for the purpose of conducting a full discussion and receiving of public comments prior to taking action on the matter.

F. Staff Recommendations – A motion to adopt or approve staff recommendations or simply to approve the action under consideration shall, unless otherwise particularly specified, be deemed to include adoption of all proposed findings and as stated in the staff report on file in the matter.

G. Public Comment – For any matter under consideration, any person may submit written comments and if attending in person, may speak to the issue upon being recognized by the Chair and stating his or her name and address and the names of any person on whose behalf the speaker is appearing. To expedite the conduct of the provision of comments, the Chair may limit the amount of time that any person(s) may use in addressing the AAC. The Chair will announce the time limit prior to any public address on the subject and will apply the limit equally to all speakers on the matter.

H. New Items – All items submitted from the floor or presented as an adjunct to the agenda will be deferred to the next Regular Meeting of the AAC.

I. Voting

i. After the conclusion of any input on a matter to be considered by the AAC, the AAC shall discuss, deliberate or otherwise take action on the matter.

ii. Each Committee member attending shall be entitled to one (1) vote. Voting on all matters before the AAC shall be by voice vote unless otherwise directed by the Chair. In all cases where a vote is taken, the yeas, nays and abstentions shall be separately recorded, with the exception of a unanimous vote, which shall be recorded as such.

iii. Committee member shall disqualify themselves and abstain from voting whenever they have, or may have, a conflict of interest in the case under consideration, as described and provided by the Revised Code of Washington (RCW 42.30).

J. Recommendation to City Council – The Secretary shall forward in writing the recommendations and findings of the AAC to the Council through approved minutes or subsequent requests for Council action on a particular matter.

K. Procedure – Unless otherwise inconsistent with these bylaws, the conduct of all AAC meetings shall be governed by the rules contained in the latest revised version of *Robert's Rules of Orders* unless such rules are suspended by majority vote of the AAC.

Section 7 Records – Minutes of each AAC meeting shall be compiled by the Secretary, signed by the Chair, and distributed to each Committee member before or at the next Regular Meeting. Minutes may be amended by vote of the AAC at the next Regular Meeting. Minutes shall be maintained in a form accessible to the public in the principal offices of the Manager.

Section 8 Retention of Files

A. Files – The official records of the AAC shall include the bylaws, minutes of all meetings, staff reports presented to the AAC, written recommendations and findings of the AAC as prepared by and forwarded to the Council by the Secretary, and any proposed resolutions or ordinances related to a matter presented to the AAC, and any written materials submitted to the Manager by any member of the public concerning a matter considered by the AAC.

B. Retention – The Secretary shall keep and maintain all such official records on file in the office of the Manager. Minutes of all AAC meetings shall also be maintained on file with the Vancouver City Clerk. All such official records shall constitute public records and be available for public inspection during customary office hours. Original AAC documents shall be retained for not less than seven (7) years. Thereafter, such

matters may be microfilmed or scanned for electronic filing, along with other special matters as the Secretary deems essential, for permanent recording.

Section 9 Notice of Meetings

A. Notice – Notice of the date, time and place of any ACC meeting, and a general explanation of each matter to be considered at such meeting, and including a general description of the area affected, shall be given to the Committee members and to the general public in accordance with Washington’s open meeting law requirements, and such other requirements as may exist under applicable federal, state or local law, including, without limitation, any requirements for notice by publication.

B. Public Access – All meetings of the AAC shall be open to the public. The Secretary shall keep minutes of the proceedings, showing in all cases where a vote is taken, the yeas, nays and abstentions being separately recorded, with the exception of a unanimous vote, which may be recorded as such.

ARTICLE V AMENDMENTS

II. These Bylaws may be amended by majority vote at any meeting of the AAC provided that notice of the proposed amendment is given to each Committee member in writing at least five (5) days prior to the Regular Meeting. Such amendment shall be subject to ratification by the Council and, if so approved, shall become effective at the next Regular Meeting.

APPROVED AS TO FORM

City Attorney

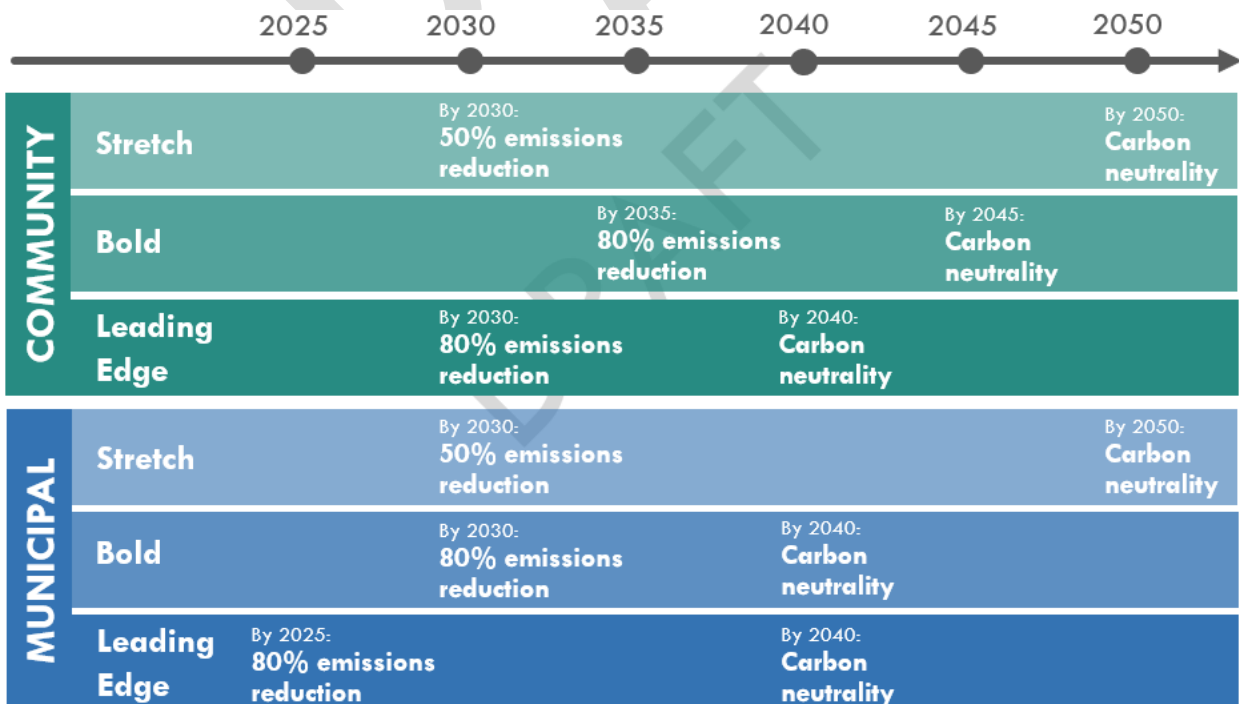
Date

Updated Work Plan & Early Action Package

This memo and the associated presentation provide an update on Vancouver's climate action planning process since the March 22, 2021 City Council workshop. Key updates are summarized below and detailed herein.

- ▶ The City expanded the strategy roadmap to a **full climate action planning process** and continues to consider which target pathway the City will pursue (see Figure 1). An **updated workplan** for development of Vancouver's Climate Action Plan (CAP) is provided herein. The strategy roadmap is provided for reference at the end of the memo.
- ▶ In consultation with City staff, Cascadia developed an **Early Action Package, provided herein**. These actions support one or more strategies in the roadmap and were developed to:
 - Support one or more roadmap strategies.
 - Align the City to state standards.
 - Leverage opportunities presented by recently passed state legislation (see the Washington Policy Overview section of the memo for a summary of this legislation).
 - Provide a foundation for future CAP action.
 - Offer near-term emissions reductions and opportunities for City leadership.
 - Consider input received during development of the strategy roadmap.
- ▶ City staff developed an **interim green building policy**, which supports Early Action #1 and is provided following the Early Action Package.

Figure 1. Three GHG Emissions Reduction Target Pathways Under City Consideration.



UPDATED WORKPLAN

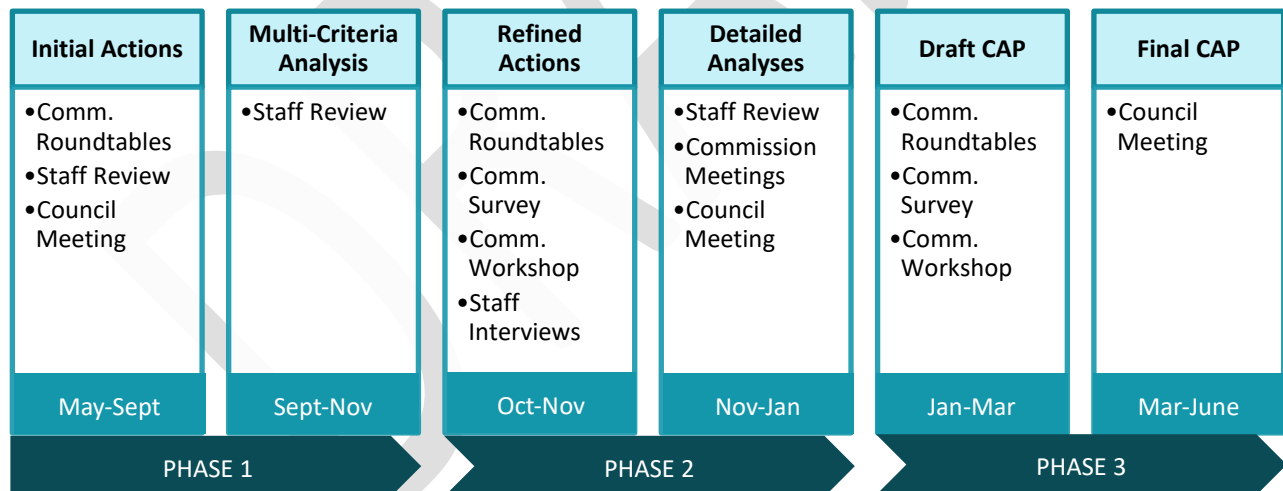
Following presentation of the strategy roadmap at the March 22, 2021 Council workshop, the City expanded the process to a full climate action planning process. In Figure 2, **completed steps are shaded in**. The strategy roadmap is provided for reference at the end of the memo.

Figure 2. Overview of Vancouver's Climate Action Planning Process (August 2020-June 2022)



Over the next year, development of the CAP will build on the work completed to date, with three major phases of action development and associated engagement and analysis. A summary of milestones and detailed timeline are provided in Figure 3 and Figure 4 below, respectively. Working with City staff, Cascadia is currently developing an Early Action Package that will be previewed at the July 26, 2021 City Council meeting.

Figure 3. Milestones in the Development & Assessment of Actions (2021-2022)



VANCOUVER CLIMATE ACTION PLAN

UPDATED WORK PLAN & EARLY ACTION PACKAGE

Figure 4. Detailed Climate Action Plan Timeline

CAP Timeline

With **Tasks** and **Deliverables** (♦).

Task 1. Kick-off Meeting & Project Management

Kick-off meeting, project work plan + schedule
Check-ins and invoicing

Task 2. Prepare 2019 Greenhouse Gas Inventory

Data collection checklist & templates
Populated Excel inventory workbook
Re-run 2007 inventory

Task 3. Set Emissions Reduction Targets

Business-as-usual forecast and reduction target memo
High-level wedge analysis (3)
Interactive tool (1)

Task 4. Recommend Reduction Plan

Results from city staff engagement
Menu of reduction strategies

Task 5. Community engagement

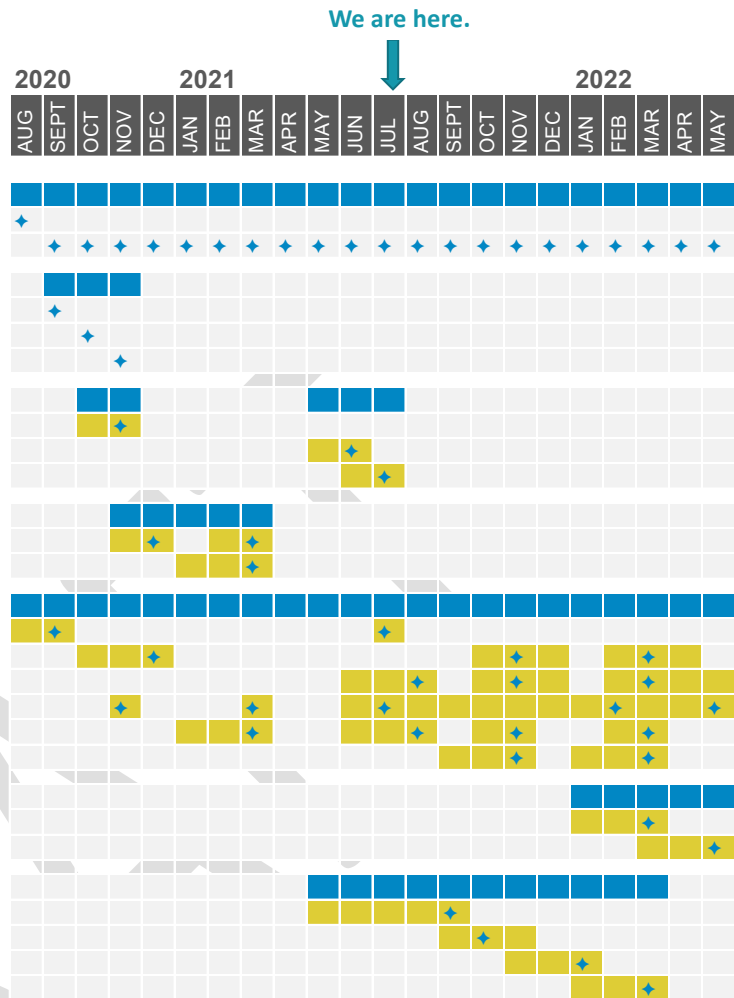
Community engagement strategy
Community surveys (3)
City staff engagement
City Council & Board/Commission engagement (5)
Public + stakeholder focus groups/roundtables (9)
Public workshops (2)

Task 6. Final Report

Draft Climate Action Plan
Final Climate Action Plan

Task 7. Action Development

Initial action development
Qualitative multi-criteria analysis
Detailed cost/impact analysis
Finalization of actions



EARLY ACTION PACKAGE

The City of Vancouver is developing a Climate Action Plan, with plans to begin implementation in 2022-2023. To date, public, stakeholder, and staff input, as well as best practices and current research in climate planning, have been used to develop a menu of the most impactful, systemic strategies to shift Vancouver toward carbon neutrality and increased community resilience. In the coming months, public, stakeholder, and City staff input will continue to shape the development of the actions that will ultimately set Vancouver on their path to carbon neutrality.

The engagement to date, along with a review of current City plans and programs, Washington state policy, and best practices of peer cities, has suggested early actions the City could implement now to jumpstart progress toward a more sustainable future. These actions will be previewed at the July 26, 2021 City Council meeting. Early actions were determined using the following criteria:

- ▶ Necessary changes to come into alignment with state building, energy, and other sustainability-related standards.
- ▶ Lays a foundation for future implementation.
- ▶ Balances necessary changes and foundational action with actions that result in near-term (i.e., next 1-2 years) emissions reductions.
- ▶ No engagement is needed or we have already heard strong community and stakeholder support.
- ▶ A focus on municipal actions to demonstrate City leadership.
- ▶ Fits local context.
- ▶ Key opportunities presented by the most recent state legislative session.

We used the following sources to develop early actions:

- ▶ Staff feedback.
- ▶ Stakeholder feedback from community roundtables (e.g., Clark PUD (CPU), Northwest Natural (NWN), Climate Solutions).
- ▶ Washington policies related to climate change and sustainability.
- ▶ Other climate action plans from the cities of Redmond (WA), Everett (WA), Flagstaff (AZ), and Providence (RI).

Summary of Early Actions

The table below summarizes the 13 actions recommended for early adoption and implementation by the City of Vancouver. The following pages provide additional detail on the actions.

Since most Natural Systems and Green Economy actions are lower impact in terms of emissions reduction and would need community engagement to refine, we do not recommend any actions in these sectors for early implementation. While we do not include any actions specific to the Equity sector, in other sectors we have incorporated equity actions that already have community support and are unlikely to require additional community engagement.

Actions
Buildings & Energy
1. Develop a comprehensive green building policy for City-owned and occupied buildings and the private sector that is consistent with or exceeds state standards.
2. Expand energy and water conservation retrofits and operational improvements to all municipal buildings and operations, beginning with retrofits that staff have already identified as feasible and promising investments.
3. Work with CPU to transition to 100% renewable energy for electricity use in municipal buildings, starting in 2021.
4. Work with CPU and NWN to subsidize home energy efficiency and weatherization retrofits for affordable housing units and housing that serves low-and fixed-income populations.
Transportation & Land Use
5. Partner with CPU, C-TRAN, and Waste Connections to expand electric buses and electric contracted waste collection vehicles, prioritizing implementation in communities overburdened by local air pollution and with higher rates of asthma and other respiratory ailments.
6. Develop and implement a fleet EV charging infrastructure program.
7. Introduce a policy to replace City fleet vehicles with electric at the time of replacement. This policy applies to City-owned cars and light- and heavy-duty trucks.
Solid Waste
8. Develop and enforce a City of Vancouver environmentally preferable purchasing policy (EPP).
9. Require food waste composting and glass and co-mingled recycling at all City buildings and for all municipal operations.
Water & Wastewater
10. Develop a solids management and resource recovery plan for wastewater facilities that generates renewable energy and beneficial materials.
Governance
11. Release a supplemental climate and sustainability priority declaration.
12. Build critical staff capacity to support CAP development and implementation.
13. Establish a municipal energy fund to create a self-sustaining source of funds for investing in energy-efficient municipal operations.

Detailed Description of Early Actions

Buildings & Energy

1. **Develop a comprehensive green building policy for City-owned and occupied buildings and the private sector that is consistent with or exceeds state standards.** This policy applies to both new and existing City-owned buildings and new private-sector buildings. It should meet or exceed the standards in the state's Clean Buildings Act and municipal high-performance building standards. The City will use the policy development process to determine specific requirements and standards of the policy; in the meantime, an Interim Green Building Policy will apply. As another first step to implement this action, the City should identify buildings to participate in the Early Adopter Incentive Program, which provides a one-time incentive payment of \$0.85 per gross s.f. of floor area for certain large commercial and multi-family buildings that demonstrate early compliance with the Clean Buildings Act requirements. Once developed/adopted, the green building policy may be expanded to single-family developments – outcomes are dependent on community engagement. Future state legislation and rulemaking may also drive the City's policy for single-family developments – for example, beginning in 2024, EV readiness will be required for new single-family construction.
 - Source: Staff Feedback, CPU, Community roundtables, Flagstaff CAAP
2. **Expand energy and water conservation retrofits and operational improvements to all municipal buildings and operations.** The first step is to begin with retrofits that staff have already identified as feasible and/or promising investments. These investments may cover streetlights, traffic signals, pump stations, or other infrastructure such as Tier 1 and Tier 2 buildings (which the City intends to retain long-term). CPU has a number of existing programs to support this expansion. Energy benchmarking should be included in the implementation of these initial retrofits, then expanded to a system-wide municipal energy benchmarking system to identify priority facilities for retrofitting and efficiency investments.
 - Source: Redmond ESAP, Staff feedback, CPU
3. **Work with CPU to transition to 100% renewable energy for electricity use in municipal buildings, starting in 2021.** CPU's existing programs would enable the City to achieve 100% renewable electricity in municipal buildings. This may include the purchase of renewable energy credits (RECs) or renewable natural gas. The first step is to meet with CPU to determine the most cost-effective approach to make the transition in 2021.
 - Source: Flagstaff CAAP
4. **Work with CPU and NWN to subsidize home energy efficiency and weatherization retrofits for affordable housing units and housing that serves low-and fixed-income populations.** Evaluate existing energy efficiency programs and work with community organizations that represent and serve overburdened communities to share information in culturally appropriate ways. The state's Matchmaker program and Weatherization Plus Health program are two available mechanisms to fund weatherization improvements. The Matchmaker program matches utilities dollar-for-dollar in weatherization investments in low-income homes and homes where people have asthma. The Weatherization Plus Health program supports local public health agencies and other community partners with home-based risk reduction and energy savings solutions. As the state's Climate Commitment Act and Clean Fuel Standard are implemented, additional significant funding sources are expected to become available. This early action will help the City and community be ready to rapidly scale these investments when these funding sources become available.
 - Source: Providence CJP, Flagstaff CAAP, Community roundtables

Transportation & Land Use

5. **Partner with CPU, C-TRAN, and Waste Connections to expand electric buses and electric contracted waste collection vehicles, prioritizing implementation in communities overburdened by local air pollution and with higher rates of asthma and other respiratory ailments.** The first step in this process is for the City to meet with CPU, C-TRAN, and Waste Connections to identify opportunities and barriers within City limits that the City could address to streamline and/or expand implementation. The City would provide funding or other support to further expand these existing programs in overburdened communities. After successful implementation in communities overburdened by local air pollution and with higher rates of asthma and other respiratory ailments as well as other low-income communities and communities of color, the City should expand the program to the remainder of the community until all feasible and/or applicable vehicles have been electrified. The expansion can be based on a prioritization study or other analysis.
 - Source: CPU
6. **Develop and implement a fleet EV charging infrastructure program.** CPU and Columbia-Willamette Clean Cities have grant programs that can assist with implementing this action; the Clean Cities program would focus on overburdened communities. The first step in this process is working with the Fleet Department to conduct an inventory and analysis of the City's current municipal fleet to identify 1) what the current breakdown of vehicles is by vehicle type; 2) identify priority vehicles to be electrified (e.g., passenger cars or heavy fuel consumers); 3) determine the location(s) where priority vehicles are located; and 4) determine if the location(s) that the priority vehicles are stored have the necessary electrical infrastructure to support EV chargers and what type of charger(s) would be needed (e.g., level 1, 2, or 3). Once this analysis is concluded the City should pilot an EV charger—or chargers—in that location. If possible, the City should look for opportunities to locate EV chargers in areas that are accessible to the City and general public, with a preference for areas of the community currently underserved with EV charging. Facilities staff suggested prioritizing fleet EV charging, then employee/public EV charging on City property. To avoid issues around the gift of public funds, the City can require payment for charging. The City of Seattle, which takes the conservative approach and requires payment for an EV charge, developed an employee use agreement that clearly spells out rules of use and payment requirements. Implementing this action along with Action 4 (100% renewable electricity for municipal facilities) will result in immediate emissions reductions from the fleet as well.
 - Source: Staff feedback, CPU
7. **Introduce a policy to replace City fleet vehicles with electric at the time of replacement.** This policy applies to City-owned cars and light- and heavy-duty trucks, and excludes equipment such as leaf blowers and backhoes. This policy would be pursued once the EV charging infrastructure program is in place. Washington state has a similar law in place that could be refined and adopted for use in Vancouver. This law requires state agencies “to satisfy 100% of their fuel usage for operating publicly owned vessels, vehicles, and construction equipment from electricity or biofuel” and includes exceptions where fuel is not reasonably available and for other specific use cases. The City could modify this language to focus on cars, and light- and heavy-duty trucks, and include needed exceptions. Where zero-emissions vehicles (ZEVs) are not yet feasible, which is likely the case for heavier-duty vehicles, short-term leases or other short-term arrangements should be prioritized. This will provide time for viable light- and heavy-duty ZEV vehicles to come to market, as is currently planned in California, and help ensure that long-term investment remains focused on vehicles with zero emissions. In Washington state, the Climate Commitment Act and Clean Fuel Standard both include programs to support expanded vehicle electrification. Under the Clean Fuel Standard, clean fleet operators are expected to generate revenue.
 - Source: Everett CAP, Staff feedback

Solid Waste

8. **Develop and enforce a City of Vancouver environmentally preferable purchasing policy (EPP).** At a minimum, the City's EPP should prioritize the purchasing of durable and repairable goods to reduce end-of-life emissions, prioritize green cleaners to improve indoor air quality, explore contracts and markets for recycled goods, include a preference for purchasing locally generated compost to help "close the loop" on the local food waste cycle, and support locally owned companies, especially those owned by women and people of color. The EPP may also include a requirement for conducting a life cycle analysis for goods and services to better capture the resources and emissions required to manufacture, package, and transport products. The first step in this process is to review EPPs from other jurisdictions, to provide a starting point for Vancouver's EPP. In the review, we recommend including Clark County's environmentally responsible purchasing policy and the City of Portland's sustainable procurement policies to support regional supply chains, and King County's sustainable procurement policy to provide a point of comparison with another large local jurisdiction. Clark County and King County both have a sustainable purchasing guide that could serve as a checklist for City staff to immediately begin to make more sustainable procurement decisions while the EPP is being developed. Early communication with policymakers and the community will also be needed to ensure there is a collective understanding of what materials are accepted for recycling and composting in Vancouver's current system (e.g., Dirt Hugger does not accept "compostable" plastic, biodegradable, or paper products).
 - Source: Everett CAP, Redmond ESAP
9. **Require food waste composting and glass and co-mingled recycling at all City buildings and for all municipal operations,** including specialized items such as e-waste, printer cartridges, scrap metal, batteries, block foam, and film. The first step is to discuss how to expand these services to all City buildings. This may include researching and expanding contracts and markets for recycled goods and end-of-life materials (e.g., Earth Friendly, Total Reclaim, EcoLights Northwest), which also supports Early Action #8 (EPP Policy). Another option for an early step is outreach and education to City employees, such as the development of a City "green team" with representatives from each building and/or department or requiring waste and recycling education as part of new employee orientation. Identifying appropriate education and outreach could be an outcome of the staff survey proposed in Early Action #12 (critical staff capacity).
 - Source: Redmond ESAP, Staff feedback

Water & Wastewater

10. **Develop a solids management and resource recovery plan for wastewater facilities that generates renewable energy and beneficial materials** (i.e., biosolids or biochar for fertilizer). Consistent with trends in wastewater treatment operations, this action combines increased energy efficiency and smart controls with renewable energy generation and production of beneficial materials. It applies to new projects and upgrades of existing equipment for wastewater treatment. It is also recommended that the City's Public Works department coordinate collection of applicable biosolids from other operations, such as food waste composting. As a first step, the City of Vancouver should review operations at peer facilities such as Spokane City/County and Eugene/Springfield (Oregon) as well as King County's Cedar Hills Landfill and wastewater treatment plants. All have biogas recovery. King County has created and utilized significant volumes of renewable energy from waste productions. In addition to generating renewable natural gas, King County's wastewater treatment facilities use biogas for the generation of electricity and heating.
 - Source: Staff feedback, Flagstaff CAAP

Governance

11. **Release a supplemental climate and sustainability priority declaration.** Following the City Council retreat in spring 2021, City Council named climate action as a key theme for near-term work. They also acknowledged the ongoing question of whether climate action sits within a single initiative or applies to multiple initiatives. This declaration would provide additional clarity and specificity on these topics. In addition to providing clarity and specificity, its purpose is to further empower City staff to make climate and sustainability a priority in their work and demonstrate the City's commitment to climate action to the community. The declaration would include a clear statement that climate change should be integrated and prioritized in all existing initiatives and direct key first steps to take in mainstreaming climate change in City processes, programs, and initiatives. Key first steps could include prioritizing implementation of the early actions in this package, integrating climate action criteria and priorities into the budget process, and working with City staff to identify near-term sustainability projects that ARPA funds could support. This declaration could also be accompanied by a statement of support for existing City plans and efforts that advance climate and sustainability goals, such as the audit of Title 20 of the municipal code, using the construction of Fire Station 3 and the new Operations Center as a pilot/demonstration of sustainability best practices, considering climate and sustainability in the Transportation Systems Plan update (e.g., consider micromobility policies), and implementation of Reside Vancouver.
 - Source: Staff feedback
12. **Build critical staff capacity to support CAP development and implementation.** High-priority needs include a CAP Lead and hiring a grant writer to support funding for CAP implementation. The first step is to recruit a senior policy analyst to lead CAP implementation, which will provide sufficient time for onboarding and help ensure readiness for implementation. A grant writer can support the need for expanded capacity to implement CAP actions. Once onboarded, the City will need to consider whether additional support such as a sustainability coordinator may be needed. Priority initial actions for these new hires include familiarizing with potential long-term funding sources for CAP implementation and conducting a baseline assessment of City staff knowledge and capacity to address climate change in their work. Results of these early actions could be used to develop a City staff climate education plan, inform the development of governance actions, and inform CAP implementation planning.
 - Source: Staff feedback, Everett CAP
13. **Establish a municipal energy fund to create a self-sustaining source of funds for investing in energy-efficient municipal operations.** Energy efficiency retrofits can lead to significant savings for City operations. These savings could be returned to the municipal energy fund for reinvestment into mitigation and adaptation actions. This action directly supports Early Action #2 and may include additional LED traffic and street lighting retrofits, solar energy projects, and electric vehicles/charging. These projects should prioritize those that continually reduce operating costs and emissions. The first step in this process is to review energy funds from other jurisdictions such as Ann Arbor's Municipal Energy Fund, to provide a starting point for Vancouver's. After successful implementation, the City of Vancouver should partner with local businesses to develop similar funding mechanisms – this type of fund should be feasible for many local businesses that own and operate a large number of facilities.
 - Staff feedback

Equity

In other sectors, we have incorporated key equity actions that already have community support and are unlikely to require additional community engagement.

Green Economy

Since most Green Economy actions are lower impact and would need community engagement to refine, we do not recommend any actions in this sector for early implementation.

Natural Systems

Since most Natural Systems actions are lower impact and would need community engagement to refine, we do not recommend any actions in this sector for early implementation.

DRAFT

INTERIM GREEN BUILDING POLICY

In support of Early Action #1, City staff developed an interim green building policy. This policy will apply while the comprehensive green building policy is developed as part of Early Action #1.

The Interim Green Building Policy is as follows:

- ▶ Certification at the LEED Buildings Design + Construction (BD+C) Gold standard or equivalent from alternative rating system for all projects covered under a development agreement except those that the Planning Commission has already issued a recommendation on. The Planning Official shall have the ability to adjust the LEED requirements on certain uses in private developments where requiring LEED certification is not applicable based on building type or would have no benefit.
- ▶ Certification at the LEED for Neighborhood Development Gold standard or equivalent from alternative rating system for all projects over 50 acres that enter into a development agreement except those that the Planning Commission has already issued a recommendation on.
- ▶ Certification at the LEED Buildings Design + Construction (BD+C) Platinum standard or equivalent from alternative rating system for all city-owned and occupied projects intended for full-time staff or public occupancy; consider the Institute for Sustainable Infrastructure Envision Standard as alternative. The Director of Public Works shall have the ability to adjust the LEED requirement where LEED is not applicable or appropriate based on building or project type.
- ▶ All projects covered by this interim green building policy are required to be electric-vehicle ready. The greater of one parking space and one accessible parking space or 10 percent of each type of parking space (regular and accessible), rounded to the next whole number, must be provided with wiring or raceway size to accommodate 208/240 V 40-amp or equivalent electric vehicle charging.
- ▶ This interim policy will be in place until a broader policy can be developed and adopted.

REFERENCE: WASHINGTON POLICY OVERVIEW

Washington's recent legislative sessions have been among the most consequential in state history for environmental policy. Together, recent legislation places an economy-wide cap on carbon, is driving decarbonization of the transportation and building sectors, limits overall waste and pollutants in the state, and embeds environmental justice in state policy. Key legislation is summarized below.

It is important to note that there are many details to be determined through rulemaking for many of these policies. It will take time to understand what the City will be able to control and influence, what specific funding sources will become available, and on what timeline.

Overarching/Governance

Climate Commitment Act

Bill Number: SB 5126

Description: Passed in 2021, the Climate Commitment Act (known as Cap and Invest) places an economy-wide cap on carbon to meet state GHG reduction targets and remain consistent with best available science, while minimizing the use of offsets to meet those targets. It includes natural gas allowances for existing buildings, allowances for energy-intensive trade-exposed industries, and excludes emissions sources such as aviation fuel, biomass, and biofuels. It works in concert with the HEAL Act to assess environmental justice (EJ) impacts and direct investments to overburdened communities.

Healthy Environment for All (HEAL) Act

Bill Number: SB 5141

Description: Passed in 2021, the HEAL Act defines EJ in state law and embeds it in state agency work including engagement, budgeting, funding, and strategic planning. It requires an EJ assessment of proposed and historic environmental bills, rulemakings, and budgets using Washington's Environmental Health Disparities Map and other tools. Like the Climate Commitment Act, it directs investments in climate-related actions to overburdened communities.

Buildings & Energy

Clean Energy Transformation Act (CETA)

Bill Number: SB 5116

Description: Passed in 2019, CETA requires a phase-out of coal by 2025, carbon-neutral electricity sales by 2030 and 100% clean energy by 2045. Utilities are the primary implementer of CETA.

Clean Buildings Act

Bill Number: HB 1257

Description: Passed in 2019, the Clean Buildings Act includes several provisions to increase energy efficiency and decrease the carbon intensity of energy used in both new and existing buildings. The Clean Buildings Act:

- ▶ Establishes a state energy performance standard for *new and existing commercial* buildings over 50,000 s.f.
- ▶ Establishes an Early Adopter Incentive Program for *new and existing commercial and multi-family residential* buildings over 50,000 s.f.
- ▶ Establishes a natural gas conservation standard for natural gas companies to “acquire all conservation measures that are available and cost-effective” (see Section 11). The initial conservation target must take effect by 2022. The social cost of carbon must be included in the cost-effectiveness analysis.
- ▶ Enables natural gas companies to establish renewable natural gas (RNG) programs to replace part of a customer’s natural gas service. Requires by tariff a voluntary RNG service be available to all customers.
- ▶ Directs the State Building Code Council to develop, by 2021, rules requiring electric vehicle charging capability at all new buildings with on-site parking. The greater of 1 space or 10% of spaces must be provided. In 2021, the legislature passed HB 1287 extending these requirements, by rule, to new single-family construction by 2024 (see the Transportation & Land Use section for additional provisions of HB 1287).

The Clean Buildings Act will help the state comply with key provisions of SB 5854, which became law in 2009:

- ▶ SB 5854 led to the establishment of RCW 19.27A.160, which requires that residential and nonresidential construction permitted under the 2031 state energy code achieve a 70% reduction in annual net energy consumption, using the adopted 2006 Washington state energy code as a baseline. The reduction must be achieved by incremental progress made from 2013-2031.
- ▶ SB 5854 also amended RCW 19.27A.020 with a new provision to “construct increasingly energy efficient homes and buildings that help achieve the broader goal of building zero fossil-fuel greenhouse gas emission homes and buildings by the year 2031.” RCW 19.27A.020 allows the state to pre-empt local residential energy codes.

HFC Superpollutants Act

Bill Number: HB 1112

Description: Passed in 2019, the Hydrofluorcarbon (HFC) Superpollutants Act requires that new equipment be manufactured without HFCs or using refrigerants with a lower global warming potential (GWP). Equipment covered by the law are being phased in each year, starting with 2020, and penalties apply for non-compliance. In 2021, HB 1050 applied Clean Air Act provisions for ozone depleting substances to HFCs and extended restrictions on higher GWP HFCs to new equipment such as ice rinks and stationary air conditioning.

Transportation & Land Use

Clean Fuel Standard

Bill Number: HB 1091

Description: Passed in 2021, the Clean Fuel Standard requires, by rule, a 20% reduction in the carbon intensity of transportation fuels by 2038, compared to a 2017 baseline level. Reductions in carbon intensity may be achieved through cleaner fuels or by purchasing clean fuel credits from cleaner producers such as those

providing electricity as fuel. Boats, trains, aircraft, and military vehicles & equipment are excluded. The program is set to begin January 1, 2023.

It is important to note that the bill that passed the legislature made the start of the program contingent on the passage of a transportation package that includes an increase in the state motor vehicle and special fuel tax of at least five cents per gallon. However, the Governor vetoed this portion of the bill before signing HB 1091 into law, which may result in litigation.¹

Forward Washington Transportation Package

Bill Number: SB 5165

Description: Passed in 2021 with a partial veto, the Forward Washington Transportation Package invests nearly \$18 billion over 16 years. Washington Senate Democrats provided a brief [summary](#) of key investments and funding mechanisms in the transportation package; a complete list of projects (including the Interstate Bridge Replacement Program) is [here](#).

Adoption of California's Vehicle Emissions Standards

Bill Number: SB 5811

Description: Passed in 2020, [SB 5811](#) removes barriers that prevented Washington Department of Ecology from adopting California's vehicle emissions standards, which include low-emissions vehicle (LEV) and zero emissions vehicle (ZEV) standards. The standards require that all vehicle be low-emissions and a certain percentage of vehicles sold in the state be ZEV.

EV preparedness

Bill Number: HB 1287

Description: Passed in 2021, [HB1287](#) requires the state Department of Transportation to develop a publicly available tool to find EV charging locations around the state, consistent with forecasted rates of EV adoption, travel, and use. The bill also extended the Clean Building Act's requirement for EV readiness to new single-family construction. The Governor vetoed a section of HB1287 that would have required all new cars and light-duty vehicles post-2030 to be EV, assuming 75% of registered cars and light-duty were participating in a road usage charge or similar fee mechanism.

Incentives for Fuel Cell Vehicles

Bill Number: SB 5000

Description: Passed in 2021, [SB 5000](#) exempts new and qualifying used fuel-cell-powered EVs (e.g., hydrogen cars) from the sales and use tax. The 8-year pilot program begins July 1, 2022 and applies to fuel-cell-powered electric passenger cars, light-duty trucks, and medium-duty passenger vehicles. The exemption differs for new and qualifying used vehicles:

¹ To view the Governor's veto message, click on "View Veto Message" in the section "Other than Legislative Action" on the [bill summary page](#). The Seattle Times covers the potential for litigation in a May 17 [article](#).

- ▶ New vehicles receive a 50% exemption on the sales and use tax. The exemption expires once 650 vehicles have been exempted.
- ▶ Qualifying used vehicles receive a 100% exemption on the sales and use tax. The exemption does not expire, but is linked to the lesser of \$16,000 or the fair market value of the vehicle.

Solid Waste

Plastic Pollution Reduction

Bill Number: SB 5022

Description: Passed in 2021, SB 5022 reduces plastic pollution in three ways:

- ▶ Bans Styrofoam “filler” packaging, coolers, and foodware.
- ▶ Requires single-use foodware be provided only upon request.
- ▶ Requires minimum levels of post-consumer recycled content in plastic beverage containers, trash bags, and household cleaning and personal care product containers. These minimum requirements are phased in over time, generally with 50% recycled content required as early as 2031 and as late as 2036 (the exception is trash bags, with a 20% recycled content requirement by 2027).

REFERENCE: CLIMATE STRATEGY ROADMAP

The memo provided in support of the March 22, 2021 City Council workshop provides a detailed description of the process used to generate Vancouver's climate strategy roadmap. Briefly, the strategies were prepared in three phases:

1. We developed 30 **initial strategies** to support the Stretch and/or Bold targets based on a review of City documents, results from interviews with City staff, best available science and best practices, results from a public survey on a vision and priorities for the roadmap (575 responses), and climate action plans from peer cities and leading jurisdictions.
2. We developed **refined strategies** based on input from city staff, the community, and stakeholders. Approximately 15 staff across six departments and 30-40 community members and stakeholders from 15 organizations participated in strategy refinement. Through this process, some strategies were refined and four were added for a total of 34 strategies.
3. We conducted a **multi-criteria analysis of the refined strategies** to assess the impact, cost, community support, feasibility, equity, and co-benefits/synergies of each strategy. These criteria and their weights were also informed by public survey results.

The table below summarizes the strategy roadmap, overall MCA result, and applicable targets for each strategy.

Strategy	MCA Result	Applicable Targets	
Governance		Stretch	Bold
Empower City staff to be more sustainable by prioritizing and institutionalizing social, economic, and environmental sustainability across City activities, annual budgeting processes, and decision-making.	3.1		
Improve City staff knowledge of and capacity for their role in climate action.	2.8		
Identify and secure adequate permanent funding for successful and equitable strategy implementation.	3.3		
Equity		Stretch	Bold
Enhance resilience of populations disproportionately impacted by climate change and structural racism (i.e., overburdened communities) while proactively planning for and mitigating potential externalities of increased resilience; ensure equity is embedded in all Roadmap implementation.	3.8		
Implement the Capturing Momentum Package of recommendations from Reside Vancouver, the City's comprehensive anti-displacement policy, to help those with low incomes stay in their homes and those vulnerable to or experiencing homelessness to secure reliable affordable housing in locations that are not vulnerable to climate impacts such as increased flooding.	3.6		
Implement the Capturing Momentum and Aspirational Packages of recommendations from Reside Vancouver, the City's comprehensive anti-displacement policy, to help those with low incomes stay in their homes and those vulnerable to or experiencing homelessness to secure reliable affordable housing in locations that are not vulnerable to climate impacts such as increased flooding.	3.7		

Strategy	MCA Result	Applicable Targets	
Green Economy		Stretch	Bold
Support more strategic implementation of the Comprehensive Economic Development Plan and Greater Portland Economic Development District Comprehensive Economic Development Strategy, specifically clean technology, solar energy and battery production, and manufacturing of EV parts/components.	3.1		
Work with Workforce SW WA and the school district to implement workforce development and education programs that prioritize Vancouver's current and future green job opportunities, with a focus on overburdened communities, transit-dependent communities, those who were formerly incarcerated, and workers employed in energy-intensive trade-exposed industries.	3.2		
Work with City economic development partners to support small- and mid-sized businesses in the transition to a local, green economy that ensures equitable distribution of benefits and impacts.	3.3		
Reduce the carbon footprint of goods and services by building a community-driven economy to promote the reduction, reuse, and repair of goods and materials and expand downstream markets for waste products.	3.2		
Buildings & Energy		Stretch	Bold
Identify additional opportunities for climate-resilient, renewable, affordable, and environmentally just forms of renewable energy systems and electrification (e.g., community-owned microgrids).	3.8		
Work with Clark PUD and NW Natural to comply with CETA mandates and increase community-wide renewable energy supply to 100%.	3.6		
Partner with NW Natural to transition existing buildings using natural gas to renewable natural gas.	2.9		
Eliminate natural gas in new construction.	3.3		
To increase building efficiency, comply with state energy efficiency legislation and work with business, property owners, and non-governmental partners to establish policies that prevent displacement of those with low incomes and renters, and ensure equitable distribution of the costs and benefits of energy efficiency upgrades.	3.7		
Work with Clark PUD to procure renewable energy ahead of CETA mandates and increase community-wide renewable electricity supply to 100%.	3.6		
Phase out natural gas use in new and existing construction with solutions tailored to different building, ownership, and use types.	3.7		
Exceed state requirements for building efficiency and work with businesses, property owners, and non-governmental partners to establish policies that prevent displacement of those with low incomes and renters, and ensure equitable distribution of the costs and benefits of energy efficiency upgrades.	3.7		

Strategy	MCA Result	Applicable Targets	
Land Use		Stretch	Bold
Use land-use, zoning, and anti-displacement policies to develop denser, vibrant, mixed-use communities with streets that safely support all modes of travel, prioritizing under-developed areas, overburdened communities, transit-dependent communities, and those who were formerly incarcerated.	3.5		
Coordinate and partner with Clark County to identify and capitalize on opportunities to align areas proposed for annexation with City sustainability policies, codes, and practices.	2.8		
Update annexation policies to align with climate strategies, requiring all new annexed areas to comply or immediately begin investments to align with City sustainability initiatives and policies.	2.9		
Transportation		Stretch	Bold
Implement relevant City plans and initiatives to strengthen multi-modal connections, improve accessibility, and connect residents to workplaces, major development centers, and key services, with a focus on overburdened and transit-dependent communities.	3.6		
Expand and ensure necessary electric vehicle infrastructure is available and accessible at residences, workplaces, and key public areas.	3.5		
Increase the adoption of electric vehicles by promoting and implementing incentives, education programs, and policy with a focus on reducing financial barriers to EV ownership.	3.6		
Invest in infrastructure and adoption of alternative fuel and fuel reduction technologies to power municipal and commercial fleets as well as medium- and heavy-duty vehicles, prioritizing vehicles where electric is unfeasible.	3.5		
Work with C-TRAN and other regional partners to connect Vancouver's neighborhoods to major development centers, focusing on under-developed, transit-dependent, and overburdened communities, with travel times that are competitive with single-occupancy vehicle travel and support the transport of commercial goods. Ensure that new transit developments have features for safety, accessibility, and comfort.	3.9		
Identify and secure adequate permanent funding for sustainable transportation.	3.3		
Natural Systems		Stretch	Bold
Encourage active transportation and multi-modal uses across the City's parks, trails, and open spaces that explicitly serve and connect under-developed areas, overburdened communities, and transit-dependent communities, consistent with Reside Vancouver and anti-displacement best practices.	3.4		
Optimize management of the City's natural lands and tree canopy to increase carbon sequestration and support resilience to extreme events, consistent with Reside Vancouver and anti-displacement best practices, and ensuring equitable distribution of risk and resilience.	3.6		

Strategy	MCA Result	Applicable Targets	
Solid Waste		Stretch	Bold
Conduct outreach and provide resources to residents, business, schools, and community partners to improve our food system by limiting waste, promoting low-carbon diets, expanding community owned markets, and securing surplus food to food-insecure residents.	3.1		
Require single-family recycling and/or organics collection and incentivize commercial and multi-family recycling and/or organics collection in a manner that will not economically or otherwise burden overburdened communities.	3.1		
Require city-wide recycling and/or organics collection in a manner that will not economically or otherwise burden overburdened communities.	2.8		
Water & Wastewater		Stretch	Bold
Conserve community water resources and increase water efficiency savings through education, outreach, retrofits, and rebates that ensure overburdened communities see the benefits of water conservation.	2.7		
Reduce emissions from wastewater treatment by incorporating enhanced energy efficiency, methane capture, and renewable fuels into new and existing systems.	3.0		

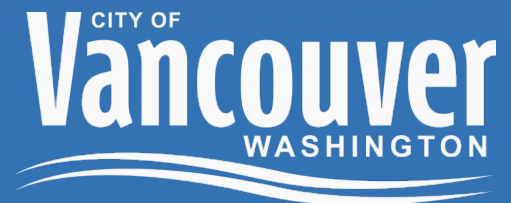


Vancouver Climate Action Plan

City Council Workshop | July 26, 2021

P.J. Tillmann & Tristan Smit

Cascadia Consulting Group



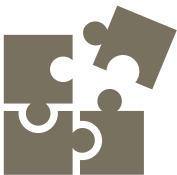
Overview



Status Update



Early Action Package



CAP Development



Status Update

CAP Process

State Policy Overview

Climate Action Plan Development



Strategies

Vancouver will have...



**A City
that Leads**



**Equity in Design
and Implementation**



**Resilient,
Green Economy**

**Most strategies apply to both Stretch & Bold targets.
The priority is emissions reductions first; minimize offsets.**

Identify
Goals &
Strategies

Proposed targets

Will the City
reach carbon
neutrality sooner
than the
community?

2025

2030

2035

2040

2045

2050

COMMUNITY

Stretch

By 2030:
**50% emissions
reduction**

By 2050:
**Carbon
neutrality**

Bold

By 2035:
**80% emissions
reduction**

By 2045:
**Carbon
neutrality**

Leading
Edge

By 2030:
**80% emissions
reduction**

By 2040:
**Carbon
neutrality**

MUNICIPAL

Stretch

By 2030:
**50% emissions
reduction**

By 2050:
**Carbon
neutrality**

Bold

By 2030:
**80% emissions
reduction**

By 2040:
**Carbon
neutrality**

Leading
Edge

By 2025:
**80% emissions
reduction**

By 2040:
**Carbon
neutrality**

State Policies

Many of Washington's policies place our state among national leaders.



- Climate Commitment Act
- HEAL Act



- Plastic Pollution Reduction

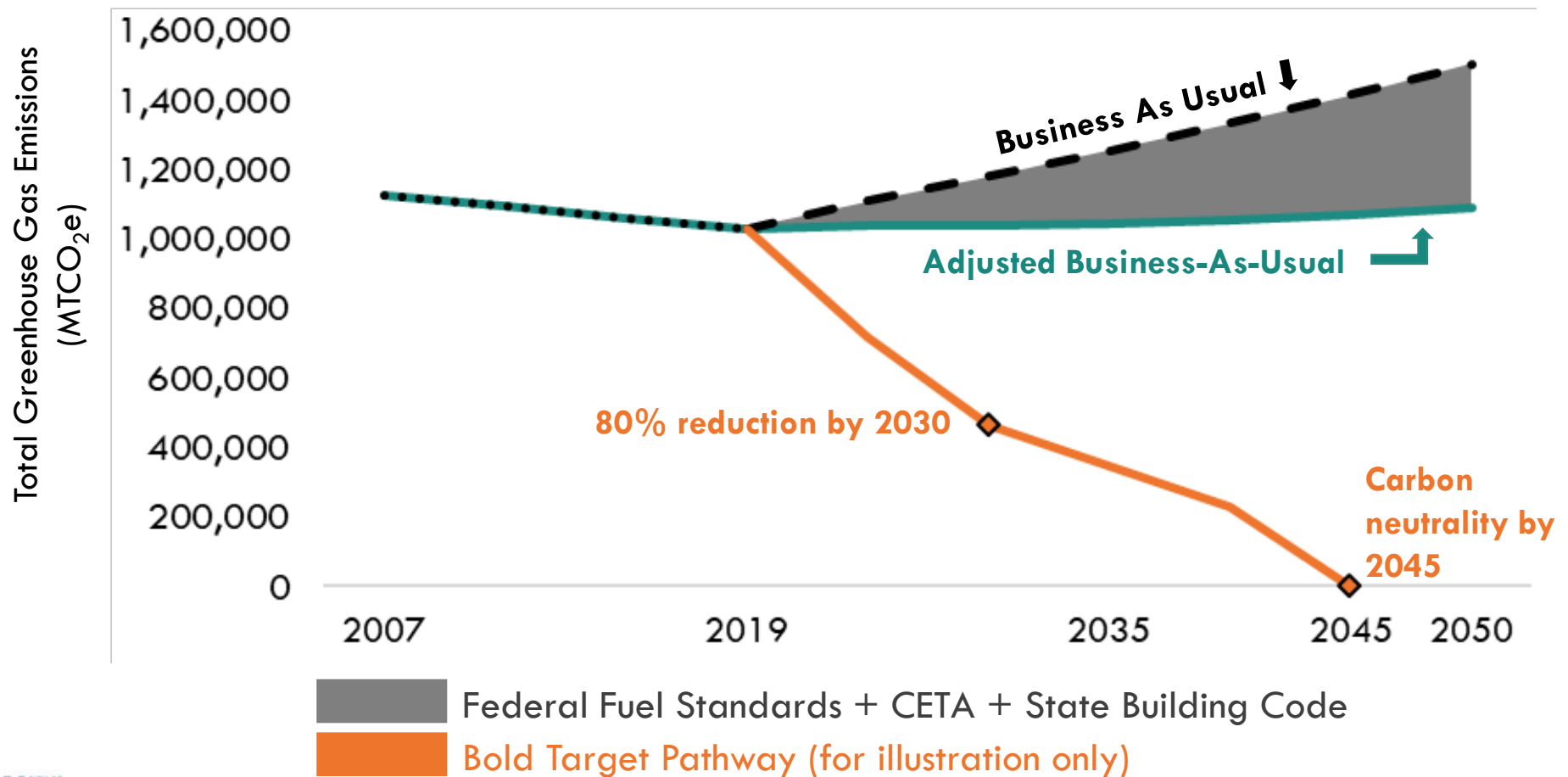


- CETA
- Clean Buildings Act
- Superpollutants Act



- Clean Fuel Standard
- 2021 Trans. Pkg.
- CA Vehicle Emissions Standards
- EV Preparedness
- Fuel Cell Vehicle Incentives

Local action needed to reach carbon neutrality



Implications

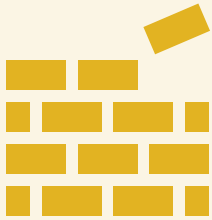
- Multiple policies are driving toward **low carbon**.
- Rulemaking will provide key decisions and details about what the City can control and influence. **Key opportunities:**
 - Clean fleet
 - Utility partnerships
 - Building electrification
- **Significant funding** anticipated but details TBD.
 - Increase in existing sources (e.g., transportation budget)
 - New sources (e.g., utility revenue, Clean Energy Fund grant)



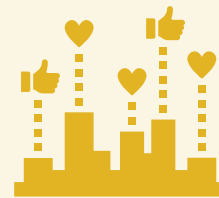
Early Action Package

Purpose

Jumpstart emissions reduction while laying a foundation for implementation.



Align to existing standards and lay a foundation for implementation.



Focus on municipal action and fit Vancouver's unique context.



Balance near-term emissions reduction with foundational actions, consistent with strategies.



Leverage opportunities from recent legislation.

Buildings & Energy



Actions



Develop a comprehensive **green building policy** for City-owned and occupied buildings and the private sector that is consistent with or exceeds state standards.

Expand **energy & water conservation retrofits** and operational improvements to all municipal buildings & operations.

Invest in **100% renewable electricity** in municipal buildings, starting in 2021.

Subsidize **home energy efficiency and weatherization** retrofits for affordable housing units and housing that serves low- & fixed-income residents.

Transportation & Land Use



Actions



Expand **electric buses and contracted waste collection vehicles** in communities overburdened by local air pollution and with higher rates of respiratory ailments.

Develop and implement a **fleet EV charging infrastructure program**.

Introduce a policy to replace City fleet passenger cars and light- and heavy-duty trucks with **electric vehicle options** at the time of replacement.

Solid Waste, Water, & Wastewater



Actions



Develop and enforce a City of Vancouver **environmentally preferable purchasing policy (EPP)**.

Provide **food waste composting and glass, and co-mingled recycling at all City buildings** and for all municipal operations, including specialized items.

Develop a **solids management and resource recovery plan** for wastewater facilities that generates renewable energy and beneficial materials.



Develop &
Assess
Actions

Governance

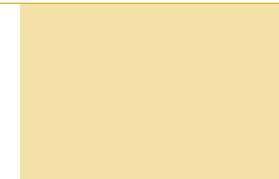
Actions



Release a supplemental climate and sustainability **priority declaration**.

Build **critical staff capacity** to support CAP development and implementation.

Establish a **municipal energy fund** to create a self-sustaining source of funds for investing in energy-efficient municipal operations.

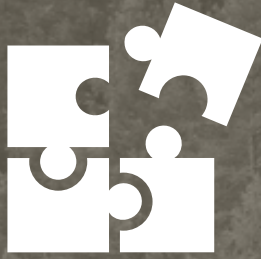




Interim Green Building Policy

While a comprehensive green building policy is developed and adopted, the following interim policy will be in place:

- Certification at the **LEED Buildings Design + Construction (BD+C) Gold standard or equivalent** from alternative rating system for **all projects covered under a development agreement** except those that the Planning Commission has already issued a recommendation on. The Planning Official shall have the ability to adjust the LEED requirements on certain uses in private developments where requiring LEED certification is not applicable based on building type or would have no benefit.
- Certification at the **LEED for Neighborhood Development Gold standard or equivalent** from alternative rating system for **all projects over 50 acres** that enter into a development agreement except those that the Planning Commission has already issued a recommendation on.
- Certification at the **LEED Buildings Design + Construction (BD+C) Platinum standard or equivalent** from alternative rating system for **all city-owned and occupied projects intended for full-time staff or public occupancy**; consider the Institute for Sustainable Infrastructure Envision Standard as alternative. The Director of Public Works shall have the ability to adjust the LEED requirement where LEED is not applicable or appropriate based on building or project type.
- All projects covered by this interim green building policy are **required to be electric-vehicle ready**. The greater of one parking space and one accessible parking space or 10 percent of each type of parking space (regular and accessible), rounded to the next whole number, must be provided with wiring or raceway size to accommodate 208/240 V 40-amp or equivalent electric vehicle charging.

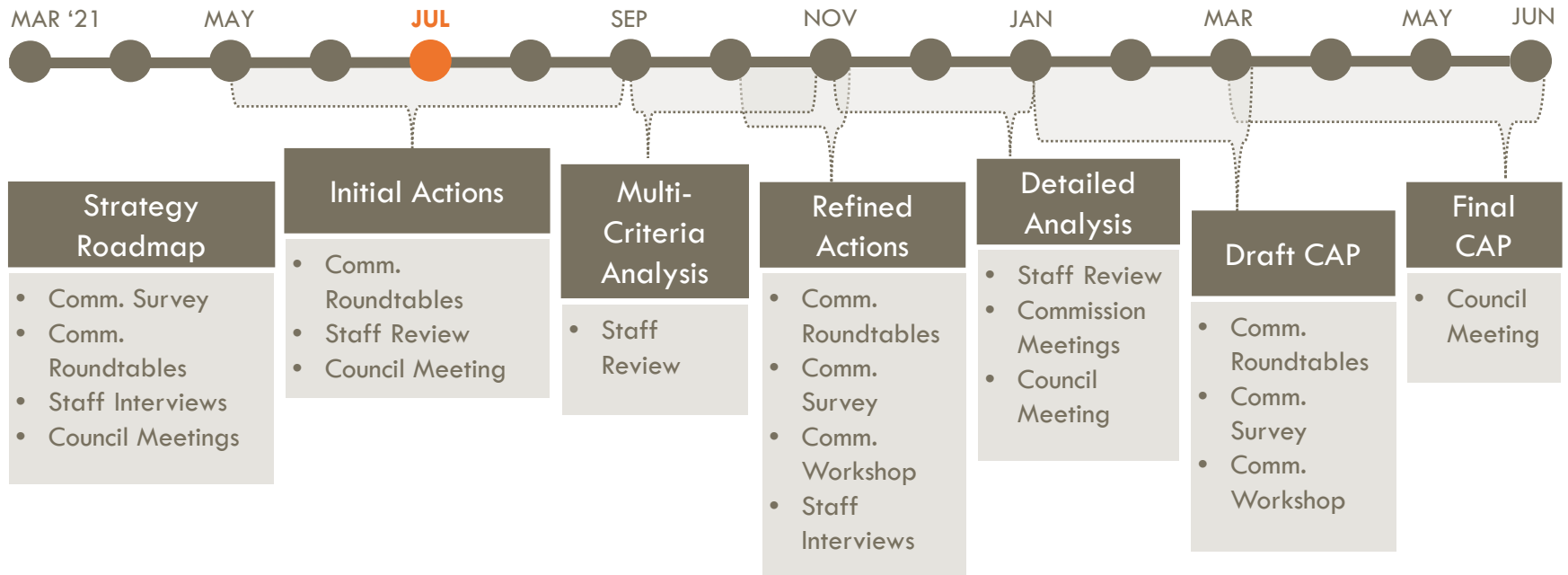


CAP Development

Workplan

Action Development

This iterative process is designed for robust input from the community and City.



Both qualitative and quantitative analyses are used to help refine actions to those best suited to Vancouver.

Conclusion

Next Steps

- Initial action development and associated engagement – **Summer/Fall 2021**
- Action refinement and analysis – **Fall/Winter 2021-2022**
- Draft and final CAP – **Winter/Spring 2022**

Questions after today?

Aaron Lande, Policy & Program Manager

360-487-8612

Aaron.Lande@cityofvancouver.us

Thank You!



Staff Report 105-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/26/2021

SUBJECT Bid Award for Land Bridge Paving Renovation, per Bid # 21-22

Key Points

- The Land Bridge was completed and opened to the public in 2007.
- The Project will improve the user safety of the Land Bridge.
- The project will enhance the beauty of the Land Bridge by replacing the eroding Decomposed Granite with architectural pavers.
- The contract amount falls below the City's \$500,000 threshold for establishing an apprenticeship goal.

Strategic Plan Alignment

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

Present Situation

The Confluence Land Bridge, completed in 2007, utilized Decomposed Granite for much of the walking surface. The Decomposed Granite has eroded and requires replacement. The Decomposed Granite will be removed and replaced with architectural pavers. In addition, the Confluence Project received donations to renovate the Kanaka Village Overlook just north of SR14, including the removing the portion of curbing that extends into the pathway.

On June 22, 2021, the City received 4 bids for the subject project. The bids ranged between \$349,266.93 and \$480,980.50. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Colf Construction, LLC, Vancouver, WA	\$349,266.93
Allcon LLC, Brush Prairie, WA	\$406,061.25

Lee Contractors, Battle Ground, WA	\$444,578.75
Keystone Contracting, Ridgefield, WA	\$480,980.50
Engineers' Estimate	\$380,000

No apprenticeship goal was established for this project as the contract amount falls below the \$500,000 threshold in the City's apprenticeship policy.

Advantage(s)

1. The Land Bridge Decomposed Granite paving erosion has created potential safety issues that will be addressed by the project.
2. The Decomposed Granite has required ongoing maintenance which will be reduced by the project.
3. The Confluence Project is paying for a portion of the project with grant funding.

Disadvantage(s)

The popular walking, running and bicycling trail will be closed for up to three months; however, the route will be signed as closed at the appropriate places and detour routes will be provided.

Budget Impact

The costs came in under the estimate and the Confluence Project will be reimbursing the City for a portion of the work.

Prior Council Review

Approval of the 2021-2022 budget which contained a decision package for the project.

Action Requested

On July 26, 2021, award a construction contract for the Land Bridge Paving Renovation project to the lowest responsive and responsible bidder, GOLF Construction LLC of Vancouver, WA, USA at their bid price of \$349,266.93, which includes Washington State sales tax; authorize the City Manager or designee to execute the same, and authorize the City Manager to approve any legal action necessary to enforce the terms of the same.

Pete Capell, Facilities Capital Project Manager, 360-567-7543

ATTACHMENTS:

- ▢ Contract
- ▢ Bid Tabulation



CONTRACT # Contract/PO#
BID ITB 21-22 Land Bridge Paving Renovation

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 Colf Construction LLC hereinafter referred to as "Contractor," whose address is PO Box 1434, Vancouver WA 98668, hereinafter referred to "Parties."

WHEREAS, the City desires to engage the Contractor to provide public work and other related services for Land Bridge Paving Renovation. Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No.21-22 and all addenda thereto, Contractor's bid to said ITB, the Project Plans and Special Provisions, and City Council's approval on _____ per Staff Report No. _____; and

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

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

This contract provides for the following improvements to the existing Vancouver Land Bridge: demolition and disposal of decomposed granite paving; saw cutting, demolition and disposal of exposed aggregate paving and concrete curb wall; minor excavation and grading at Kanaka Village Overlook; installation of new concrete curb, concrete unit pavers on sand setting bed, pre-manufactured paving edging, and basalt column sculptures on cast-in-place concrete foundations, and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

All disturbed areas shall be restored and seeded on or before September 30, 2021. The contract work shall be fully complete by October 29, 2021.

2. **EFFECTIVE DATE:** This Contract is effective as of the last signature dated 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) \$349,266.93.

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

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

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

8. **CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.

9. DISPUTE RESOLUTION: In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or the alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute is not resolved through mediation, it shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04A RCW. The Parties agree to pay their own attorneys' fees and expenses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Robert L. Colf
Colf Construction LLC
PO Box 1434
Vancouver, WA 98668

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:

Colf Construction LLC

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

ITB 21-22 LAND BRIDGE PAVING RENOVATION

BID OPENING: June 22, 2021

ENGINEER'S ESTIMATE: \$380,000

BIDTAB

Colf Construction LLC PO Box 1434 Vancouver, WA 98668	Allcon LLC PO Box 1485 Brush Prairier WA 98606	Lee Contractors 20907 NE 72nd Avenue Battle Ground, WA 98604	Keystone Contracting 417 NW 209th Street Ridgefield WA 98642
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ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
Schedule A - Land Bridge Paving Replacement										
1. Mobilization	1	LS	\$ 98,605.00	\$ 98,605.00	\$ 40,000.00	\$ 40,000.00	\$ 15,000.00	\$ 15,000.00	\$ 40,000.00	\$ 40,000.00
2. SPCC Plan	1	LS	\$ 2,600.00	\$ 2,600.00	\$ 250.00	\$ 250.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00
3. Temporary Traffic Control	1	LS	\$ 13,000.00	\$ 13,000.00	\$ 1,500.00	\$ 1,500.00	\$ 10,000.00	\$ 10,000.00	\$ 2,500.00	\$ 2,500.00
4. Erosion and Sediment Control	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00
5. Site Prep - Demolition, Clearing and Grubbing	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 40,000.00	\$ 40,000.00	\$ 25,500.00	\$ 25,500.00	\$ 1,500.00	\$ 1,500.00
6. Earth Moving	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 35,250.00	\$ 35,250.00	\$ 84,000.00	\$ 84,000.00
7. Edge Restraint (complete and in place)	300	LF	\$ 8.00	\$ 2,400.00	\$ 10.00	\$ 3,000.00	\$ 30.00	\$ 9,000.00	\$ 10.00	\$ 3,000.00
8. Unit Paving - 23" Sq Architectural Slab Pavers on 3/4" Sand Setting Bed	15,000	SF	\$ 8.00	\$ 120,000.00	\$ 16.00	\$ 240,000.00	\$ 16.00	\$ 240,000.00	\$ 18.00	\$ 270,000.00
9. Unit Paving - 8" SQ Double Holland Pavers on 3/4" Sand Setting Bed	750	SF	\$ 25.00	\$ 18,750.00	\$ 30.00	\$ 22,500.00	\$ 20.00	\$ 15,000.00	\$ 18.00	\$ 13,500.00
SUBTOTAL				\$ 270,355.00		\$ 350,250.00		\$ 355,750.00		\$ 416,500.00
WASHINGTON STATE SALES TAX (8.5%)				\$ 22,980.18		\$ 29,771.25		\$ 30,238.75		\$ 35,402.50
Schedule A Total				\$ 293,335.18		\$ 380,021.25		\$ 385,988.75		\$ 451,902.50

Schedule B - Kanaka Village Overlook Renovation

1. Mobilization	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	\$ 12,000.00	\$ 12,000.00	\$ 2,000.00	\$ 2,000.00
2. Tree and Landscape Protection	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00
3. Erosion and Sediment Control	1	LS	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 3,000.00	\$ 3,000.00	\$ 200.00	\$ 200.00
4. Site Construction Surveying	1	LS	\$ 3,250.00	\$ 3,250.00	\$ 500.00	\$ 500.00	\$ 5,000.00	\$ 5,000.00	\$ 600.00	\$ 600.00
5. Site Prep - Demolition, Clearing and Grubbing	1	LS	\$ -	\$ -	\$ 4,500.00	\$ 4,500.00	\$ 10,000.00	\$ 10,000.00	\$ 2,500.00	\$ 2,500.00
6. Earth Moving	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00	\$ 10,000.00	\$ 10,000.00	\$ 6,500.00	\$ 6,500.00
7. Concrete Transition Curb	1	LS	\$ 800.00	\$ 800.00	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,200.00	\$ 1,200.00
8. Concrete Paver Band	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,300.00	\$ 1,300.00
9. Concrete Sculpture Foundation and Installation of basalt column sculptures	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 7,500.00	\$ 7,500.00	\$ 10,000.00	\$ 10,000.00	\$ 12,000.00	\$ 12,000.00
SUBTOTAL				\$ 51,550.00		\$ 24,000.00		\$ 54,000.00		\$ 26,800.00
WASHINGTON STATE SALES TAX (8.5%)				\$ 4,381.75		\$ 2,040.00		\$ 4,590.00		\$ 2,278.00
Schedule B Total				\$ 55,931.75		\$ 26,040.00		\$ 58,590.00		\$ 29,078.00

GRAND TOTAL				\$ 349,266.93		\$ 406,061.25		\$ 444,578.75		\$ 480,980.50
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Staff Report 106-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/26/2021

SUBJECT Pearson Airfield Taxiway and Apron Rehabilitation - construction acceptance and release of retainage.

Key Points

- Pearson Field Airport is owned and maintained by the City of Vancouver
- The taxiway and apron pavements require periodic surface maintenance, and were last rehabilitated in 2002.
- This project was 100% funded through grants.
- This project did not have an apprenticeship goal because federal guidelines for grant projects do not allow for the inclusion of local agency apprenticeship programs.

Strategic Plan Alignment

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

Present Situation

Lee Contractors of Battle Ground, Washington, has satisfactorily completed the subject improvements in accordance with the plans and specifications. The original construction contract bid amount was \$1,180,262.45. Final construction contract costs were \$1,167,059.80, a reduction of approximately \$13,200 or 1.1% from original bid amount. The cost savings was attributed to minor quantity variations between as-designed and as-constructed in some bid items.

Advantage(s)

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

Disadvantage(s)

None

Budget Impact

This project was funded 100% through federal grants. Ninety percent came from the FAA in an AIP grant, and the remaining 10% came from a grant through the 2020 CARES act set aside for airports.

Prior Council Review

1. Acceptance of the 2020 FAA AIP and CARES grants on June 8, 2020. (SR 068-20)
2. Contract award to Lee Contractors on June 15, 2020. (SR 072-20)

Action Requested

On July 26, 2021, accept the Pearson Airfield Taxiway and Apron Rehabilitation Project as constructed by Lee Contractors of Battle Ground, Washington, and authorize release of retainage subject to receipt of all documentation required by law.

Dan Swensen, Construction and Engineering Manager, 360-487-7754



Staff Report 107-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/26/2021

SUBJECT Acceptance of Federal Aviation Administration Airport Improvement Program Grant for Pearson Field Airport

Key Points

- The City will be reconstructing Taxiway A2 at Pearson Field Airport in 2021.
- The Federal Aviation Administration (FAA) is providing \$444,444 through an Airport Improvement Program (AIP) grant and the American Rescue Plan Act of 2021, resulting in a 100% federally funded project.
- The FAA requires a resolution indicating the City Council's authorization to accept the AIP grant.

Strategic Plan Alignment

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

Present Situation

The City of Vancouver is receiving an AIP grant from the FAA to fund the reconstruction of Taxiway A2 at Pearson Field Airport in 2021. The project includes construction of the taxiway and drainage, striping the new taxiway, taxiway lighting and guidance signage as required. The total construction cost of the project, including contract administration and inspection, is estimated to be less than \$444,444. The FAA AIP grant, and funding allocated under American Rescue Plan Act of 2021, will pay for 100% of the project. The FAA requires a resolution indicating the City Council's authorization to accept the AIP grant.

Advantage(s)

1. The realignment and reconstruction of Taxiway A2 project is part of the 2013 Master Plan for Pearson Field Airport.

2. This project will be 100% federally funded.

Disadvantage(s)

None

Budget Impact

This project will be 100% federally funded.

Prior Council Review

None

Action Requested

On July 26, 2021, adopt a resolution authorizing the City Manager to accept an AIP grant, and funds from the American Rescue Plan Act of 2021, for \$444,444 for the reconfiguration of Taxiway A2 from its current airfield location to the west to meet Federal Aviation Administration design standards at Pearson Field Airport.

Jean Singer, Capital Projects Manager, 360-487-7755

ATTACHMENTS:

▣ Resolution

07/26/2021

RESOLUTION NO. M-_____

A RESOLUTION authorizing the City of Vancouver to accept a Federal Aviation Administration Grant for Pearson Field Airport to fund reconstruction of Taxiway A2 and authorizing the City Manager to accept the grant on behalf of the City of Vancouver.

WHEREAS, the City of Vancouver operates Pearson Field Airport, a general aviation airport, which is part of the federally designated Vancouver National Historic Reserve;

WHEREAS, the City is in the process of receiving an Airport Improvement Program (AIP) grant from the Federal Aviation Administration (FAA) to fund the reconstruction of Taxiway A2 at Pearson Field;

WHEREAS the AIP grant from the FAA and the American Rescue Plan Act of 2021 together will fund \$444,444 of the Taxiway A2 project; and

WHEREAS, the FAA requires legislative acceptance of the grant through a resolution.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

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

Section 2. The City Council supports the Taxiway A2 project and authorizes the City to accept the grant funding through the Federal Aviation Administration and authorizes the City Manager to execute a corresponding grant agreement memorializing the City's acceptance of the grant funds pursuant to reasonable terms and conditions..

ADOPTED at a Regular Meeting of the Vancouver City Council this 26th day of July, 2021.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney



Staff Report 108-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/26/2021

SUBJECT Bid Award: Pearson Field Airport Taxiway A2 (Project #PRJ100582)

Key Points

- Pearson Field Airport is owned and maintained by the City of Vancouver.
- The previous alignment of Taxiway A2 was not in compliance with FAA safety design standards.
- The taxiway A2 realignment project is part of the 2013 Master Plan for Pearson Field Airport.
- The project will be 100% federally funded between an Airport Improvement Program (AIP) grant (90%) and the American Rescue Act Plan of 2021 (10%), which are being administered by the Federal Aviation Administration (FAA).
- Due to federal grant funding, there is no City of Vancouver apprenticeship utilization goal set for this project.

Strategic Plan Alignment

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

Present Situation

The City of Vancouver owns and maintains Pearson Field Airport. The airport serves the local general aviation community. The previous alignment of Taxiway A2 offered a direct access from the apron to the runway, which was non-compliant with FAA safety regulations and airport design criteria. This project reconfigures Taxiway A2 from its previous airfield location to the west to meet FAA design standards.

The project scope includes the realignment and reconstruction of taxiway A2, the installation of lighting and signage, re-striping, drainage, and other work.

Invitation to Bid #21-13 was issued on March 5, 2021. The City received 5 contractor bids by the bid solicitation close on April 6, 2021. City staff and key stakeholders reviewed the bids and provide a recommendation for award.

The bid results are as follows:

SUMMARY OF BIDS (Includes WA Sales Tax)	
BIDDER	BIDS
Granite Construction Vancouver, WA	\$314,872.75
Tapani, Inc. Battle Ground, WA	\$320,717.32
Colf Construction Vancouver, WA	\$341,039.37
Thompson Bros Excavating Vancouver, WA	\$405,277.88
Lee Contractors, LLC Battle Ground, WA	(bid was withdrawn)
Engineers' Estimate	\$300,000.00

Granite Construction was determined to be the lowest responsive and responsible bidder for the project. The contract with Granite Construction is written for \$314,872.75, which includes Washington State sales tax.

Federal Grant funding rules do not allow for the utilization of local apprenticeship programs. Therefore there are no City of Vancouver apprentice utilization goal requirements for this project.

Construction work is scheduled to take place in September of this year.

Advantage(s)

1. The project is consistent with the Pearson Field Airport Master Plan.
2. This project offers continuity with the improvements completed in 2020 to the taxiway system and its associated signage and lighting. It improves safety on the airfield.

Disadvantage(s)

None

Budget Impact

The project is fully funded, 100%, with a federal grant. The project will be reimbursed by the grant as expenses are incurred.

Prior Council Review

Authorization for the City Manager to accept the FAA grant on July 26, 2021.

Action Requested

Award a contract to the lowest responsive and responsible bidder, Granite Construction of

Vancouver, WA, and authorize the City Manager, or his designee, to execute a contract for the Pearson Field Airport Taxiway A2, in the amount of \$314,872.75, which includes Washington State sales tax.

Jean Singer, Capital Projects Manager, 360-487-7755

ATTACHMENTS:

- ▣ Contract



CONTRACT # Contract/PO#
BID ITB 21-13 PEARSON FIELD AIRPORT TAXIWAY A2

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 Granite Construction Company hereinafter referred to as "Contractor," whose address is 16821 SE McGillivray Blvd, Suite 210B, Vancouver WA 98683, hereinafter referred to "Parties."

WHEREAS, the City desires to engage the Contractor to provide public work and other related services for Pearson Field Airport Taxiway A2. Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No.21-13 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 construction of a new connector for Taxiway A2 and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

All work under the contract shall be substantially completed within 15 calendar days of the Notice to Proceed date. It is anticipated that the Notice to Proceed will be issued no earlier than September 7, 2021 and no later than September 21, 2021.

2. **EFFECTIVE DATE:** This Contract is effective as of the last signature dated 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) \$314,872.75 .

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 work 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 Revised Code of Washington, Chapter 39.12, and all rules and regulations promulgated pursuant thereto.

The contract will require the payment and tracking of federal wages through Davis Bacon and will be subject to regulations of the U.S. Department of Labor. The higher wage rate between the Federal and State rates, at minimum shall prevail per WAC 296-127-025

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 and the US Department of Labor for arbitration, and the director's decision therein shall be final and conclusive and binding on all parties involved in the dispute.

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

Progress payments to the Contractor shall be made within 30 days of receipt of the signed progress payment request, as approved by the Owner, for work completed during the previous month.

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

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

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

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

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

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

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

- 16. AMENDMENTS:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written Change Order and/or Amendment and signed by all parties to this Contract.

- 17. AUTHORIZATION AND COMPLIANCE WITH THE LAW:** The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the

Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.

18. RELATION OF PARTIES: The Contractor, its subcontractors, agents and employees are independent contractors performing services for The City and are not employees of City; shall not, as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.

19. JURISDICTION/VENUE: In the event that any litigation should arise concerning the construction or interpretation of the terms and/or conditions of this Contract, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Clark. This Contract shall be governed by the law of the State of Washington.

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

21. ASSIGNMENT: This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without the other party's express written authorization.

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

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

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

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

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

Grant Youngren
Granite Construction Company
16821 SE McGillivray Blvd, Suite 210B
Vancouver, WA 98683

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:
Granite Construction Company

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 109-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/26/2021

SUBJECT Intergovernmental Agreement for Public Works Equipment and Services

Key Points

- Fosters closer communication and cooperation among all public agencies to the mutual benefit of all constituents
- Allows the ability of the city of Vancouver to share equipment and services with other southwest Washington public works agencies.
- Shared resources are reimbursable up to \$50,000 annually
- Allows agencies to request assistance from each other during natural disasters and emergencies
- Mission – “Stretching Taxpayer Dollars by Sharing Resources”

Strategic Plan Alignment

N/A

Present Situation

The City of Vancouver worked cooperatively with other agencies for years to realize efficiencies and provide better service. In 2005, the City and other participants in the Pacific Northwest Interagency Cooperative formalized this cooperation by entering into a five year intergovernmental agreement commonly known as the “GEM Agreement. (“GEM” stands for grounds, equipment and maintenance). A prior version of the GEM Agreement was authorized by the City Council with an effective date of January 1, 2011, and it was administratively extended by the City through December 31, 2020. An oversight led to the City’s participation in the Agreement lapsing when it was not further extended prior to January 1, 2021. Out of an abundance of caution, this GEM Agreement is being brought back for approval by the City Council on the same terms and conditions as existed prior to January 1, 2021. If approved again, further extensions can continue to made administratively in the future.

The attached updated GEM Agreement allows the City to continue to make the most efficient use of its resources by enabling the City to contract with other signatory agencies to receive or furnish

labor, equipment and materials on a reimbursable basis. This saves the receiving agency time and money, plus helps defray the cost to City of owning and maintaining equipment that duplicates what other agencies are willing to share.

The agreement does not obligate the City to give aid nor to contract for services, but allows it to do so when it is beneficial. The agreement specifies the owner agency will always have first use of its resources

Advantage(s)

1. Provides a ready-to-use agreement and formal structure under which the City can provide or receive assistance from regional agencies
2. Makes available resources to complete emergency, time sensitive, or specialized projects

Disadvantage(s)

None

Budget Impact

There is no budget impact with this interlocal.

Prior Council Review

2005, 2010 and 2015 Interagency Cooperative Agreements

Action Requested

Authorize the City Manager or his designee to sign the Pacific Northwest Interagency Cooperative ("GEM") Agreement to provide a mechanism to share equipment and services with other regional agencies.

Bill Bjerke, Operations Superintendent-Grounds and Cemetery Maintenance, 360-487-8245

ATTACHMENTS:

- ▢ Pacific Northwest Interagency Cooperative agreement
- ▢ GEM Bylaws
- ▢ GEM Overview

Pacific Northwest Interagency Cooperative
Intergovernmental Agreement
For
Grounds Equipment and Maintenance (“GEM”) Services
1/1/2021 – 12/31/2025

This Agreement is made and entered into effective January 1, 2021, by and between the undersigned parties under virtue of Titles 39.34 and 47.28 RCW and ORS 190.007.

WHEREAS, the parties hereto are charged with the responsibility of constructing and maintaining their facilities, streets, roads, and highways and maintaining staff, equipment and materials to perform the necessary work; and

WHEREAS, a number of the parties to this Agreement have had in place since 2005 an Interlocal Agreement for the sharing of equipment and labor for services, roadway construction, roadway maintenance and facilities support, (filed under Clark County Auditor’s File No. 4391926IA); and

WHEREAS, the parties and public have benefited from the earlier Interlocal Agreement through greater efficiencies and economies of scale; and

WHEREAS, such interlocal cooperative effort has commonly been known as the “GEM” Agreement, which stands for grounds, equipment and maintenance; and

WHEREAS, this successor Interlocal Agreement is formed to be consistent with the provisions and term of the “Interlocal Cooperation Act” pursuant to Chapter 39.34 RCW, the provisions of the “Highways and Transportation Improvements Cooperative Agreements Act” pursuant to RCW 47.28.140, and with the provisions of ORS 190.007, Intergovernmental Cooperation; and

WHEREAS, the City of Vancouver has been a party to a prior version of this GEM Agreement since 2011, but due to an inadvertent oversight the City’s participation in the Agreement lapsed on January 1, 2021; and in order to ensure the City’s continued participation in the joint efforts under the GEM Agreement the City seeks re-approval under the same terms and conditions as the prior Agreement, which otherwise would have been extended administratively.

NOW THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, or attached and incorporated and made part hereof,

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THE PARTIES AGREE AS FOLLOWS:

1. PURPOSES

It is the purpose of this Agreement to permit the parties to make the most efficient use of their resources by enabling them to cooperate by furnishing each other labor, equipment and materials when available on a reimbursable basis for services, roadway construction, maintenance activities, and facilities support. This will be done with the understanding that the work of the owner of the requested resources takes first priority.

2. PARTICIPATION

The initial parties to this Agreement are:

- Washington State, by and through the Washington State Department of Transportation (hereinafter referred to as “WASHDOT”)
- City of Vancouver, Washington (hereinafter referred to as “Vancouver”)
- Clark County, by and through its Public Works Department (hereinafter referred to as “Clark County”)
- City of Camas, Washington (hereinafter referred to as “Camas”)
- City of Battle Ground, Washington (hereinafter referred to as “Battle Ground”)
- City of Washougal, Washington (hereinafter referred to as “Washougal”), a municipal corporation organized under the laws of the state of Washington
- City of Ridgefield, Washington (hereinafter referred to as “Ridgefield”)
- City of Woodland, Washington (hereinafter referred to as “Woodland”)
- Town of Yacolt, Washington (hereinafter referred to as “Yacolt”)
- City of La Center, Washington (hereinafter referred to as “La Center”)
- City of Gresham, Oregon
- City of Portland, Oregon
- Clark County Fire District No. 5
- Clark County Fire District No. 6
- Port of Camas/Washougal
- Port of Vancouver
- Clark Public Utilities
- Clark Regional Transportation Agency (hereinafter known as “C-Tran”)
- Clark Regional Wastewater District (formerly known as the Hazel Dell Sewer District)
- Vancouver Public Schools
- Camas School District #117
- Battle Ground School District #119
- Evergreen School District #114
- Educational School District #112 (hereinafter known as “ESD 112”)
- Clark Regional Emergency Services Agency (hereinafter referred to as “CRESA”)

General purpose governmental jurisdictions and public service providers may in the future join in this agreement by executing a signature page pursuant to Section 21 of this Agreement.

Other organizations who are neither general purpose governmental jurisdictions nor public service providers may also be allowed to participate in similar or identical, but separate, service agreements.

3. TERM OF AGREEMENT

The term of this Agreement is for the period from January 1, 2021, through December 31, 2025. Such term may be extended in accordance with Section 4 of this Agreement. This Agreement supersedes the Interlocal Agreement dated December 19, 2005, filed under Clark County Auditor's File No. 4391926IA.

4. EXTENSIONS

The term of this Agreement may be extended in five-year increments from the date that this Agreement was initially executed by mutual written agreement of one or more of the parties. The extension agreements shall be executed at least fifteen (15) days prior to the expiration of the Agreement. If such Agreement is extended, then there will be a review of the cost of services provided under this Agreement. If such review(s) result in a finding of increased costs, then such increased costs will be available upon request. The Administrator for each respective party is authorized to approve and execute such five-year extensions without further authorization from the legislative or governing body of the respective governmental parties.

5. REQUEST FOR SERVICES

Each request for service shall be in writing and shall specify the particular service required, the amounts and types of labor, equipment, and materials required, the location of the work, the estimated cost of the work and other information pertinent to the request. Upon receipt of the request, the party which has been requested to supply the service shall indicate its acceptance or rejection of the request, provide an estimated cost of the work by their forces, have it signed by their authorized official, and return one copy to the requesting party. In cases of emergency or unforeseen circumstance necessitating prompt action the request and approval may be done verbally but must be documented in writing within forty eight (48) hours of the verbal request.

The party supplying the services or the vehicles, machinery, and equipment shall be designated as the "Provider" herein. The party receiving the services or assuming the use of vehicles, machinery or equipment shall be designated the "User" herein.

6. PAYMENT

The parties to this Agreement agree that the User under this Agreement shall reimburse, upon request, the Provider for its actual direct and related indirect costs including any administrative overhead charges. Administrative charges between two separate parties may be waived by virtue of a written separate reciprocal agreement between the parties. Users will pay Provider's invoices in full within thirty (30) days of billing.

The maximum amount payable for work performed under this Agreement is fifty thousand dollars (\$50,000) per calendar year by each party to the Agreement.

7. RECORDS RETENTION AND AUDIT

The parties agree to maintain records of all costs incurred under this Agreement, in accordance with an accounting system as prescribed and approved by the Washington State Auditors Office or by the Oregon Secretary of State Audits Division, as applicable. These records shall be kept available for

inspection and audit by the party requesting the service for six (6) years after payment of the requested service.

8. CARE AND MAINTENANCE OF EQUIPMENT

The parties agree that any time a request is made for the use of equipment, that the User shall be responsible for the proper care, maintenance and security of the equipment until the equipment is returned to the Provider. The User shall permit the equipment to be used only by properly trained and supervised operators. Any damage other than normal wear and tear will be the responsibility of the party in possession of the equipment at the time the equipment is damaged. The Provider may require, at its sole discretion, that only Provider's personnel operate certain equipment. In doing so, Provider shall be deemed an independent contractor and Provider's employees shall not be deemed employees of the User. The Provider's operator shall perform under the general direction and control of the User but shall retain full control of the manner and means of using the equipment.

9. RIGHT OF ENTRY

The parties to this Agreement hereby grant and convey to each other the right to enter upon all land in which the parties have an interest, within or adjacent to the right of way of a highway, road or street for the purpose of accomplishing all work or services requested as part of this Agreement.

10. ADMINISTRATORS

The respective parties to this Agreement shall select one Administrator per governmental entity. The Administrator will be specifically appointed by the legislative and/or governing body of the governmental entity/organization, and shall have full powers to act on behalf of his or her respective governmental entity/organization. The Administrator may appoint another person to act in his or her capacity as Administrator for purposes of this Agreement.

11. DISPUTE CLAUSE, CHOICE OF LAW AND VENUE

In the event that a dispute arises under this Agreement, it shall be resolved as follows:

The Administrator for the Provider and the User shall each appoint a member to a disputes board. These two members of the disputes board shall select a third member not affiliated with either Agency. The dispute resolution hearing shall be informal and unrecorded. An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute.

In the event that any Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in a court of competent jurisdiction in Clark County, Washington. The laws of the State of Washington shall apply to this Agreement.

12. HOLD HARMLESS AND INDEMNIFICATION

A. Usage of Equipment. When using Provider equipment only, the User will protect, save and hold harmless and indemnify the Provider and its officers, agents, and employees from all claims, actions, damages, or expenses of any nature whatsoever by reasons of the acts or omissions of the

Provider or its assigns, agents, contractors, licensees, invitees, employees, or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement arising solely out of the User's use of the Provider's equipment. In such cases, the User further agrees to defend the Provider and its officers, agents, employees, assigns, agents, contractors, licensees, invitees, and employees in any litigation, including payment of any costs or attorney fees for any claims or action commenced thereon arising out of or in connection with the acts or activities authorized by this Agreement. This obligation shall not include such claims, costs, damages or expenses which are caused by the sole negligence of the Provider or its officers, agents, employees, assigns, contractors, licensees, invitees, or employees.

B. Usage of Both Equipment and Labor. When the Provider provides both equipment and labor, the Provider will protect save and hold harmless and indemnify the User and its officers, agents, and employees from all claims, actions, damages, or expenses of any nature whatsoever by reasons of the acts or omissions of the User or its officers, agents, employees, assigns, contractors, licensees, invitees, or employees arising out of or in connection with any acts or activities authorized by this Agreement arising out of the use of both the Provider's equipment and labor. In such cases, the Provider further agrees to defend the User and its officers, agents, employees, assigns, agents, contractors, licensees, invitees, and employees in any litigation, including payment of any costs or attorney fees for any claims or action commenced thereon arising out of or in connection with the acts or activities authorized by this Agreement. This obligation shall not include such claims, costs, damages or expenses which are caused by the sole negligence of the User or its officers, agents, employees, assigns, contractors, licensees, invitees, or employees.

C. Waiver of Worker's Compensation Immunity. This hold harmless and indemnification shall include any claim made against a party by an employee of another party or an employee of an agent or subcontractor of a party even if the party is thus otherwise immune from liability pursuant to the Washington workers' compensation statute, Title 51 RCW or the Oregon workers' compensation statute, Ch 656 ORS.

D. Concurrent Negligence. If the claims or damages are caused by or result from the concurrent negligence of the Provider and their agents or employees, and the User, its agents or employees, and involves those actions covered by RCW 4.24.115, both the Provider and the User shall be liable only to the proportional extent of their respective negligence.

13. CIVIL RIGHTS ACT

A. Nondiscrimination --Title VI of the Civil Rights Act. All participants agree to comply, and assure the compliance of each third party contractor and each sub-recipient at any tier of the Project, with all requirements prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000(d) and (e), et seq., and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21, and any implementing requirements the Federal Transit Authority (hereinafter referred to as "FTA") may issue.

B. Equal Employment Opportunity – Title VII of the Civil Rights Act. All participants agree to comply, and assures the compliance of each third party contractor and each sub-recipient at any tier of the Project, with all requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and 49 U.S.C. § 5332 and any implementing requirements the FTA may issue.

14. FRAUD OR FALSE STATEMENTS

By executing this Agreement, each party affirms the truthfulness and accuracy of any statement it has made, it makes, or may make or cause to be made, pertaining to use of any C-Tran / Federal Transit Agency (“FTA”) funded or assisted equipment used pursuant to this Agreement .

Each party also acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification to the Federal Government under a contract that is financed in whole, or in part, by Federal assistance, the Government reserves the right to impose the penalties of 18 USC sec 1001 and 49 USC sec 5307 to the extent the Federal Government deems appropriate.

15. FTA APPROVAL AND FEDERAL CHANGES

Each party, when contracting with an FTA regulated agency, shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including those listed by reference in the Agreement between C-TRAN and the FTA, as they may be amended or promulgated from time to time during the term of this Agreement at any tier of the project. The party’s failure to do so shall constitute a material breach of this contract.

16. DRUG AND ALCOHOL TESTING

If involved with the maintenance, repair or operation of C-Tran revenue service vehicles, the contracting agency shall agree to participate in a drug and alcohol program established in compliance with the federal Department of Transportation 49 CFR 653 and 654. Employees who perform “safety-sensitive” functions must be included in the substance abuse management program. The FTA has determined that safety-sensitive functions are performed by the following personnel who:

- 1) operate revenue service vehicles including when not in revenue service,
- 2) operate non-revenue service vehicles that require drivers to hold commercial driver’s licenses (CDLs),
- 3) dispatch or control revenue service vehicles,
- 4) maintain revenue service vehicles or equipment used in revenue service except for contractors to Section 18 transit agencies,
- 5) provide security and carry a firearm.

The FTA has also determined that regulations apply to employees of a contractor hired by participants to provide transit and/or maintenance services. These categories included supervisors who perform these functions. Supervisors of employees in these categories who do not themselves perform these functions are excluded.

C-Tran may request copies of signatory agency’s Drug and Alcohol Policy from their respective Human Resources Departments.

17. ACCESS TO RECORDS

All participating agencies agree to maintain records and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration, except in the event of litigation or settlement of claims arising from the performance of any part of this Agreement, in

which case all records shall be retained until the participating agency, the FTA, or the Comptroller General have disposed of all litigations, appeals or claims related to this cooperative activity.

18. INCORPORATION OF FTA TERMS AND CONDITIONS

The preceding provisions include, in part, certain Terms and Conditions required by the United States Department of Transportation (hereinafter referred to as “DOT”) whether or not expressly set forth in the preceding contract provision. All contractual provisions required by DOT as set forth in the FTA Circular 4220.IF, dated November 1, 2008 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The parties shall not perform any act, fail to perform any act, or refuse to comply with any participating agency’s requests, which would cause other participating agencies such as C-Tran to be in violation of the FTA terms and conditions.

19. TERMINATION OF AGREEMENT

The right is reserved by the parties to this Agreement to terminate the agreement at any time by giving thirty (30) days written notice to the other party or parties.

20. INTERLOCAL COOPERATION ACT COMPLIANCE

This is an Agreement entered into pursuant to Chapter 39.34 and Chapter 47.28 RCW and pursuant to ORS 190.007, Intergovernmental Cooperation. Its purpose is as set forth in Section 1. Its duration is as specified in Sections 3 (Term) and 4 (Extensions). Its method of termination is set forth in Section 18. Its manner of financing and of establishing and maintaining a budget therefore is described in Section 6 (Payment). No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.

21. DOCUMENT EXECUTION AND POSTING

The parties agree that this Agreement may be executed in any number of counterparts and by the parties on separate counterparts, any one of which shall constitute an agreement between and among the parties who have executed this Agreement; provided that each party shall transmit to the attention of the Vancouver City Clerk an original, executed signature page of this Agreement, the template for which is attached to this Agreement as Exhibit A.

The Vancouver City Clerk shall cause a copy of this Agreement and a copy of each executed signature page of each party to be posted on the Vancouver City website pursuant to Chapter 32, Laws of Washington 2006 (RCW 39.34.040). Upon execution of an original of this Agreement, and posting of a copy of a party’s executed signature page on the City of Vancouver’s website, each such counterpart shall constitute an agreement binding upon all who have so executed this Agreement.

The parties agree that subsequent parties may also sign original signature pages to this Agreement that incorporate by reference all the terms of this Agreement. Subsequent parties shall transmit signed signature pages to the attention of the Vancouver City Clerk, who shall cause a copy of such signature pages to be posted on the City of Vancouver website. Upon receipt and posting of such signature pages, this Agreement shall likewise be binding up such subsequent parties.

22. RATIFICATION

Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

23. WAIVER

No waiver by either party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

24. SEVERABILITY

If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

EXHIBIT A – SIGNATURE PAGE

To be posted on City of Vancouver website

RETURN ADDRESS

City of Vancouver
City Clerk's Office
PO Box 1995
Vancouver, WA 98668-1995

Pacific Northwest Interagency Cooperative
Intergovernmental Agreement
For
Grounds Equipment and Maintenance ("GEM") Services
1/1/2021 – 12/31/2025
(SIGNED BY EACH PARTICIPATING ENTITY)

The undersigned agrees to abide by the Pacific Northwest Interagency Cooperative Agreement for Equipment and Services ("GEM" Interlocal) - **1/1/2021 – 12/31/2025**, the terms and conditions of which are hereby incorporated by this reference as if fully set forth herein.

AGENCY NAME

(Signature)

(Printed Name/ Title)

(Date)

Attested to:

(Signature)

(Printed Name/ Title)

By: _____

Approved as to Form:

(Signature)

(Printed Name/ Title)

Attorney for _____

GEM

A Pacific Northwest Interagency Cooperative Bylaws

Revision Approved – April 7th, 2010

ARTICLE I

Organization Name, Purpose and Mission Statement

Section 1 – The name of this organization will be GEM - A Pacific Northwest Interagency Cooperative, a non-profit organization, referred to as GEM (acronym for Grounds, Equipment & Maintenance).

Section 2 – The primary purpose of GEM will be to foster communication among all public agencies to the mutual benefit of all constituents. It will also be the purpose of GEM to promote closer cooperation between this organization and all other public agencies and associations engaged in the betterment of maintenance and operations of grounds, equipment, and roads & streets.

Section 3 – The mission statement of GEM will be "Stretching Taxpayer Dollars by Sharing Resources."

Section 4 – The organization is structured as a 501(c)3.

ARTICLE II

Executive Board

Section 1 – The business and affairs of this organization will be managed and controlled by an Executive Board consisting of 5 regular members who will be the Chairperson, Vice-Chairperson, Secretary/Treasurer, Immediate past Chairperson, and a member at large from a regular member agency.

Section 2 – Roles and responsibilities of each executive board member is defined in Article III, (b) Officers, Section 1.

ARTICLE III

(a) Elections

Section 1 – Elected positions are as follows: Chairperson, Vice-Chairperson, Secretary/Treasurer and Executive Board member "at large". Elections will take place at the last general meeting of the calendar year. All positions are for a period of two years, commencing January 1st. An executive board can be extended one additional year by a vote of the regular membership. A one year term extension (bringing the total service of the executive board to 3 years) will still be considered one term. Upon the completion of the three year term, a new executive board will be elected.

Section 2 – No elected member may serve in the same position for consecutive terms. In case of a position being vacated, the Executive Board will appoint a replacement to complete the unexpired term.

Section 3 – Voting – Any regular member agency wishing to vote in an election, may hand their proxy vote to another regular member agency, upon notification to the Secretary/Treasurer. The Secretary/Treasurer will have to approve this arrangement prior to the election taking place. The senior ranking member of the agency being represented at the meeting in which a vote will take place will submit the vote representing the agency. The senior ranking member from each agency will be identified before the vote takes place. Voting can take place on a written ballot with a signature or by verbal after each agency is identified to place their vote. In the event of a tie vote, a revote will take place at the next general meeting.

(b) Officers

Section 1 – The following officers will be elected from, and by the voting members of the organization:

- A. Chairperson – Will conduct, or delegate the responsibility to conduct, all General and Executive Board meetings, appoint committee chairs, make an annual report showing the condition and affairs of the organization, making such recommendations as thought proper and will assume the duties of the Vice-Chairperson in his or her absence.
- B. Vice-Chairperson – Will assume all duties of the Chairperson in his or her absence, will chair the Executive Board meetings, and will be an ex-official member of all committees and will supervise the actions of the committees.
- C. Secretary/Treasurer – Will keep fair and accurate records of the organization and maintain files of all meeting minutes and other documents or correspondence relating to the organization. Will put a budget together and account for all funds and provide reports as requested. Will arrange for accommodations for all general meetings.
- D. Executive Board member "at large" – Will attend all Executive Board meetings as required, and meet the expectations of the Executive Board as described in Article II, Section 1.
- E. The past chairperson will automatically serve on the executive board as part of a newly elected set of officers.

ARTICLE IV

Membership

Section 1 – Regular Membership - Any public agency can become a regular member with full voting privileges and able to hold office upon submission of dues. Membership dues for the current year will be sent out in May to each agency for payment. Rates for dues are determined by size of the organization that is represented.

Section 2 – Affiliate Membership - Non-voting affiliate memberships will be available to anyone that is interested in the work and objectives of this organization and is approved for membership by the Executive Board.

Section 3 – All memberships are renewable annually. A regular and affiliate membership period is a calendar year, defined as January 1st to December 31st annually.

ARTICLE V

Meetings

Section 1 – There will be at least four (4) general meetings held each year; with other meetings scheduled as deemed necessary. General meetings usually held quarterly in March, June, September and December. In addition, the annual snow ball meeting is generally held in November.

Section 2 – Special meetings may be called by the Chairperson, as deemed necessary, at the request of the membership.

Section 3 – Any acts or business (other than liquidation and special assessments) voted upon and approved by a majority of the regular member agencies present at the meeting will be binding equally upon all regular member agencies.

Section 4 – Committee meetings – The number of committee meetings and the dates and times for these meetings are at the discretion of the committee chairperson(s). See article VI for additional information on committees.

ARTICLE VI

Committees

Section 1 – There will be as many standing, or other, committees performing such functions as the Executive Board determines are necessary to accomplish the objectives of this organization. The organization should establish, at a minimum, three (3) standing committees of Grounds & Facilities (Parks & Structures), Equipment (Fleet Management and Maintenance) and Maintenance (Right-of-Way related issues). The organization also will establish a safety and compliance committee.

Section 2 – Special projects may be handled through additional committees.

Section 3 – Committee Chairpersons will make verbal reports as required at all general meetings, and attend meetings of the Executive Board as deemed necessary.

ARTICLE VII

Finances

Section 1 – The financial posture of the organization will be the responsibility of the Executive Board and the amount of the dues, or any necessary assessments, will be determined by that body as demanded by the budget. The executive board will also be responsible for maintaining at a minimum a checking account thru a local credit union.

Section 2 – All dues and/or assessments are due and payable upon receipt of billing by the Secretary/Treasurer. The Executive Board shall prepare a budget and the budget shall be approved by a simple majority of regular member agencies attending the fall general meeting. All checks shall have a co-signature. One by the Chair and one by another executive board officer. Credit union statements will be reconciled by the Secretary/Treasurer who will also be responsible to prepare a treasury report for each general meeting.

Section 3 – Regular membership dues cover one calendar year period; January 1st to December 31st annually. Any new agency approved for regular membership, prior to July 31st, will be required to pay full annual dues. New agencies accepted after that date will be required to pay at a rate of one-half of the annual dues.

Section 4 – Necessary assessments and increases in annual dues will require a simple majority vote (50% +1) of the regular member agencies in attendance for approval.

ARTICLE VIII

Website

Section 1 – The Executive Board will be responsible to operate and maintain an interactive website for its membership.

Section 2 – The website will be at the following web address: www.gematwork.org. The website will have a front side in which information will be available to the general public. Only regular membership agencies will have access to the backside of the website, and will be accessed by a granted pass code to each paid regular membership.

Section 3 – The front side of the website will have the following type of information

- Member list and web links to their agencies website homepage.
- Copy of the inter local agreement
- Copy of the current GEM Bylaws
- Sustainability page link with further information within the link
- Job Postings
- Contract Postings
- Link to the Northwest Regional Training Center
- Link to committees within the GEM structure and information pertaining to each
- What New Information
- Calendar of Events
- Equipment for Sale
- Photos from GEM Events
- Video of the GEM Organization
- Articles about the GEM Organization
- Join GEM link
- Contact us link in which the information will be sent to all members of the executive board for response.

Section 4 – The back side of the website will have the following type of information:

- Active blog for interaction between member agencies and its employees.
- The ability to add information for the entire regular membership on the calendar, contracts, job postings and the regulation and compliance section.
- There is a member contact list that supplies member agencies employee emails and phone numbers.
- The ability for regular members to send an “all member” urgent email in times of a quick need or response on an issue or request
- The ability for a member to update their information in the GEM database
- Information from Committee current and archived agendas and meetings.
- Additional items will be added to the website for regular membership as requests are submitted.
- Regular member agencies will have access to all the information on the front side of the website

Section 5 – The executive board reserves the right to allow related businesses to advertise on the website on a fee based basis. Rates and time for each advertisement is at the discretion of the executive board. A rate and time structure for each ad is established and will be the same for any business interested in advertising on the website. GEM executive board reserves the right to approve or disapprove business advertising on the website. Each advertisement will allow for an automatic link to the businesses home page if you click on the advertisement.

Section 6 – GEM executive board reserves the right to establish pages on Social media websites (Facebook for example) as another method to advertise GEM and link those Social media websites to our GEM website. All information placed on the social media website will be simple and mostly suggestive to get the interested party to go to the organizations web page. These sites will be maintained by the GEM executive board.

ARTICLE IX

Amendments of the By-Laws

Section 1 – Proposed amendments to the By-Laws can be submitted to the Executive Board by regular member agencies.

Section 2 – A By-Laws Committee will be established and submit to the Executive Board within twenty (20) days their recommended action on the proposed amendment. Current By-Laws committee is the executive board

Section 3 – After receipt of any proposed amendment, the Executive Board will forward the proposed amendment to the By-laws committee for a review of the proposed amendment. If the Bylaws committee approves the amendment to go to a vote of the regular membership, the general membership will then vote on the proposed amendment at the next general meeting, provided the general membership was informed least 20 days before the vote. If the general membership was not informed at least 20 days before the general meeting, then the vote will take place at the following general meeting (one quarter later).

Section 4 – Proposed amendments to the By-Laws will be furnished in writing to the membership prior to the meeting at which the vote will be taken. This can take place via a website posting under the By-Laws section on the back side of the website. In addition, an all regular membership email will be sent out by an executive board member at least 20 days prior to a vote on the amendment.

Section 5 – Amendments will be approved by vote of a majority (50% +1) of the regular member agencies present at the general meeting of the vote.

ARTICLE X

Liquidation

Section 1 – This organization may be liquidated at any regular or special meeting. A vote for liquidation must be a written vote and must carry a majority of 2/3 of the voting membership agencies in attendance. All regular members must be notified in writing by the Secretary/Treasurer at least thirty (30) days prior to a liquidation vote.

Section 2 – Upon liquidation, all assets and/or liabilities will be shared (prorated) by all regular member agencies.

Brian Loos, Member At Large – Amended – April 7th, 2010
Brenda Snell, Administrative Assistant – Amended - January 25th, 2005, name change.
Bruce Cross, Chairperson – Amended – October 16, 2002

GEM (Grounds, Equipment and Maintenance)

is a Pacific Northwest Interagency
Cooperative.

Purpose/Mission

- The primary purpose of GEM is to foster communication among all public agencies to the mutual benefit of all constituents. It also promotes closer cooperation between all public agencies and associations engaged in the betterment of maintenance and operations of grounds, equipment, and roads and streets.
- GEM's mission is "Stretching Taxpayer Dollars by Sharing Resources."

How

- By furnishing each other labor, equipment and materials when available on a reimbursable basis for services, roadway construction, maintenance activities, and facilities support.
 - the work of the owner of the requested resources takes first priority.
- Quarterly meetings – sharing info/training
- GEM Equipment show

Steps to request Help

1. Specific request in writing with service or equipment requested
2. Requested party gives official acceptance or rejection with estimate
3. Emergencies can be done verbally but documented in writing within 48 hours
4. Bill sent to requestor, based on actual direct, indirect, and overhead costs.
5. Maximum work is \$50,000 per year.

Who

- Washington State, by and through the Washington State Department of Transportation
 - City of Vancouver, Washington (hereinafter referred to as “Vancouver”)
 - Clark County, by and through its Public Works Department (hereinafter referred to as “Clark County”)
 - City of Camas, Washington (hereinafter referred to as “Camas”)
 - City of Battle Ground, Washington (hereinafter referred to as “Battle Ground”)
 - City of Washougal, Washington (hereinafter referred to as “Washougal”), a municipal corporation organized under the laws of the state of Washington
 - City of Ridgefield, Washington (hereinafter referred to as “Ridgefield”)
 - City of Woodland, Washington (hereinafter referred to as “Woodland”)
 - Town of Yacolt, Washington (hereinafter referred to as “Yacolt”)
 - City of La Center, Washington (hereinafter referred to as “La Center”)
 - City of Gresham, Oregon
 - City of Portland, Oregon
 - Clark County Fire District No. 5 & No. 6
 - Clark County Fire District • Port of Camas/Washougal
 - Port of Vancouver
 - Clark Public Utilities
 - Clark Regional Transportation Agency (hereinafter known as “C-Tran”)
 - Clark Regional Wastewater District
 - Vancouver Public Schools
 - Camas School District #117
 - Battle Ground School District #119
 - Evergreen School District #114
 - Educational School District #112 (hereinafter known as “ESD 112”)
 - Clark Regional Emergency Services Agency (hereinafter referred to as “CRESA”)
- _____ This spot reserved for Washington State University

Bylaws

- Executive Board
 - Chairperson
 - Vice-Chairperson
 - Secretary/Treasurer
 - Immediate Past Chairperson
 - Member at Large
- Positions are for two years, can be extended 1 year
- 3 standing committees
 - Grounds & Facilities (Parks & Structures)
 - Equipment (Fleet Management & Maintenance)
 - Maintenance (Right of Way related)
- Can assess dues
- Website
 - Members can update
 - Can assess advertising fees

Next steps

- Amendment renewal – expires Dec 31, 2020
- Volunteer opportunities
 - GEM exec committee
 - Renewal
 - Website - <http://gematwork.org>
 - GEM fair
 - Other



Staff Report 110-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/26/2021

SUBJECT Funding changes for CDBG, HOME & AHF

Key Points

- Council approved funding recommendations at a public hearing on April 5, 2021.
- Changes in several projects generated a need to modify the project awards.
- Additional funds have been made available by the state CDBG-CV program.
- Staff is requesting funding allocation changes to support project needs.

Strategic Plan Alignment

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

Present Situation

City Council approved funding recommendations from the 2021 CDBG & HOME, CDBG-CV and AHF application process following a public hearing on April 5, 2021. Since that time additional funding has become available and existing projects have requested an increase in dollars due to the significant increase in construction material costs. See attached spread sheet for details.

Summary of proposed funding changes

- Approve use of CDBG-CV funding from the State for MESO Small Business Technical Assistance and Loan Program - \$368,556 to cover a portion of the total project cost of \$431,834.
- Approve use of 2020 & 2019 HOME funding for Second Step Acquisition to support the acquisition of six duplexes. \$300,000
- Approve use of 2020 Affordable Housing Funding for Community Roots Collaborative CRC Development (Phase 2) construction of 20 tiny homes. \$350,000 to a total of

\$850,000. The funding would come from the unused Affordable Housing Funds allocated for Mercy Housing.

- Approve use of 2020 CDBG funds for Proud Ground Permanently Affordable Homeownership - \$250,000. Staff proposes shifting funding source from 2021 AHF to 2020 CDBG to allow for less restrictive income requirements for homebuyers.
- Approve use of 2020 CDBG funding for the City of Vancouver Homeowner Rehab Program \$118,556 of 2020 CDBG funds from MESO to support the Homeowner Rehab Program. CDBG is more appropriate funding to use for this program.
- Cancel the \$199,977 of 2020 HOME funding that was awarded to the Homeowner Rehab program. The funding will be used to support Second Step Housing's Acquisition project.

Advantage(s)

1. Fund programs serving vulnerable populations in the city of Vancouver.
2. Provide funding to agencies well positioned to deliver needed public services for COVID-19 response.
3. Support and expand existing programs that increase access to housing and supportive services for unhoused residents.

Disadvantage(s)

None identified.

Budget Impact

The proposed funding recommendations are supported by the City's federal CDBG and HOME allocations and the City's Affordable Housing Fund.

Prior Council Review

- January 28, 2019, Consent Agenda, Community Roots Collaborative
- June 1, 2020, Public Hearing, HOME Rehab
- August 17, 2020, Consent Agenda
- April 5, 2021 Public hearing, Council approved funding recommendations

Action Requested

1. Adopt a resolution approving project funding changes to the 2019 and 2020 CDBG/HOME Annual Action Plans;
2. Adopt a resolution approving project funding changes to the 2020-2021 Affordable Housing Fund approved allocation plans;
3. Authorize the City Manager or designee to execute agreements consistent with the proposed funding changes.

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

ATTACHMENTS:

- ▣ Resolution - CDBG/HOME
- ▣ Resolution - AHF
- ▣ Exhibit A - Proposed changes in CDBG, HOME & AHF
- ▣ project descriptions related to proposed changes
- ▣ memo - proposed changes to CDBG, HOME & AHF

7/26/2021

RESOLUTION NO. _____

A RESOLUTION relating to the adoption of the proposed project funding changes to 2019 and 2020 CDBG/HOME Annual Action Plans; authorizing the City Manager to execute agreements on behalf of the City of Vancouver consistent with the amended Annual Action Plans, providing for severability and an effective date.

WHEREAS, the Vancouver City Council approved the current allocation plans, on June 1, 2020, and April 5, 2021; and

WHEREAS, since the City Council approval additional funding has become available and project needs have changed; and

WHEREAS, The Vancouver City Council at a public hearing on June 1, 2020, adopted Resolution M-4072 to approve the City of Vancouver CDBG and HOME 2020 Action Plan; and

WHEREAS, The Vancouver City Council finds that it is now appropriate to amend the plan under Resolution M-4072 to re-allocate project awards to fit current available funding and project needs.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

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

Section 2. The Community Development Block Grant and HOME Investment Partnership 2019 and 2020 proposed amendments, attached as Exhibit A and incorporated by reference, are hereby approved, and incorporated into the 2019 and 2020 Action Plans.

RESOLUTION - 1

Section 3. The City Manager is hereby authorized to execute agreements on behalf of the City of Vancouver consistent with the proposed changes to 2019 and 2020 Annual Action Plans as amended.

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

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

PASSED BY THE FOLLOWING VOTE:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Signed this ____ day of _____, 2021.

Anne McEnery Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

RESOLUTION - 2

7/26/2021

RESOLUTION NO. _____

A RESOLUTION relating to the adoption of the proposed project funding changes to the 2020-2021 AHF approved allocation plans; authorizing the City Manager to execute agreements on behalf of the City of Vancouver consistent with the amended allocation plans, providing for severability and an effective date.

WHEREAS, the Vancouver City Council approved the current allocation plans, on April 5, 2021; and

WHEREAS, since the City Council approval additional funding has become available and project needs have changed; and

WHEREAS, The Vancouver City Council at a public hearing on April 5, 2021 adopted Resolution M-4124 approving 2020 and 2021 AHF funding awards; and

WHEREAS, The Vancouver City Council finds that it is now appropriate to amend the plan under Resolution M-4124 to re-allocate project awards to fit current available funding and project needs.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

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

Section 2. The 2020-2021 AHF project allocation proposed changes, attached as Exhibit A and incorporated by reference, are hereby approved, and incorporated into the Affordable Housing Fund 2020 and 2021 Council approved funding awards.

RESOLUTION - 1

Section 3. The City Manager is hereby authorized to execute agreements on behalf of the City of Vancouver consistent with the proposed changes to the 2020-2021 AHF approved project allocations as amended.

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

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

PASSED BY THE FOLLOWING VOTE:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Signed this ____ day of _____, 2021.

Anne McEnery Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

RESOLUTION - 2

Summary of Proposed Changes - June 24, 2021 (advertised)						
Project	Agency	Funding Action	Original Award	Updated Award	Funding Source	Description
APPROVAL NEEDED						
Business Assistance						
Small Business Technical Assistance and Loan Program	MESO	Update	\$431,834	No Change	CDBG-CV/ 2020 CDBG	Use state funded CDBG-CV for \$368,556 of project
Housing Projects						
Acquisition	Second Step	Increase	\$900,000	\$1,200,000	2020 AHF/ 2020 HOME	Increase funding by \$300,000 from HOME funds
CRC Development (Phase 2)	Community Roots Collaborative	Increase	\$500,000	\$850,000	2018/2020 AHF	Provide additional funding due to increased material costs
Permanately Affordable Homeownership	Proud Ground	Update	\$250,000	No Change	2020 CDBG	Move from AHF to CDBG, use funds from MESO
Homeowner Rehab Program	City of Vancouver	Increase	\$12,667	\$131,223	2020 CDBG	Use funds from MESO to increase by \$118,556
Homeowner Rehab Program	City of Vancouver	Cancel	\$199,977	\$0	2020 HOME	Move Rehab funding to Second Step. Adequately funded for current projects through 2022
INFORMATION ONLY						
PeaceHealth Family Housing	Mercy Housing NW	Decrease	\$950,000	\$560,000	2019/2020 AHF	Agency requested decrease of AHF funds

Project Descriptions

BUSINESS ASSISTANCE

Agency	Micro-Enterprise Services of Oregon (MESO)
Project	Small Business Technical Assistance and Loan Program
Consolidated Plan Goal	Economic Development
Current Funding	2020 CDBG: \$431,834
Proposed Change	Replace \$368,556 with State CDBG-CV, Total is unchanged
Description	Assist at least 75 small businesses adversely impacted by COVID-19 with combination of direct funding and technical assistance. Funding will be \$368,556 of state CDBG-CV funds and \$63,287 of 2020 CDBG.
Location Description	Services available to residents citywide

HOUSING PROJECTS

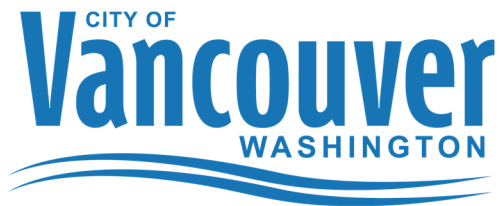
Agency	Mercy Housing
Project	PeaceHealth Family Housing
Admin Plan Goal	Housing Production
Current Funding	AHF: \$950,000
Proposed Change	AHF: Decrease to \$560,000
Description	Agency has requested a reduced funding amount to Develop a 69-unit affordable housing complex. All units will be affordable to individuals making 50% AMI or lower.
Location Description	NE 5 th Ave and NE 93rd Ave

Agency	Community Roots Collaborative
Project Name	CRC Development (Phase 2)
Admin Plan Goal	Housing Production
Current Funding	AHF: \$500,000
Proposed Change	AHF: Increase to \$850,000
Description	Production of 20 tiny home units at Fruit Valley Terrace for individuals exiting homelessness or a member of another vulnerable group. The additional funding will increase the AHF covenanted units from 7 to 12 affordable units.
Location Description	1901 NW 69th Circle

Agency	Proud Ground
Project Name	Down Payment Assistance
Consolidated Plan Goal	Housing Production
Current Funding	AHF: \$250,000
Proposed Change	Change to 2020 CDBG: \$250,000
Description	Down payment assistance and case management to three first-time homebuyers earning less than 80% AMI. By shifting to CDBG it allows the income threshold to be 80% AMI, rather than the AHF requirement of 50% AMI. Agency stated that finding residents that would qualify for financing at 50% AMI would be a significant barrier to program success.
Location Description	Services available to residents citywide

Agency	Second Step Housing
Project	Acquisition
Admin Plan Goal	Housing Production
Current Funding	AHF: \$900,000
Proposed Change	Add HOME: \$300,000 for a total of \$1,200,000
Description	Purchase existing market-rate rental property, consisting of 6 duplexes. All 12 housing units will be AHF covenanted affordable units. Project needs additional funds to move forward. HOME funds will be made available by reallocating funds from MESO and the Homeowner Rehabilitation Program.
Location Description	TBD

Agency	City of Vancouver
Project	Homeowner Rehabilitation Program
Current Funding	2020 HOME: \$199,977 2020 CDBG: \$12,667
Proposed Change	2020 HOME: \$0 2020 CDBG: \$131,223
Description	Loans of up to \$25,000 for low-income homeowners to make needed repairs. Funds will support 5 projects. By reallocating funds from MESO the Homeowner Rehabilitation Program will have enough funds to complete all scheduled projects through 2022.
Location Description	Services available to residents citywide



MEMORANDUM

DATE: July 8, 2021

TO: Eric Holmes, City Manager

FROM: Peggy Sheehan, Community and Economic Development Programs Manager

RE: **Funding Update and Proposed Changes for CDBG, HOME & AHF**

CC: Chad Eiken, Director CED
Teresa Brum, Division Manager, Economic Development

Key Points

- Council approved 2021 CDBG & HOME, CDBG-CV and AHF funding recommendations at a public hearing on April 5, 2021
- Changes in projects generated a need to modify funding
- Additional funds have been made available by the state CDBG-CV program
- Staff are requesting funding allocation changes to support project needs

Present Situation

City Council approved funding recommendations from the 2021 CDBG & HOME, CDBG-CV and AHF application process during the April 5, 2021, public hearing. Since that time additional funding has become available and existing projects have requested an increase in dollars due the uptake in material costs. The following amendments are being requested and if approved, moved through the HOME and CDBG processes. See attached Summary of Proposed Changes and Project Description documents for more detail:

APPROVAL NEEDED:

MESO Small Business Technical Assistance and Loan Program

No change to total funding amount or total number served. Staff is proposing using \$368,556 of new state CDBG-CV funds to cover a portion of the total project cost of \$431,834.

Second Step Acquisition

Agency has requested additional funds to support the acquisition of six duplexes. Staff proposes increasing project award by \$300,000 of HOME funding. HOME funds will be made available by reallocating funds from the Homeowner Rehabilitation Program.

Community Roots Collaborative CRC Development (Phase 2)

Agency has requested additional funds to support the increase in material costs for these 20 tiny homes. Staff proposes increasing the award by \$350,000 to a total of \$850,000. The funding would come from the unused Affordable Housing Funds allocated for Mercy Housing.

Proud Ground Permanently Affordable Homeownership

No change to total funding amount of \$250,000. Staff proposes shifting funding source from 2021 AHF to 2020 CDBG to allow for less restrictive income requirements for homebuyers.

City of Vancouver Homeowner Rehab Program

Staff will be reallocating \$118,556 of 2020 CDBG funds from MESO to support the Homeowner Rehab Program. CDBG is more appropriate funding to use for this program.

We will be cancelling the \$199,977 of 2020 HOME funds that was awarded to the Homeowner Rehab program. The funding will be used to support Second Step Housing's Acquisition project.

INFORMATION ONLY:

Mercy Housing NW PeaceHealth

Agency has requested a decrease of AHF funds, due to securing additional funding. Their total AHF award was \$950,000. The contract decreased the award to \$560,000. Unused funding will be reallocated to other construction projects, including \$350,000 to Community Roots Collaborative.

Next Steps

July 26, 2021 City Council consent agenda requesting approval for changes

Attachments

Summary of Proposed Changes
Project Descriptions



Staff Report 111-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/26/2021

SUBJECT Section 108 Loan - Fourth Plain Commons

Key Points

- The Fourth Plain Commons Project is a collaborative effort between the City of Vancouver and the Vancouver Housing Authority and consists of a 6-story building with a 9,758-square-foot community center on the first floor and 106 affordable housing units on floors 2-6 on vacant land owned by the Vancouver Housing Authority (VHA).
- The first-floor community space (the "Commons Community Center") will consist of a community gathering space, an outdoor plaza with infrastructure for the Vancouver Farmer's Market and other events, a shared office space for on-site supportive services, and a commercial kitchen incubator to support food entrepreneurship and events.
- The City is requesting a Section 108 loan up to the maximum allowed totaling approximately \$4,234,145 to fund a portion of the purchase price for the development and build-out of the Commons Community Center with the potential for installment payments being issued in the form of reimbursement to the VHA for construction and infrastructure costs. The prospect of obtaining this loan was included in the Biennial Budget adopted by the Council on November 16, 2020.
- The City plans to allocate \$300,000 annually in CDBG funds to make payments on the Section 108 loan. Community Center Program income, less expenses, will also be used to repay the Section 108 loan. The final amount of debt serviced annually will be determined by the final amount of the loan.
- The next step in the Section 108 loan process requires Council approval and public advertisement of the Section 108 loan application for 30 days beginning June 25, 2021.
- The loan application will be presented to Council on July 26, 2021.
- The City expects to receive notice from HUD in September, with the intent to borrow the money in the first quarter of 2022.
- The construction of the project will begin in September 2021.

Strategic Plan Alignment

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

Present Situation

Fourth Plain Commons is a future new-construction, mixed-use project located in a low-income census tract (427.00) on the Fourth Plain Corridor. The development is a partnership between the City of Vancouver and the Vancouver Housing Authority and consists of two separate components: the Commons Community Center on the first floor and 2220 Norris, a 106-unit affordable housing development, located on floors 2-6. The CDBG funds will be used to support the community center, plaza and shared space only.

The Commons Community Center will consist of a 9,758 square foot community space and is envisioned as a flexible area where people from the Fourth Plain community can gather, hold events, and access services. This space will include a commercial kitchen, office space for nonprofits to provide supportive services, a community gathering space, an outdoor space with infrastructure for farmers markets and food carts, and a space for business incubation for food entrepreneurship. Construction on this project is scheduled to begin in September 2021.

In July 2020, the City identified the potential to use funding from Section 108 of the Housing and Community Development Act of 1974 (the Section 108 Loan Guarantee Program or "Section 108 loans") as a funding source. The Section 108 loan provides Community Development Block Grant (CDBG) jurisdictions the opportunity to leverage up to five times the jurisdiction's annual CDBG grant allocation. The loan is low-cost, flexible financing for economic development, public facility, and infrastructure projects. Currently, the City of Vancouver is eligible to borrow up to \$4,234,145 in Section 108 loan funds.

The Section 108 loan will be used to support the build-out of the Commons Community Center including construction and infrastructure. The funding will be used as payment towards the purchase price, either in the form of reimbursement to the VHA, for construction costs including architect fees and a percentage of onsite infrastructure including sewer, water, sidewalks, the foundation, etc., or as a lump sum payment at Closing. Any revenue generated from the leasing of the Commons Community Center after expenses will be used to pay back the Section 108 loan. Additionally, the City will set aside CDBG funds up to \$300,000 annually to make payments. The City anticipates servicing \$245,000 of Section 108 project debt annually.

Community and Economic Development staff have drafted the application for Section 108 loans for HUD. It is on the city web site at www.cityofvancouver.us/CDBG. Once approved by Council, HUD has 45 days to review and approve the application. If awarded, the City anticipates using the Section 108 dollars in the first quarter of 2022. The projects will begin construction in September 2021, and the City is using other dollars for the first phase of the project.

Advantage(s)

1. Fund development of vibrant community space serving a vulnerable population in the city of Vancouver.
2. Provide co-located supportive services to people living in affordable housing.
3. Support business development through a business incubation space and resources for business owners.

Disadvantage(s)

None identified.

Budget Impact

The proposed funding recommendations are supported by a Section 108 loan, a part of the City's federal CDBG allocation.

Prior Council Review

- January 11, 2021, City Council workshop, Fourth Plain Commons Update
- August 3, 2020, City Council briefing under City Manager Communications, Commons Funding Overview
- November 16, 2020, Council adoption of Biennial Budget

Action Requested

Approve moving forward with the Section 108 loan application request of up to \$4,234,145 to support the construction and build out of the Fourth Plain Commons Community Center and authorize the City Manager to execute the necessary agreements to move forward with the Section 108 loan as approved by Council.

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

ATTACHMENTS:

- Council Memo - 2021 Section 108 Loan for Fourth Plain Commons

DATE: June 23, 2021

TO: Eric Holmes, City Manager

FROM: Peggy Sheehan, Community and Economic Development Programs Manager

RE: **2021 Section 108 Loan for Fourth Plain Commons Project**

CC: Chad Eiken, Director CED
Teresa Brum, Manager, Economic Development

Key Points

- The Fourth Plain Commons Project is a collaboration between the City of Vancouver (City) and the Vancouver Housing Authority and consists of a 6-story building with a 9,758 square foot community center on the first floor owned by the City and 106 affordable housing units on floors 2-6 on vacant land owned by the Vancouver Housing Authority (VHA).
- The first-floor community space (the "Commons Community Center") will consist of a community gathering space, an outdoor plaza with infrastructure for the Vancouver Farmer's Market and other events, a shared office space for on-site supportive services, and a commercial kitchen incubator to support food entrepreneurship and events.
- The City is requesting a Section 108 loan from the US Department of Housing and Urban Development (HUD) in an amount up to the maximum allowed, totaling approximately \$4,234,145, to support the development and build out of the Commons Community Center through reimbursing the VHA for construction and infrastructure costs. This loan was included in the Biennial Budget adopted by the Council on November 16, 2020.
- The City plans to allocate \$300,000 annually in HUD Community Development Block Grant (CDBG) funds to make payments on the Section 108 loan. Community Center Program income, less expenses, will also be used to repay the Section 108 loan. Final annual debt service amount will be determined by final loan amount.
- The next step in the Section 108 loan process requires advertising the application for public comment for 30 days prior to the public hearing. The application can be found at www.cityofvancouver.us/CDBG
- The loan application will be presented to Council on July 26, 2021.
- The City anticipates receiving notice of loan approval from HUD in September, with the intent to borrow the money in the first quarter of 2022.
- The construction of the project will begin in September 2021.
- The Council previously reviewed this project on the following dates: Fourth Plain Commons Update at the City Council Workshop on January 11, 2021, Commons Funding overview at

the Workshop on August 3, 2020, and the Council adoption of the 2021-22 Biennial Budget on November 16, 2020.

Present Situation

Fourth Plain Commons is a future new-construction, mixed-use project located in a low-income census tract (427.00) on the Fourth Plain Corridor. The development is a collaborative effort between the City of Vancouver and the Vancouver Housing Authority and consists of two separate components: the Commons Community Center and outdoor plaza on the first floor and a 106-unit affordable housing development, located on floors 2-6. The CDBG funds will be used to support the community center, plaza and shared space only.

The Commons Community Center will consist of a 9,758 square foot community space and is envisioned as a flexible area where people from the Fourth Plain community can gather, hold events, and access services. This space will include a commercial kitchen, office space for nonprofits to provide supportive services, a community gathering space, an outdoor space with infrastructure for farmers markets and food carts, and a space for business incubation for food entrepreneurship.

The final construction bid for the project is due in August 2021, and construction on the Fourth Plain Commons project is scheduled to begin in September 2021. The construction cost of the city owned portion of the project is not expected to exceed \$5.5 million dollars which includes the community center, outdoor plaza, and shared infrastructure. The 2 million dollars (approx.) interior build out of the community center is not included. The City has secured over \$3.2 million in other grant funding to support this project; Section 108 loan funds will be used as the gap financing.

In July 2020, the City identified the potential to use the Section 108 Loan Guarantee Program (Section 108) as a funding source for the Community Center. The Section 108 loan provides Community Development Block Grant jurisdictions the opportunity to leverage up to five times the jurisdiction's annual CDBG grant allocation. The loan is low-cost, flexible financing for economic development, public facility, and infrastructure projects. As of March 2021, the City of Vancouver is eligible to borrow up to \$4,234,145 of Section 108 loan funds. The funding will be used to reimburse the city's partner, the VHA, for construction costs including architect fees and a percentage of onsite infrastructure including sewer, water, sidewalks, the foundation, etc.

Any revenue generated from the Commons Community Center after expenses will be used to pay back the loan. Additionally, the City will set aside CDBG funds up to \$300,000 annually to make payments. The final amount of CDBG funds allocated to the project for debt service will be determined by the final cost of the loan.

Community and Economic Development staff have drafted the application for Section 108 loans for HUD. It is on the city web site at www.cityofvancouver.us/CDBG. Once approved by Council, HUD has 45 days to review and approve the application. If awarded, the City anticipates using the Section 108 dollars in the first quarter of 2022. The project will begin construction in September 2021; the City is using other dollars for the first phase of the project.

Recommendations

Community and Economic Development staff recommend that the Council approve moving forward with the Section 108 loan application request of up to \$4,234,145 to support the construction and build out of the Fourth Plain Commons Community Center.

VOUCHER APPROVAL

We, the undersigned council members of the City of Vancouver, Clark County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers listed below are approved for payment in the amount of:

\$ 5,085,830.79 this 26th day of July 2021.

MAYOR



AUDITING OFFICER

COUNCILMEMBER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
July 13, 2021 - July 19, 2021	Accounts Payable Checks (see attached)	\$ 5,071,854.37
July 13, 2021 - July 19, 2021	Hansen City Payments (see attached)	\$ 10,037.90
July 13, 2021 - July 19, 2021	Visa Refunds (see attached)	\$ 3,938.52
July 13, 2021 - July 19, 2021	Payroll Checks (see attached)	\$ -
TOTAL		\$ 5,085,830.79

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>		
Supplier Payment	Manual Wire	No Reference	7/9/2021	227.08	Keybank National Association			
Supplier Payment	Manual Wire	No Reference	7/12/2021	40,471.56	Blue Cross Blue Shield of Oregon			
Supplier Payment	Manual Wire	No Reference	7/12/2021	933,408.56	Internal Revenue Service			
Supplier Payment	Manual Wire	No Reference	7/12/2021	14,019.90	Washington Dental Service			
Supplier Payment	Manual Wire	No Reference	7/13/2021	10,985.23	Bank Of America N.A. - Remit-To: Charlotte NC			
Supplier Payment	Manual Wire	No Reference	7/13/2021	27,995.85	State of Oregon Department of Revenue			
Supplier Payment	Manual Wire	No Reference	7/14/2021	540,000.00	Fidelity National Title Co of Washington			
Supplier Payment	Manual Wire	No Reference	7/15/2021	30,948.72	Gallagher Bassett Services Inc			
Supplier Payment	Manual Wire	No Reference	7/15/2021	180.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit			
Supplier Payment	Manual Wire	No Reference	7/15/2021	809,877.39	State of Washington Department of Retirement System (PERS)			
Expense Payment	Direct Deposit	EFT-00108839	7/15/2021	95.20	Cody Uskoski	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00108840	7/15/2021	362.00	Brian Roark	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00108841	7/15/2021	171.61	Jason Gillespie	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00108842	7/15/2021	141.50	Don Sahota	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00108843	7/15/2021	190.12	Jon Morgan	Employee Reimbursement		
Expense Payment	Direct Deposit	EFT-00108844	7/15/2021	102.00	Isidoro Flores	Employee Reimbursement		
Cash Advance Payment	Direct Deposit	EFT-00108845	7/15/2021	57.00	Patrick Kennedy	Travel Advance		
Expense Payment	Direct Deposit	EFT-00108846	7/15/2021	120.00	Emery Oldham	Employee Reimbursement		
Cash Advance Payment	Direct Deposit	EFT-00108847	7/15/2021	57.00	Patrick Kennedy	Travel Advance		
Cash Advance Payment	Direct Deposit	EFT-00108848	7/15/2021	762.50	Drew Klaetsch	Travel Advance		
Cash Advance Payment	Direct Deposit	EFT-00108849	7/15/2021	57.00	Robin Brown	Travel Advance		
Expense Payment	Direct Deposit	EFT-00108850	7/15/2021	116.00	Mike Swanson	Employee Reimbursement		
Supplier Payment	EFT	EFT-00108851	7/15/2021	50,795.94	Pease & Sons Inc			
Supplier Payment	EFT	EFT-00108852	7/15/2021	8,997.07	Halme Excavating Inc			
Supplier Payment	EFT	EFT-00108853	7/15/2021	14,124.83	Share Inc			
Supplier Payment	EFT	EFT-00108854	7/15/2021	4,731.22	Emerald Services Inc			
Supplier Payment	EFT	EFT-00108855	7/15/2021	400.00	PDH Creative			
Supplier Payment	EFT	EFT-00108856	7/15/2021	18,773.97	North Fork Landscape			
Supplier Payment	EFT	EFT-00108857	7/14/2021	194,211.27	Clark County - Remit-To: Clark County - Treasurer Vancouver			
Supplier Payment	EFT	EFT-00108858	7/15/2021	9,162.50	Second Step Housing			
Supplier Payment	EFT	EFT-00108859	7/15/2021	19,403.72	Clark County - Remit-To: Clark County - Treasurer Vancouver			
Supplier Payment	EFT	EFT-00108860	7/15/2021	6,032.13	Clark County Volunteer Lawyers Program			
Supplier Payment	EFT	EFT-00108861	7/15/2021	10,194.30	T2 Systems Inc - Remit-To: T2- Atlanta			
Supplier Payment	EFT	EFT-00108862	7/15/2021	1,732.72	RELX Inc. - Remit-To: LexisNexis - Chicago			
Supplier Payment	EFT	EFT-00108863	7/15/2021	103,672.33	Operations Management International Inc			
Supplier Payment	EFT	EFT-00108864	7/15/2021	24,866.40	Toole Design Group, LLC			
Supplier Payment	EFT	EFT-00108865	7/15/2021	3,694.19	YWCA Clark County			

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>		
Supplier Payment	EFT	EFT-00108866	7/15/2021	1,483.24	State of Washington Consolidated Technology Services			
Supplier Payment	EFT	EFT-00108867	7/15/2021	71,382.39	Sea Mar Community Health Center			
Supplier Payment	EFT	EFT-00108868	7/15/2021	14,511.66	Consolidated Supply Co			
Supplier Payment	EFT	EFT-00108869	7/15/2021	31,367.63	Outsiderinn.org			
Supplier Payment	EFT	EFT-00108870	7/15/2021	7,200.00	Avolve Software Corp			
Supplier Payment	EFT	EFT-00108871	7/15/2021	5,129.19	Vancouvercenter Condominium Association			
Supplier Payment	EFT	EFT-00108872	7/15/2021	10,574.25	Otak Inc			
Supplier Payment	EFT	EFT-00108873	7/15/2021	2,066.00	Rotschy Inc			
Supplier Payment	Check	23632	7/14/2021	2,962.28	Genuine Parts Company			
Ad Hoc Payment	Check	23633	7/14/2021	145.37	Alison Gadbaugh	Utility Refunds: 0500001383-02		
Ad Hoc Payment	Check	23634	7/14/2021	189.35	Alison L and David J Gadbaugh	Utility Refunds: 0500001383-02		
Ad Hoc Payment	Check	23635	7/14/2021	308.17	Anders,Kenzee and Ryan	Utility Refunds: 0500002106-02		
Ad Hoc Payment	Check	23636	7/14/2021	483.45	ANGELA AND JONATHAN OHMANN	Utility Refunds: 0118030750-03		
Ad Hoc Payment	Check	23637	7/14/2021	58.40	ANGELA WILLIAMS	MPE-292638		
Ad Hoc Payment	Check	23638	7/14/2021	38.71	Anita Dell Drake	Refund Permit COV10082		
Ad Hoc Payment	Check	23639	7/14/2021	31.52	Anne Ngoc Anh Nguyen, Trustee	Utility Refunds: 0157021400-01		
Ad Hoc Payment	Check	23640	7/14/2021	73.18	Ashley C Goncalves	Utility Refunds: 0112011028-02		
Ad Hoc Payment	Check	23641	7/14/2021	59.51	ATI Plumbing, Inc	MPE-303760		
Ad Hoc Payment	Check	23642	7/14/2021	375.00	Aurora Soto	Event Cancellation - Permit #R7162		
Ad Hoc Payment	Check	23643	7/14/2021	92.47	Barber,Jeffrey and Cynthia	Utility Refunds: 0114008218-02		
Ad Hoc Payment	Check	23644	7/14/2021	270.00	BENJAMIN J. AND SHANNON SCHULTZ	Utility Refunds: 0074088108-02		
Ad Hoc Payment	Check	23645	7/14/2021	254.00	Brian L and Jeannette Ferguson	Utility Refunds: 0026024000-04		
Ad Hoc Payment	Check	23646	7/14/2021	76.26	Brook Chapman	MPE-302428		
Ad Hoc Payment	Check	23647	7/14/2021	455.95	Bryon Goudge and Debbie Reilly	Utility Refunds: 0125001300-03		
Ad Hoc Payment	Check	23648	7/14/2021	194.19	Callie Armstrong	Refund permit COV09164		
Ad Hoc Payment	Check	23649	7/14/2021	48.44	Cascade West Development INC	Utility Refunds: 0500004414-01		
Ad Hoc Payment	Check	23650	7/14/2021	56.70	Charles V Roll	Utility Refunds: 0108002485-02		
Ad Hoc Payment	Check	23651	7/14/2021	100.00	Columbia Machine	Refund Alarm billing acct 14447 Inv 99441859		
Ad Hoc Payment	Check	23652	7/14/2021	189.00	Constance Boskind, Trustee Houseman Properties	Utility Refunds: 0107002200-02 Consolidated refund created from multiple refunds		
Ad Hoc Payment	Check	23653	7/14/2021	191.00	Debra Mcenry	Utility Refunds: 0084028100-22 Consolidated refund created from multiple refunds		
Ad Hoc Payment	Check	23654	7/14/2021	91.50	Diane Moore	Utility Refunds: 0009035000-03		
Ad Hoc Payment	Check	23655	7/14/2021	84.07	DR Horton INC-Portland	Utility Refunds: 0500004170-01		
Ad Hoc Payment	Check	23656	7/14/2021	150.52	D R Horton INC - Portland	Utility Refunds: 0500004227-01		
Ad Hoc Payment	Check	23657	7/14/2021	71.37	D R Horton INC - Portland	Utility Refunds: 0500004227-01		
Ad Hoc Payment	Check	23658	7/14/2021	23.81	Duda,Yaroslau and Dana	Utility Refunds: 0500002942-02		
Ad Hoc Payment	Check	23659	7/14/2021	225.48	Elizabeth Jaalen	Utility Refunds: 0118030710-01		
Ad Hoc Payment	Check	23660	7/14/2021	78.61	Elwood,Rodney and Shawnya	Utility Refunds: 0127010900-02		
Ad Hoc Payment	Check	23661	7/14/2021	64.60	Gail Moore	Utility Refunds: 0026014400-05		
Ad Hoc Payment	Check	23662	7/14/2021	40.48	Gavin D Owens	Utility Refunds: 0138002410-08		

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>		
Ad Hoc Payment	Check	23663	7/14/2021	60.51	Haskin Electric Inc	MPE-301852		
Ad Hoc Payment	Check	23664	7/14/2021	154.37	Hess, Virginia	Utility Refunds: 0149001432-01		
Ad Hoc Payment	Check	23665	7/14/2021	180.23	Invest West Management LLC	Utility Refunds: 0123003043-01		
Ad Hoc Payment	Check	23666	7/14/2021	50.00	JACLYN WERNER	VOUCHER 2008421.058		
Ad Hoc Payment	Check	23667	7/14/2021	59.51	Jeffery Kohne	MPE-300633		
Ad Hoc Payment	Check	23668	7/14/2021	131.41	Jerrold McLaughlin	Utility Refunds: 0153000116-02		
Ad Hoc Payment	Check	23669	7/14/2021	13.97	John and Karen Wildenberg	Utility Refunds: 0107009002-01		
Ad Hoc Payment	Check	23670	7/14/2021	49.40	JULIANNE DOUGLAS	VOUCHER 2008415.058		
Ad Hoc Payment	Check	23671	7/14/2021	98.96	Julie M and Craig M Parsons	Utility Refunds: 0046023900-01		
Ad Hoc Payment	Check	23672	7/14/2021	25.52	Kevin and Rosemary Grosz	Utility Refunds: 0000008937-03		
Ad Hoc Payment	Check	23673	7/14/2021	40.31	LEE, MICHELLE	Utility Refunds: 0126000726-03		
Ad Hoc Payment	Check	23674	7/14/2021	134.68	Leona Lasher	RES-302324		
Ad Hoc Payment	Check	23675	7/14/2021	420.00	Leonard Duncan	Refund parking permit pd 3 times online		
Ad Hoc Payment	Check	23676	7/14/2021	59.51	Lori Wingate	MPE-294112		
Ad Hoc Payment	Check	23677	7/14/2021	47.35	Lukasz Omilianowicz	Utility Refunds: 0128242660-03		
Ad Hoc Payment	Check	23678	7/14/2021	257.00	Maddox, Anastasia and Steve	Utility Refunds: 0150006012-05		
Ad Hoc Payment	Check	23679	7/14/2021	1,476.63	Malarie Isas RUSSELL SQUARE CO.	CMI-303593		
Ad Hoc Payment	Check	23680	7/14/2021	250.00	MARIO TREJO	VOUCHER 2008431.058		
Ad Hoc Payment	Check	23681	7/14/2021	157.34	Mary Talbitzer, Trustee	Utility Refunds: 0128543520-04		
Ad Hoc Payment	Check	23682	7/14/2021	50.00	OLENA MASKEYVYCH	VOUCHER 2008418.058		
Ad Hoc Payment	Check	23683	7/14/2021	147.27	Pamela Shedd	Utility Refunds: 0116018600-04 Consolidated refund created from multiple refunds		
Ad Hoc Payment	Check	23684	7/14/2021	100.00	PCS	Refund CivicGov Acct 509161 Inv 77010017 Christine Valle		
Ad Hoc Payment	Check	23685	7/14/2021	8.22	PCS	Refund Alarm Billing Acct 17033 Inv 99403580 and 99408763 Torrey, John and Phyllis		
Ad Hoc Payment	Check	23686	7/14/2021	20.00	PCS	Refund Alarm Billing Acct 941 Inv 99432895 AMTRAK		
Ad Hoc Payment	Check	23687	7/14/2021	245.28	Pedrazas, Jennifer and Daniel	Utility Refunds: 0131027092-04		
Ad Hoc Payment	Check	23688	7/14/2021	96.68	Posey, Joseph and Jennifer	Utility Refunds: 0127009200-03		
Ad Hoc Payment	Check	23689	7/14/2021	90.28	Randall and Leah C Roper	Utility Refunds: 0037053100-01		
Ad Hoc Payment	Check	23690	7/14/2021	64.70	Ratcliffe, Gerald and Lynnette	Utility Refunds: 0126000132-02		
Ad Hoc Payment	Check	23691	7/14/2021	101.56	Richard Thompson	Utility Refunds: 0159026200-03		
Ad Hoc Payment	Check	23692	7/14/2021	176.88	Ruth Shefchek	Utility Refunds: 0124001060-01 Consolidated refund created from multiple refunds		
Ad Hoc Payment	Check	23693	7/14/2021	274.93	Sarah E Taylor and Samuel J Biornstad	Utility Refunds: 0108003460-08		
Ad Hoc Payment	Check	23694	7/14/2021	7,843.77	SHAW, ANNE	Utility Refunds: 0051093101-00		
Ad Hoc Payment	Check	23695	7/14/2021	51.88	Sipe, Brock and Reevea	Utility Refunds: 0158002070-02		
Ad Hoc Payment	Check	23696	7/14/2021	31.53	Sun Mook and Young Boon Jhee	Utility Refunds: 0500002760-01		
Ad Hoc Payment	Check	23697	7/14/2021	210.00	Terry, Alice and Michael	Utility Refunds: 0147013400-04		
Ad Hoc Payment	Check	23698	7/14/2021	97.00	The Barton Family Trust	Utility Refunds: 0111010038-02 Consolidated refund created from multiple refunds		

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Ad Hoc Payment	Check	23699	7/14/2021	57.04	THE STAMBAUGH REVOCABLE LIVING TRUST	Utility Refunds: 0000006099-02		
Ad Hoc Payment	Check	23700	7/14/2021	55.74	Timothy Fox	Utility Refunds: 0087056700-03		
Ad Hoc Payment	Check	23701	7/14/2021	357.20	Total Mechanical Inc.	MPE-304040		
Ad Hoc Payment	Check	23702	7/14/2021	44.00	Total Wine & More	Refund - CivicGov - Total Wine & More - 2017 ITM		
Ad Hoc Payment	Check	23703	7/14/2021	105.00	Ursula G Henderson	Utility Refunds: 0111043336-04 Consolidated refund created from multiple refunds		
Ad Hoc Payment	Check	23704	7/14/2021	20.00	Willamette Valley Bank	Refund Alarm Billing Acct 18990 Inv 99430031		
Ad Hoc Payment	Check	23705	7/14/2021	82.13	WILLIAMS,VANESSA	Utility Refunds: 0083010251-06		
Ad Hoc Payment	Check	23706	7/14/2021	61.99	WOLLNICK,ROBERT	Utility Refunds: 0063079040-10		
Ad Hoc Payment	Check	23707	7/14/2021	180.64	Yaroslau Duda	Utility Refunds: 0500002942-02		
Supplier Payment	Check	23708	7/14/2021	850.00	3 Kings Environmental Inc			
Supplier Payment	Check	23709	7/14/2021	5,602.50	Action Onsite Inc			
Supplier Payment	Check	23710	7/14/2021	18,296.36	Action Technology Systems			
Supplier Payment	Check	23711	7/14/2021	151,588.16	Advanced Excavating Specialists LLC			
Supplier Payment	Check	23712	7/14/2021	7,769.04	Albina Holdings Inc			
Supplier Payment	Check	23713	7/14/2021	589.16	A-Line Asphalt Maintenance Inc			
Supplier Payment	Check	23714	7/14/2021	33,689.69	Allegiance Benefit Plan Management Inc			
Supplier Payment	Check	23715	7/14/2021	13,320.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta			
Supplier Payment	Check	23716	7/14/2021	60.00	American Sani-Can			
Supplier Payment	Check	23717	7/14/2021	141.81	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena			
Supplier Payment	Check	23718	7/14/2021	7,475.66	Arborscape Ltd Inc			
Supplier Payment	Check	23719	7/14/2021	84.54	AT & T Mobility II LLC			
Supplier Payment	Check	23720	7/14/2021	91,212.10	Bud Clary Chevrolet, Cadillac Inc			
Supplier Payment	Check	23721	7/14/2021	1,652.52	Cellco Partnership - Remit-To: Cellco - Dallas			
Supplier Payment	Check	23722	7/14/2021	7,541.91	CFM Strategic Communications Inc			
Supplier Payment	Check	23723	7/14/2021	80,522.72	CH2M Hill Engineers Inc			
Supplier Payment	Check	23724	7/14/2021	168.80	Chicago Title Company of WA			
Supplier Payment	Check	23725	7/14/2021	517.00	City of Vancouver - Remit-To: COV Main			
Supplier Payment	Check	23726	7/14/2021	7,162.25	Clark County			
Supplier Payment	Check	23727	7/14/2021	825.98	Clark Public Utility District No. 1			
Supplier Payment	Check	23728	7/14/2021	4,420.97	Columbia Resource Company			
Supplier Payment	Check	23729	7/14/2021	25,000.00	Columbia River Economic Development Council Inc			
Supplier Payment	Check	23730	7/14/2021	15,000.00	Columbia Springs			
Supplier Payment	Check	23731	7/14/2021	151.11	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry			

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Supplier Payment	Check	23732	7/14/2021	109.92	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry			
Supplier Payment	Check	23733	7/14/2021	114.92	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry			
Supplier Payment	Check	23734	7/14/2021	241.11	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry			
Supplier Payment	Check	23735	7/14/2021	109.92	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry			
Supplier Payment	Check	23736	7/14/2021	7,125.81	Copiers Northwest			
Supplier Payment	Check	23737	7/14/2021	462.17	CUES Inc - Remit-To: CUES Inc - Cincinnati			
Supplier Payment	Check	23738	7/14/2021	3,261.10	CyberSource Corporation - Remit-To: CyberSource - Los Angeles			
Supplier Payment	Check	23739	7/14/2021	3,042.98	D&H Flagging			
Supplier Payment	Check	23740	7/14/2021	591.50	Davis Wright Tremaine LLP			
Supplier Payment	Check	23741	7/14/2021	57,089.81	Del Sol Inc			
Supplier Payment	Check	23742	7/14/2021	3,840.99	Distinctive Landscape LLC			
Supplier Payment	Check	23743	7/14/2021	860.02	DKS Associates Inc			
Supplier Payment	Check	23744	7/14/2021	150.00	Dominic Hunter			
Supplier Payment	Check	23745	7/14/2021	750.00	EMS Technology Solutions LLC			
Supplier Payment	Check	23746	7/14/2021	345.65	Eric Atwell			
Supplier Payment	Check	23747	7/14/2021	1,586.25	Eric Thomas Lanciault			
Supplier Payment	Check	23748	7/14/2021	850.00	Examworks Inc			
Supplier Payment	Check	23749	7/14/2021	2,315.80	Ferguson Enterprises - Remit-To: Ferguson - Dallas			
Supplier Payment	Check	23750	7/14/2021	2,866.50	Foster Garvey PC			
Supplier Payment	Check	23751	7/14/2021	7,060.00	Gallagher Bassett Services Inc			
Supplier Payment	Check	23752	7/14/2021	3,622.68	Gordon Truck Centers			
Supplier Payment	Check	23753	7/14/2021	509.10	Gray & Osborne Inc			
Supplier Payment	Check	23754	7/14/2021	7,838.00	H&H Wood Recyclers			
Supplier Payment	Check	23755	7/14/2021	277,962.84	Halbert Construction Services LLC			
Supplier Payment	Check	23756	7/14/2021	10,622.48	Harper Houf Peterson Righellis Inc			
Supplier Payment	Check	23757	7/14/2021	157,451.00	HCI Industrial & Marine Coatings Inc			
Supplier Payment	Check	23758	7/14/2021	173.00	Icon Investigations Inc			
Supplier Payment	Check	23759	7/14/2021	381.01	Iron Mountain Inc - Remit-To: Iron Mountain - New York			
Supplier Payment	Check	23760	7/14/2021	1,464.75	Jamestown Networks			
Supplier Payment	Check	23761	7/14/2021	12,636.52	Kittelson & Associates Inc			
Supplier Payment	Check	23762	7/14/2021	27.72	Kronos Incorporated - Remit-To: Atlanta			

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Supplier Payment	Check	23763	7/14/2021	1,085.00	Kurita America Inc - Remit-To: US Water - Minneapolis			
Supplier Payment	Check	23764	7/14/2021	74,590.29	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle			
Supplier Payment	Check	23765	7/14/2021	4,454.90	LSW Architects PC			
Supplier Payment	Check	23766	7/14/2021	70,255.09	Mackenzie Engineering Inc			
Supplier Payment	Check	23767	7/14/2021	146.48	Mark IV Enterprises Inc			
Supplier Payment	Check	23768	7/14/2021	27,716.33	Mather and Sons Pump Service Inc			
Supplier Payment	Check	23769	7/14/2021	840.95	McFarlanes Bark Inc			
Supplier Payment	Check	23770	7/14/2021	1,290.00	Michael Vernon Tom			
Supplier Payment	Check	23771	7/14/2021	15,772.44	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago			
Supplier Payment	Check	23772	7/14/2021	311.88	Northwest Cascade Inc			
Supplier Payment	Check	23773	7/14/2021	7,050.17	Northwest Natural Gas Company - Remit-To: NW Natural - Portland			
Supplier Payment	Check	23774	7/14/2021	36,238.57	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland			
Supplier Payment	Check	23775	7/14/2021	4,693.34	Passport Labs Inc. - Remit-To: Passport Labs Inc			
Supplier Payment	Check	23776	7/14/2021	5,398.87	Pitney Bowes Inc			
Supplier Payment	Check	23777	7/14/2021	37,645.93	PPC Solutions Inc			
Supplier Payment	Check	23778	7/14/2021	6,515.14	Precor Commercial Fitness			
Supplier Payment	Check	23779	7/14/2021	280.00	Public Safety Testing Inc			
Supplier Payment	Check	23780	7/14/2021	818.83	Quadiant, Inc - Remit-To: Neopost USA Inc			
Supplier Payment	Check	23781	7/14/2021	252.92	Qwest Corp - Remit-To: Qwest Corp- Seattle			
Supplier Payment	Check	23782	7/14/2021	650.45	Rentokil North America Inc			
Supplier Payment	Check	23783	7/14/2021	1,390.40	Roth Staffing Companies LP - Remit-To: Ultimate Staffing Services			
Supplier Payment	Check	23784	7/14/2021	1,047.46	San Diego Police Equipment Co Inc			
Supplier Payment	Check	23785	7/14/2021	15.61	Shred It USA LLC			
Supplier Payment	Check	23786	7/14/2021	3,240.00	SMATS Traffic Solutions Incorporated			
Supplier Payment	Check	23787	7/14/2021	1,932.71	Software House International SHI - Remit-To: SHI - Dallas			
Supplier Payment	Check	23788	7/14/2021	20,212.74	Southwest Clean Air Agency			
Supplier Payment	Check	23789	7/14/2021	33,310.00	Southwest Washington Humane Society			
Supplier Payment	Check	23790	7/14/2021	6.62	State of Oregon Department of Transportation - Remit-To: OR DMV - Salem			

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Supplier Payment	Check	23791	7/14/2021	508.60	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit			
Supplier Payment	Check	23792	7/14/2021	17,905.62	State of Washington Department of Natural Resources - Remit-To: Dept of Natural Resources - Box 47041			
Supplier Payment	Check	23793	7/14/2021	1,926.25	State of Washington State Patrol			
Supplier Payment	Check	23794	7/14/2021	159.81	Stericycle Inc			
Supplier Payment	Check	23795	7/14/2021	2,100.00	Synarchy Science LLC			
Supplier Payment	Check	23796	7/14/2021	1,000.00	Talx UCM Services Inc			
Supplier Payment	Check	23797	7/14/2021	25,601.28	The Salvation Army			
Supplier Payment	Check	23798	7/14/2021	2,025.00	TRC Environmental Corp - Remit-To: TRC - Pittsburgh			
Supplier Payment	Check	23799	7/14/2021	637.44	Triple J Enterprises			
Supplier Payment	Check	23800	7/14/2021	17.54	United Parcel Service			
Supplier Payment	Check	23801	7/14/2021	281.43	US Bank National Association - Remit-To: Voyager Fleet Systems Inc			
Supplier Payment	Check	23802	7/14/2021	56,961.25	Vancouver USA Regional Tourism Office			
Supplier Payment	Check	23803	7/14/2021	3,442.00	Washington State Criminal Justice Training Commission - Remit-To: Criminal Justice Training Commission - Olympia			
Supplier Payment	Check	23804	7/14/2021	7,294.37	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver			
Supplier Payment	Check	23805	7/14/2021	447.89	Western Water Works Supply Co Inc			
Supplier Payment	Check	23806	7/14/2021	10,980.75	Williams Kastner & Gibbs PLLC - Remit-To: Williams Kastner - Seattle			
Supplier Payment	Check	23807	7/14/2021	178.09	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland			
Supplier Payment	Check	23808	7/14/2021	5,253.00	Yakima County			
Supplier Payment	Check	23809	7/14/2021	2,282.68	Zayo Group Holding Inc - Remit-To: Zayo Group Holding Inc			
Supplier Payment	Check	23810	7/14/2021	437,495.89	Clark Public Utility District No. 1			
Supplier Payment	Check	23811	7/14/2021	34,388.54	Life Insurance Company of North America			
Supplier Payment	Check	23812	7/14/2021	17,596.01	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver			
Customer Refund	Check	23813	7/14/2021	525.00	COLUMBIA RIVER INSURANCE	Overpayment		

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			SUBTOTAL	5,071,854.37				
Hansen			7/19/2021	10,037.90	City Payments	Posted 7-13 thru 7-19-21		
			SUBTOTAL	10,037.90				
Visa			7/19/2021	2772.00	Miscellaneous	Parks Class Refunds - FCC 7-13 thru 7-19-21		
Visa			7/19/2021	1166.52	Miscellaneous	Parks Class Refunds - MCC 7-13 thru 7-19-21		
Visa			7/19/2021	0.00	Miscellaneous	Parks Class Refunds - Special Events 7-13 thru 7-19-21		
Visa			7/19/2021	0.00	Miscellaneous	Parks Class Refunds - WREC 7-13 thru 7-19-21		
			SUBTOTAL	3938.52				
			TOTAL	5,085,830.79				

City of Vancouver
Payroll Council Report
July 13, 2021 - July 19, 2021

Check No.	Date	Explanation	Amount
3142	07/12/21	Replacement Check for NACHA Return Gabby Warta	\$ 523.25
3143	07/12/21	Replacement Check for NACHA Return Simon Martin	\$ 574.24
n/a	07/09/21	NACHA return Gabby Warta	\$ (523.25)
n/a	07/09/21	NACHA return Simon Marta	\$ (574.24)

\$ -



Staff Report 112-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/26/2021

SUBJECT I-5 Bridge Replacement Project - Resolution Stating City of Vancouver Desired Outcomes

Key Points

- The Interstate 5 Bridge Replacement Program (IBRP) is a bi-state program to enhance safety and mobility on and to the Interstate 5 corridor in the Portland-Vancouver region.
- Technical analyses and development of screening criteria to determine a preferred design option that meets the program's federally defined purpose and need are underway.
- A preferred design option is scheduled to be developed by spring 2022.
- A Resolution stating the City of Vancouver's desired outcomes through the IBRP has been drafted for Council's consideration. The intent of the Resolution is to define the City's desired outcomes as screening criteria and design options are developed.

Strategic Plan Alignment

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

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

Present Situation

Studies to enhance safety and mobility on and to the Interstate 5 corridor in the Portland-Vancouver region through design that addresses seismic resiliency, congestion relief, and better multimodal access have been conducted over the past two decades. From 2005 to 2014, the Columbia River Crossing (CRC) program identified several alternatives for safe bicycle, pedestrian, roadway, and transit improvements. The CRC program was closed out in 2014 due to lack of funding commitments. Following close-out of the CRC, regional partners proposed revisiting improvements to address identified needs. Vancouver City Council adopted Resolution

M-3975 on August 6, 2018, in support of this effort.

In 2019 a Memorandum of Intent was signed by Oregon and Washington Governors Brown and Inslee and a bi-state legislative committee was established to provide guidance and oversight on an Interstate 5 Bridge Replacement Program (IBRP). The Program, led by the Oregon and Washington state departments of transportation, is charged with developing options for improvements that account for identified safety and mobility needs plus environmental and demographic changes since the CRC program.

To date the IBRP has established advisory committees and groups comprised of legislative and elected leaders from Oregon and Washington, community members, equity-focused leaders, and planning and technical staff. These groups are currently engaged in the planning and environmental phase of the program. Options to address identified needs will be developed over the next 8-10 months, with a goal to identify a preferred alternative for improvements by spring 2022. Final design is scheduled for 2022 - 2024 with construction beginning in 2025.

Staff has presented updates periodically since 2019 to Council on progress of the IBRP. On June 21 and July 12, 2021, staff presented a list of potential desired outcomes for the City of Vancouver from the IBRP. At the June workshop staff presented a list of potential desired outcomes based on prior discussions that happened during the Columbia River Crossing program as well as subsequent City initiatives and programs aiming to enhance community assets and livability. Based on feedback from the June workshop, a draft Resolution was created for Council review and discussion at the July 12 workshop.

During the July 12 workshop Council expressed general support for the draft Resolution with some revisions. Two primary issues discussed as needing further definition in the Resolution center on tolling and the number of travel lanes to be defined in the program's design options.

With regard to tolling, the draft Resolution presented on July 12 stated one potential desired outcome as *"Incorporate a variety of transportation demand management measures, including tolling..."*. During discussion, Council conveyed that transportation demand management and tolling could mean different things and asked for clarification around different types of tolling programs and the intent for tolling within the IBR program. In follow-up conversation with IBRP staff, it was verified that the intent of the IBRP is to implement tolling to pay back the cost of constructing IBRP elements. Attachment A outlines some of the tolling strategies that could be implemented for this purpose. Attachment B, an updated draft Resolution, aims to address this issue with revised text in Section 3 that notes that tolls implemented through the IBRP are intended to fund construction of the replacement bridge and associated elements.

As noted above, a second issue discussed during the July 12 workshop was the number of travel lanes to be included in a design solution. The selected alternative for the Columbia River Crossing program included three through travel lanes each direction for the full length of the Interstate 5 corridor within the program area. In portions of the corridor two additional auxiliary lanes per direction were also included. Based on traffic analyses, three through lanes each direction were required in order to provide adequate capacity and minimize congestion for projected travel demand and are reflected in current regional transportation system plans. The additional auxiliary lanes were included to meet the Program's Purpose and Need. Auxiliary lanes provide safety and operational benefits by reducing weaving and merging movements that would otherwise happen in through travel lanes, which supports more efficient movement of people,

freight, and goods.

Updated traffic, land use, and socio-demographic data will inform development of IBRP design options. That process will include modeling the number of lanes required for the roadway network to safely and adequately function. Based on this, staff recommends Council consider the following new language be added to Section 3 ("Mobility") of the draft desired outcomes Resolution: *"Include three through travel lanes per direction and auxiliary lanes as determined to be warranted for safe and adequate functioning through updated analyses."*

There were additional items raised by Council members during the workshop that have also been addressed in an updated version of the draft Resolution (Attachment B).

Advantage(s)

1. The IBRP implements goals identified in the City's Strategic Plan, Comprehensive Plan, Transportation System Plan, and Vancouver City Center Vision.
2. A Resolution stating the City's desired outcomes through the IBRP establishes a framework for City engagement in this project that addresses Council and community priorities and also meets the program's Purpose and Need.
3. The last formal Council articulation regarding a program to upgrade the Interstate 5 corridor and associated elements was Resolution M-3975, which identified high level goals related to replacing the bridge and including transit in a dedicated guideway. The Resolution stating the City's desired outcomes provides additional formal policy guidance on desired outcomes in support of City participation in the IBR program broadly, and specifically in the development of screening criteria and associated design options.

Disadvantage(s)

None

Budget Impact

While there are no direct budget impacts associated with action on this resolution, staff is negotiating an interlocal agreement with the IBRP office that will provide financial support for the City's capacity to participate in the project development. This agreement will be presented to Council at a future meeting for consideration.

Prior Council Review

- June 21, 2021 Council workshop
- July 12, 2021 Council review under Communications

Action Requested

Adopt a resolution stating the City of Vancouver's desired outcomes from the Interstate 5 Bridge Replacement Project.

Katherine Kelly, Senior Policy Advisor, 360-487-7947

ATTACHMENTS:

- ▣ A. Tolling and Congestion Management Overview
- ▣ B. Updated Draft Resolution

ATTACHMENT A: Tolling and Congestion Management Overview

Overview

“Tolling” is a term that refers to a direct fee for using a facility. Revenue from tolling can be used for construction and/or to manage congestion. There are several types of programs and terminologies that are often used interchangeably when referring to tolling. The following is a high-level overview of some of the terms used and their intended uses:

Tolling for Construction:

Title 23, Section 129 General Tolling Program of the United States Code contains laws related to toll roads, tunnels, bridges and ferries, and provides authority for tolling of federal aid highways in conjunction with new construction or other improvements to those highways. Revenues from tolling can be used for the following purposes: Revenue is used to fund:

- Building a new road, bridge, or tunnel
- Adding lanes to existing roads, bridges, or tunnels
- Reconstructing a road, bridge, or tunnel
- Improving existing facilities that are already tolled.

Often, tolling fees for construction terminate when debt for construction is repaid. Tolls can be implemented through different strategies that are often referred to as **“Congestion Tolling”** and/or **“Congestion Pricing”**, such as:

- Value pricing – a Federal Highways Administration pilot program that provides transportation agencies authority to charge drivers on congested roadways typically during peak travel periods. This is authorized under FHWA’s Value Pricing Pilot Program and is limited to 15 slots nationally.
- Variable rate pricing – fees adjust dynamically based on the volume of traffic on a roadway
- Flat/fixed rate pricing – fees are static and do not change.

The following are additional congestion pricing strategies that typically do not fund construction:

- Cordon pricing – drivers pay to enter an area (typically a core downtown/business area)
- Corridor pricing – drivers pay a fee to drive on a particular section of road, bridge, or highway
- Parking pricing – drivers pay to park in designated areas
- Vehicle miles traveled fee – drivers pay for every mile they travel
- High Occupancy Toll (HOT) lanes – allows drivers to pay a toll to use a high-occupancy vehicle (HOV) lane regardless of the number of passengers in the vehicle.

July 26, 2021

RESOLUTION NO. _____

A RESOLUTION supporting the replacement of the Interstate 5 Bridge between the State of Washington and State of Oregon, guided by the principles herein.

WHEREAS, Interstate 5 is a corridor of national significance that serves the entire west coast of the United States, as well as international commerce with Canada, Mexico, and all of the countries of the Pacific Rim that access US west coast seaports; and

WHEREAS, the Interstate 5 Bridge is a key economic connector to two major ports and much of the industrial land in the Vancouver-Portland Metropolitan Region; and

WHEREAS, Interstate 5 between Vancouver, Washington and Portland, Oregon experiences some of the most severe congestion along the entire length of the Interstate 5 corridor, especially during the daily commuting periods, affecting travel time reliability and hindering the efficient movement of people, freight, goods, and services; and

WHEREAS, the existing Interstate 5 bridges are functionally obsolete and do not meet current seismic standards, and in their current condition will hinder regional emergency response and recovery from a major seismic event; and

WHEREAS, frequent crashes on the corridor and on the Bridge affect public safety; and

WHEREAS, bicycle and pedestrian facilities on the Bridge are unsafe and do not meet Americans with Disabilities Act standards; and

WHEREAS, existing bi-state public transit service is inadequate to meet demand, and existing service operates in mixed-traffic, which has significant negative impacts on performance and operational outcomes; and

WHEREAS, high capacity transit in a dedicated guideway does not currently connect Vancouver and Portland, and high capacity transit with a dedicated guideway would provide greatly improved transit service with much better schedule reliability and service than mixed-traffic operation and support existing and planned land uses; and

WHEREAS, replacement of the Interstate 5 Bridge is needed to support critical trade routes, address congestion, improve safety, and provide transportation choices; and

WHEREAS, the City of Vancouver adopted Resolution M-3975 on August 6, 2018, in support of planning, design, and construction of an Interstate 5 replacement bridge, high capacity transit with a dedicated guideway, and a multimodal approach to enhance regional travel needs;

WHEREAS, a Memorandum of Intent was signed by Oregon and Washington Governors Brown and Inslee on November 18, 2018 to formally kick off joint efforts between the two states to replace the Interstate 5 Bridge;

WHEREAS, a program called the Interstate Bridge Replacements Program (IBRP) to plan, design, and construct the Interstate 5 Bridge across the Columbia River including associated multimodal and urban design enhancements was begun in 2018 by an Oregon-Washington Bi-State Legislative Committee; and

WHEREAS, the IBRP is now in the planning and environmental phase with development of a Locally Preferred Alternative anticipated for consideration in Spring of 2022; and

WHEREAS, the City of Vancouver has identified livability, equity and inclusion, safety, innovation, sustainability and resiliency, connectivity, aesthetics, and community trust and relationships as guiding principles for the IBRP program; and

WHEREAS, the City of Vancouver, as an IBRP partner agency, shall guide and influence development of design options in a timely manner and within the framework of identified principle values;

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

The City of Vancouver City Council supports IBRP design options with outcomes that:

- a. Meet or exceed climate and equity goals as defined by the city, region, and IBRP advisory groups during all phases of the program; and

Section 1 - The Built Environment.

- b. Construct the bridge and all related structures to be resilient in the event of a Cascadia Seismic event
- c. Support efforts to make current and future Downtown Vancouver a thriving and attractive place to live, work, and visit within the greater Portland-Vancouver region
- d. Improve connectivity for all users among key downtown and Historic Reserve destinations to support economic vitality and placemaking opportunities
- e. Extend Main Street to the Vancouver waterfront and identify additional opportunities to reconnect other local roadways within the bridge influence area
- f. Improve access to transit for all users
- g. Improve access and connectivity throughout local bikeway, roadway, and sidewalk systems
- h. Improve multimodal access and connectivity to, from, and across the Interstate 5 regional highway system to Downtown Vancouver and the Historic Reserve area

- i. Include a dedicated guideway for transit that accommodates multiple high capacity transit modes and is designed to serve both current and future transit needs as the region grows
- j. Replace and/or upgrade subsurface City assets where appropriate to support new infrastructure, and

Section 2 - Urban Design.

- k. Prioritize the movement of people, freight, and goods
- l. Emphasize and center human and natural systems
- m. Integrate and recognize the IBRP area's history, especially that of Indigenous Peoples
- n. Better connect the west side of Interstate 5, the City's core downtown area, with the east side of Interstate 5, the City's Historic Reserve area, via a lid or some other public open space over Interstate 5 south of Evergreen Street connecting Library Square to the Historic Reserve
- o. Create new public open spaces under the bridge that serve the region's diverse and growing community, connect Vancouver's waterfront, and integrate with existing and forthcoming open space investments
- p. Establish continuity and integration of design associated with transit improvements that complement existing and future downtown transit investments
- q. Integrate new aesthetic features to amplify Vancouver and associated bridge improvement elements as landmark destinations, and

Section 3 - Mobility.

- r. Focus on efficient, connected, and safe movement of people, freight, and goods
- s. Provide more reliable travel for all modes and all users

- t. Reduce overall Interstate 5 bridge congestion and length of peak congestion periods including no lift span on the bridge
- u. Reduce peak period impacts on the local road system
- v. Reduce collisions on local roads leading to and within downtown
- w. Incorporate tolling to fund construction of the Bridge and associated elements
- x. Retain three through travel lanes on Interstate 5 in the Bridge Influence Area and, based on updated analyses, accompanying auxiliary lanes to support the Program's Purpose and Need; and

Section 4 - Construction and Ongoing Operations and Maintenance.

- y. Meet or exceed requirements to employ Minority, Women, and Disadvantaged Business Enterprise (WMDBE) firms
- z. Create opportunities for inter-generational wealth through workforce investment programs during planning, design, and construction phases of the program
- aa. Proactively mitigate construction impacts to Downtown Vancouver businesses
- bb. Efficiently manage post-construction operating and maintenance costs, and
- cc. Use climate smart construction materials built for existing and future types of transportation.

ADOPTED at a Regular Meeting of the Vancouver City Council this 26th day of July,
2021.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney