

Anne McEnery-Ogle, Mayor

Bart Hansen • Ty Stober • Erik Paulsen • Sarah J. Fox • Diana H. Perez • Kim D. Harless

June 26, 2023

WORKSHOPS

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

Workshops were conducted in person in the Council Chambers of City Hall. Members of the public were invited to view the meeting in person, via the live broadcast on www.cvtv.org and CVTV cable channels 23 or HD 323, or on the City's Facebook page, or www.facebook.com/VancouverUS.

View the CVTV video recording, including presentations and discussion, for workshops at:

https://www.cvtv.org/vid_link/35705?startStreamAt=0&stopStreamAt=6203

3:30-4:30 p.m. Vancouver Arts Hub

Stacey Donovan, Cultural Services Manager, 360-487-8630

Summary

Staff led Council through a discussion of the Vancouver Arts Hub.

4:30-5:30 p.m. Comprehensive Plan Update - Community Partnership Framework

Domenic Martinelli, Senior Planner, 360-487-7943

Summary

Staff led Council through a discussion of the Comprehensive Plan Update - Community Partnership.

Councilmember Hansen was absent from Workshops.

Councilmember Perez attended the workshops remotely.

COUNCIL DINNER / EXECUTIVE SESSION RE: REAL ESTATE DISPOSITION pursuant to RCW 42.30.110(1)(b)-(d) (1 HR)

Mayor McEnerny-Ogle announced that the Executive Session was canceled.

COUNCIL REGULAR MEETING

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

Vancouver City Council meeting minutes are a record of the action taken by Council. To view the CVTV video recording, including presentations, testimony and discussion, for this meeting please visit:

https://www.cvtv.org/vid_link/35735?startStreamAt=0&stopStreamAt=14185

Electronic audio recording of City Council meetings are kept on file in the office of the City Clerk for a period of six years.

Pledge of Allegiance

Call to Order and Roll Call

The regular meeting of the Vancouver City Council was called to order at 6:30 p.m. by Mayor McEnerny-Ogle. This meeting was conducted as a hybrid meeting, including both in person and remotely over video conference.

Present: Councilmembers Harless, Perez, Fox, Paulsen, Stober, and Mayor McEnerny-Ogle

Absent: Councilmember Hansen

Motion by Councilmember Stober, seconded by Councilmember Paulsen, and carried unanimously to excuse Councilmember Hansen.

Councilmember Perez attended remotely.

Approval of Minutes

Minutes - May 22, 2023

Motion by Councilmember Stober, seconded by Councilmember Perez, and carried unanimously to approve the meeting minutes of May 22, 2023.

Councilmember Fox abstained.

Proclamations: Pride Month; Recognition of Jim Moeller

Mayor McEnerny-Ogle read and presented a proclamation to Jessica Cole, President of PFLAG Southwest Washington, proclaiming June 2023 as Pride Month.

Mayor McEnerny-Ogle read and presented a proclamation to Fae Moeller, Jim Moeller's sister, recognizing Jim Moeller's years of civic and community services.

Community Communications

Mayor McEnerny-Ogle opened Community Communication and received testimony from the following community members regarding any matter on the agenda not scheduled for a Public Hearing:

- Corrie Kutkey, Vancouver
- Carter Maser, Vancouver
- Lindzy Staples, Vancouver
- Gerald Hatcher, Vancouver
- Adam Kravitz, Vancouver
- Jeff Nicholson, Vancouver
- Mary Cray, Vancouver
- Sean Philbrook, Vancouver
- Sarah Hanneken, Portland
- Marie Chappell, Vancouver
- Sandra Hungate, Vancouver
- Tim Crookham, Vancouver
- Tori Rehwaldt, Vancouver
- Keyla Bastardo, Vancouver
- Kathy Neary, Vancouver
- Molly Flanagan, Portland
- Amber Canavan, Portland
- Kimberlee Goheen Elbon, La Center, WA

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

Consent Agenda (Items 1-14)

Council requested items 4, 10, 11, and 12 be pulled for discussion.

Motion by Councilmember Paulsen, seconded by Councilmember Harless, and carried unanimously to approve items 1-3, 5-9, 13, and 14 on the Consent Agenda.

Motion by Councilmember Paulsen, seconded by Councilmember Harless, and carried unanimously to approve item 4 on the Consent Agenda.

Motion by Councilmember Fox, seconded by Councilmember Stober, and carried 5-1 to approve item 10 on the Consent Agenda.

Motion by Councilmember Fox, seconded by Councilmember Paulsen, and carried unanimously to approve item 11 on the Consent Agenda.

Motion by Councilmember Stober, seconded by Councilmember Paulsen, and carried unanimously to remand item 12 back to staff.

1. **Final Construction Acceptance of the NW Daniels Water Main Replacement - 39th to 46th St Project, per ITB #22-43**

Staff Report: 111-23

Halme Excavating, Incorporated of Battle Ground, Washington has completed construction of 1,876 feet of new ductile iron water main and installed new fire hydrants in Northwest Daniels Street from West 39th Street to the northern end past West 46th Street. The new main renews and improves the system integrity by replacing older pipelines that had become weak and brittle over time. Pavement restoration was completed to restore the roadway where utility work occurred.

The work was completed satisfactorily in accordance with the plans and specifications. Contract costs are summarized below:

TOTAL CONTRACT COSTS	
<i>Labor, Equipment and Material</i>	<i>\$434,895.37</i>
<i>Sales Tax</i>	<i>\$37,501.98</i>
<i>Total</i>	<i>\$472,397.35</i>
<i>Retainage</i>	<i>\$21,744.77</i>

The original bid amount was \$443,781.28 and the final amount is \$472,397.35 with a 6% increase in cost. The additional cost can be attributed to having to replace older mainline valves found within the project area that were broken and inoperable during construction.

This project fell below the threshold for an apprenticeship utilization goal.

Request: On June 12, 2023, accept the NW Daniels Water Main Replacement – 39th St to 46th St project as constructed by Halme Excavating, Inc. of Battle Ground, Washington, and authorize release of retainage in the amount of \$21,744.77, subject to receipt of all documentation required by law.

Michelle Henry, Senior Civil Engineer, 360-487-7155

Motion approved the request.

2. **Professional services agreements (PSAs) for on-call transportation engineering planning and design services**

Staff Report: 112-23

The City's Streets and Transportation division of Public Works has numerous projects identified in its six-year Transportation Improvement Program (TIP). The TIP projects vary in scope and timing with several of these projects being either large enough or containing elements specialized in nature that require design assistance to supplement current engineering, planning, and construction staff.

As a result, the City issued RFQ #17-23 for on-call transportation engineering planning and design services in February 2023 and received eleven responses in March 2023. Anticipated projects will likely come with a variety of funding sources but typically will be locally funding, so the contracts will allow the use of these services on

projects. Anticipated projects are the annual Neighborhood Traffic Safety projects, Active Transportation projects, Pavement Management projects (surface seals, overlays and associated curb ramp improvements), Mobility and Safety projects, Sidewalk Management Program projects, planning level designs, and other civil design project work as needed.

All proposing firms were evaluated for team qualifications, team experience, and approach to projects. After this evaluation, five consulting firms were selected for on-call professional services contracts. Streets and Transportation staff proposes to execute each contract for four years with an optional one-year extension (up to 5 years total).

Engineering Firm	Contract Amount
Conсор North America Inc.	\$1,500,000
Harper Houf Peterson Righellis Inc.	\$1,500,000
Kittelson & Associates, Inc	\$1,500,000
MacKay Sposito Inc.	\$1,500,000
PBS Engineering and Environmental Inc.	\$1,500,000

Utilizing on-call contracts for these projects allows the City flexibility in staffing projects during times of peak workload or where specialty services are required.

Request: Authorize the City Manager or his designee to execute Professional Service Agreements in an amount not to exceed \$1,500,000 each with Conсор North America Inc, Harper Houf Peterson Righellis Inc., Kittleson & Associates, MacKay Sposito Inc, and PBS Engineering and Environmental Inc., for transportation engineering planning and design services on an as-needed basis for four years with an optional one year extension. Council authorizes the City Manager to amend the contracts as needed to accomplish the objectives set forth above.

Ryan Miles, Engineering Program Manager, 360-487-7708

Motion approved the request.

3. **Award project to BCE Engineers a five (5) Year Contract, per RFQ # 22-23 Architectural Electrical Assessments and Services to include drawings and specifications for upgrades to City Buildings**

Staff Report: 113-23

On March 8, 2023, RFQ # 22-23 Architectural Electrical Assessments and Services was issued for solicitation for qualifications from architectural and electrical firms to assess city buildings for electrical upgrades for all electric and solar opportunities along with construction drawings and specifications for the upgrades.

Along with standard advertising, firms from the MRSC list, which included veteran-, minority-, and women-owned firms, were notified of the solicitation and requested their qualification statements.

On April 5, 2023, the city received four (4) qualification statements for the RFQ 22-23 Architect Electrical Assessment and Services project. The qualification statements were evaluated based on project approach and understanding, also capabilities and understanding.

BCE Engineers of Fife, Washington was selected to provide the building assessments.

Request: Authorize the City Manager or their designee to execute a professional services agreement with BCE Engineers for the services referenced above in a contract with a not-to-exceed amount of \$1,000,000.

Mike Shrum, Facilities Contract Services Supervisor, 360-487-8260

Motion approved the request.

4. Directing City Staff to negotiate and execute a Lease Agreement with Washington State Department of Transportation (WSDOT) for temporary establishment of a Safe Stay Community

Staff Report: 114-23

The most recent Point In Time Count found 672 individuals living unsheltered county-wide (up from 625 in 2022), however, at a recent ECHO meeting, Council for the Homeless reported 1151 individuals were on the shelter waitlist on that day. Based on a combination of that data and observational information from HART, law enforcement and other outreach, an estimated 500-600 individuals reside in tents or vehicles within the City of Vancouver, which poses significant health and safety risks to the individuals experiencing unsheltered homelessness, as well as the rest of the community and the environment. At this time, our community does not have an adequate supply of shelter or housing options to meet the growing need.

This Council has observed that many individuals who live outdoors on public property do so, not by choice, but due to a lack of financial means to afford adequate shelter. These individuals are adversely mentally and physically impacted by outdoor habitation. In December 2022, our community held a memorial service for 32 individuals connected to the local unhoused community, and 23 of those died while living unsheltered. There are currently 10 individuals on the 2023 memorial list, that we know of, who died while experiencing unsheltered homelessness.

Simultaneously, Council has also observed that the City's sensitive ecological areas are adversely impacted by adverse secondary impacts of outdoor habitation. The City's sensitive waterways, water treatment facilities, stormwater and wastewater facilities are particularly vulnerable to impacts of illegal dumping and improper disposal of human waste. Additionally, individuals living outdoors in greenways and wooded areas, who utilize fire as a source of heat, or to cook with, increase the potential for wildfire in those areas, particularly during our dry/summer months.

In an effort to reduce the aforementioned negative impacts of unsheltered homelessness, provide for greater safety, stability, and access to needed services for individuals experiencing unsheltered homelessness, and to remain in compliance with Martin v. Boise, staff has proposed, and this Council has approved, the establishment of city-sponsored Safe Stay Communities in designated areas. These Communities are managed and supported by contracted service providers who work to:

- ensure safety and sanitation within and immediately surrounding the designated Community,*
- assist Safe Stay Community residents with obtaining stability, accessing needed resources, and transitioning into a more permanent housing situation, and*
- proactively engage with the surrounding neighborhood(s) to mitigate potential negative impacts to the neighborhood, facilitate neighborhood participation and volunteer opportunities within the designated Community, and encourage*

participation in neighborhood/community events, neighborhood association meetings, etc. amongst Community residents.

City staff have established two Safe Stay Communities, both located on city-owned property, and are currently working to establish a third site on privately owned property downtown. While City Council is not legally required to approve agreements involving lease of land owned by others, members of this Council have expressed a desire to consider community feedback before directing City Staff to temporarily site Safe Stay Communities on land owned by individuals or entities other than the City of Vancouver. Given the ongoing need for additional Safe Stay Communities to meet the need of unhoused Vancouver residents, city staff continue to evaluate additional properties and have been in contact with WSDOT about the possibility of siting a Safe Stay Community on a portion of their property at 4611 Main St. Pursuant to City Code, Safe Stay Communities may be established as a temporary use for a 1-year term with up to two, 1-year extensions. (The total maximum duration allowed under City Code is three years, including all possible extensions.) If a Safe Stay Community is established at this location, a 1,000-foot buffer area would be automatically implemented prohibiting camping and outside habitation near the Safe Stay Community. (VMC 8.22.040(B)(1)). As a State agency that experiences a substantial amount of camping/outdoor habitation on their property, and without the capacity to provide meaningful services to those individuals, WSDOT is a very willing and supportive partner in this agreement. If approved, this will be the first agreement of its kind in the State of Washington, and WSDOT has expressed being hopeful that this kind of partnership can be replicated with other jurisdictions in the state.

Request: Direct City Staff to finalize negotiations and execute a Lease Agreement with Washington State Department of Transportation, and commence work temporarily establishing a Safe Stay Community pursuant to the terms of the Lease and applicable provisions of City Code.

Jamie Spinelli, Homeless Response Manager, 360-487-8610

Motion approved the request.

5. Celebrate Freedom agreement with The Historic Trust

Staff Report: 115-23

The celebrate Freedom program has been successfully managed by The Historic Trust since 1999. This program was developed to feature the Vancouver National Historic Reserve and to foster civic pride. Over the years, the program has included a lecture series and also a large event on the Fourth of July. This year's program, detailed below, represents an updated approach focused on:

- Marshall Leadership Awards*
- Summer Fest event series, multiple dates*
- Lough Legacy Veterans Day Parade*

Request: Authorize the City Manager, or designee, to sign the Celebrate Freedom Programs Agreement.

Dave Perlick, Recreation Services Manager, 360-487-8314

Motion approved the request.

6. Approval of Purchase and Sale Agreement for 800 N. Devine Road (Heights District Acquisition)

Staff Report: 116-23

The Heights Roadway Plan that Council approved on May 15, 2023 identifies the subject property of this transaction located at 800 N. Devine Road, Vancouver, WA as having a future public right-of-way running through the entirety of the parcel. Therefore, its necessary for the City to acquire the property to fulfill the implementation of the Heights District Plan.

The owner, Mr. Gregg operates his law practice out of the building on the property and would like to continue operating his practice at this location until infrastructure construction needs require use of the property. Therefore, the transaction includes a fixed term post-closing lease of the building, with Mr. Gregg continuing to be responsible for all maintenance and operations of the premises, for a period of two years. Because the project timeline is not yet set, the lease also includes four options to extend for six months each, which extensions are subject to the City's sole discretion.

The City and owner have negotiated a purchase price based on the appraised valuation and includes an upfront payment of fair market rent for the entire lease term. Both parties independently commissioned MAI certified appraisals that validate the purchase price.

Closing of the transaction is contingent upon the City's completion of a 90-day due diligence and inspection period of the property to demonstrate that the acquisition is merited in consideration of any liabilities that would make it untenable for the City to develop the property for the purpose of a roadway. In the event the City chooses not to proceed with the purchase, the City would need to revise the Heights Roadway Plan to realign the public right-of-way.

Provided that the due diligence is completed to the City's satisfaction, the transaction is expected to close by the end of 2023.

Request: Approve the transaction contemplated by the Purchase and Sale Agreement and Commercial Lease Agreement and authorize the City Manager or their designee to sign the Purchase and Sale Agreement in substantially the form attached and, provided that the Purchase and Sale Agreement closes, sign the Commercial Lease Agreement in substantially the form attached, along with any other related transaction documents.

Amy Zoltie, Real Estate Project Manager, 360-487-7953

Motion approved the request.

7. Award of grant funds from the PEG Capital Support Fund to public users of the Comcast Business Services, for monthly transport costs

Staff Report: 117-23

A RESOLUTION relating to cable television and to the award of Public, Educational and Governmental ("PEG") capital contribution funds to designated access providers for the City of Vancouver and Clark County, and for public Institutional Network ("I-NET") and Comcast Business Services users for certain expenditures.

The cable franchise agreements between the City of Vancouver, Clark County and Comcast provide for a contribution in the amount of \$1/month per subscriber for support of a Public, Education, and Government (PEG) capital fund. One of the

allowed uses of the PEG fund is to reimburse local government users of Comcast Business Services for monthly transport fees. Local governments utilize Comcast Business Services to provide high-speed connectivity between key facilities and redundant services in the event of emergencies.

In 2018, Clark County and the City of Vancouver approved an annual award from the PEG Capital Support Fund of \$226,200 for the next five years and one-half years, until the expiration of the Comcast Cable Franchise on June 30, 2023, to be divided among Comcast Business Services users, the City of Vancouver, Clark County, Fort Vancouver Regional Library District and the Clark County Fire District 5, for monthly transport costs.

Due to ongoing negotiations with Comcast, Clark County and the City of Vancouver extended their cable franchises an additional twelve (12) months, through June 30, 2024. On June 7, 2023, the City/County Telecommunications Commission ("Commission") recommended extending the existing PEG Capital Support Grant Program Agreements with local governments through June 30, 2024, to align with the expiration of the current franchise agreements.

Request: On June 26, 2023, adopt a resolution, under the terms of the interlocal agreement between Clark County and the City of Vancouver, authorizing \$226,200 of PEG Capital Support Funds to be used to reimburse authorized subscribers of Comcast Business Services monthly transport fees.

Aaron Lande, Program and Policy Manager, 360-487-8612

Motion adopted Resolution M-4226 to approve the request.

8. **Designation of TV ETC and CVTV respectively as the education and government access providers on the Comcast cable system**

Staff Report: 118-23

A RESOLUTION relating to cable television and to the designation of Clark Vancouver Television ("CVTV") as the governmental access provider on the Comcast cable system for Vancouver and Clark County.

A RESOLUTION relating to cable television and to the designation of the Vancouver Educational Telecommunications Consortium ("TV ETC") as the educational access provider on the Comcast cable system for Vancouver and Clark County.

The City and County have a cable television franchise agreement with Comcast of Washington, V LLC that was effective on July 1, 2013. Under the terms of this agreements, Comcast provides channels for Public, Education and Government (PEG) programming and it is the responsibility of the City and County to designated authorized entities to provide programming on those channels.

Organizations that are designated as access providers have authorization to broadcast programs over assigned channels on the Comcast cable system. They are also able to apply for annual PEG grants, administered by the City, for equipment and other capital expenses associated with producing and broadcasting programming.

TV ETC is a consortium of K-20 educational institutions operated by Educational Service District 112 and is the current educational access provider for Vancouver and Clark County. CVTV, operated by the City/County Cable Television Office, is the current government access provider for Vancouver and Clark County.

The City/County Telecommunications Commission (“Commission”) recommends organizations to serve as access providers to the City Council, per VMC 5.19.320(7). The Commission met on June 7, 2023, to review designation applications and annual reports and to receive presentations from the applicants. Based on their review, the Commission is recommending re-designation of TV ETC and CVTV, respectively, as the education and government access providers for Vancouver and Clark County.

Request: On June 26, 2023, adopt resolutions approving The Vancouver Educational Telecommunications Consortium (TV ETC) as the designated educational access provider and Clark Vancouver Television (CVTV) as the designated government access provider for Vancouver and Clark County on the Comcast cable systems.

Aaron Lande, Program and Policy Manager, 360-487-8612

Motion adopted Resolution M-4227 and M-4228 to approve the request.

9. **Adoption of the biennial report of the Telecommunications Commission regarding cable television franchise compliance by the cable television operator Comcast of Washington V, LLC (“Comcast”)**

Staff Report: 119-23

A RESOLUTION adopting the City/County Telecommunications Commission (“Commission”) Biennial Report regarding cable television franchise compliance by the cable operator Comcast of Washington V, LLC (“Comcast”).

The City/County Telecommunications Commission (“Commission”) has prepared progress reports regarding franchise compliance by the cable television operator beginning with completion of the first year of the franchise term, January 1983. This is the fifth Biennial Report since a 10-year franchise agreement with Comcast was adopted in July 2013. The reports have been forwarded to the legislative bodies of the Vancouver City Council and the Clark County Council.

As noted in the attached Resolution, the Cable Communications Policy Act of 1984 (the “Act”), which was amended in 1992 and currently in effect, requires that franchising authorities provide written notice of any franchise deficiencies and that the cable operators be given the opportunity to correct any violations, if such factors are to be considered during the franchise renewal process.

The Progress Reports prepared by the Commission clearly meet and exceed the requirements of the Act. Legal counsel advises staff, however, that the legislative bodies of the franchising authorities should take affirmative action in adopting the reports for the reviews to be binding on the cable operator at the time of renewal.

As of the date of the Biennial Progress Report, the Commission finds Comcast in full compliance with the terms and conditions of the franchise. The number of customer complaints received by the City/County Cable TV Office regarding Comcast’s service, including but not limited to the company’s high-speed internet service, decreased by 64% when compared to 2019-20. The 2020-21 complaints involved a number of issues, including rates, customer service and technical services.

Request: On June 26, 2023, adopt a resolution approving, ratifying, and affirming the biennial report of the Telecommunications Commission (January 2021 – December 2022).

Motion adopted Resolution M-4229 to approve the request.

10. **MFTE Program- Target Areas Addition Resolution**

Staff Report: 120-23

A RESOLUTION of the City Council of the City of Vancouver regarding the City of Vancouver Multi-family Housing Tax Exemption Program and the modification of existing Residential Target Areas and designation of new Residential Target Areas to expand the program to other areas of the city.

The City of Vancouver hired economics consultant ECONorthwest to examine the performance of the City's Multifamily Tax Exemption (MFTE) program for multifamily residential construction projects. Specifically, the City asked ECONorthwest to analyze potential expansion of the program to additional geographic areas and to test various development scenarios and impacts on for feasibility within the new proposed target areas. ECONorthwest completed an economic analysis that reflects a developer's decision-making perspective. The recommendations from the analysis can be summarized as follows:

- 1. Expand the MFTE program to additional target areas*
- 2. Establish appropriate level of affordability possible based on target area market factors*
- 3. Determine minimum density goals in each target area and tailor program requirements to achieve those goals*
- 4. Prioritize density where possible in each target area*
- 5. Implement a fee-in-lieu option if additional density is not possible*
- 6. Utilize fee-in-lieu and increased density instead of temporary onsite affordability to achieve deeper affordability (60% MFI and lower)*

Additional Target Areas

City staff worked with ECONorthwest to identify proposed target areas that would support transit use and walkable communities along commercial corridors and hubs across the entire city. The resulting new target areas include:

- Downtown Waterfront*
- Vancouver City Center*
- East Vancouver*
- Uptown*
- Evergreen / Grand Corridor*
- Fourth Plain Corridor*
- Mill Plain Corridor*
- Upper Main Street Corridor*
- The Heights*

Level of Affordability

The study indicated that:

- Development in most of the target areas could support projects with 100% MFI units however 100% MFI rents are very close to market rents in most of the city and therefore may not represent the most value-added use of the MFTE exemption.*
- The MFTE benefit can produce residential units that are affordable to*

households at 80% MFI in most target areas using a 12-year tax exemption depending on market conditions. This option is a predictable approach for achieving on-site production of affordable units but doesn't produce deeply affordable units (e.g., 60% MFI and lower).

- The current MFTE benefit will not provide incentive enough to produce 60% MFI units without additional stimulus or subsidy.

Unit Density Levels

Because the proposed target areas vary in the types of development that can be supported (small plexes up to large towers), the target area density requirements and options need to adjust accordingly to match the market condition allowances specific to the target area. The table below provides the proposed fee-in-lieu levels and minimum target densities for each target area.

Residential Target Area	Market Rate Fee in Lieu	Market Rate Density
Downtown Waterfront	50%	275 dwelling units/acre + 25% fee
Vancouver City Center	50%	225 dwelling units/acre+ 25% fee
East Vancouver	50%	200 dwelling units/acre+ 25% fee
Uptown	25%	160 dwelling units/acre
Evergreen / Grand	25%	90 dwelling units/acre
Fourth Plain Corridor	25%	90 dwelling units/acre
Mill Plain Corridor	25%	90 dwelling units/acre
Upper Main Street Corridor	25%	90 dwelling units/acre
The Heights*	NA	NA

The densities for each target area were a combination of the underlying zoning densities and other zoning factors such as minimum parking spaces, maximum building heights, and required first floor commercial space. ECONorthwest determined that the target areas with potential for higher density tower and podium development were the Vancouver Waterfront and Vancouver City Center, and possibly the East Vancouver target areas. The Heights District, Evergreen / Grand area and the Uptown target areas were determined to accommodate 4-story wood frame and possibly podium size development. The remaining three transit corridors areas can accommodate small plexes up to 4-story wood frame development. Target areas are comprised of parcels with different zoning designations. Only the commercially zoned parcels within the target areas would be able to meet the higher target densities. The multifamily, residentially zoned parcels are restricted to their underlying density limits that currently top out at approximately 35 units per acre, therefore the fee-in-lieu rate is less in these areas.

Prioritize density

In target areas where lower density development is already feasible, this program can be used to help incentivize developers to produce more dense housing projects. More dense housing means a more efficient use of increasingly scarce, and expensive land. More dense housing in targeted locations can also support additional city goals such as transit ridership and complete, walkable neighborhoods.

Implement a fee-in-lieu option

In most of the target areas, the MFTE program cannot deliver both increased density (in more expensive construction types) and affordability. However, the market rate program option in most areas is valuable enough to be an option that is available in exchange for a public benefit fee, and the fees generated could then be used by the City to provide more permanent affordable housing opportunities elsewhere.

Achieve deeper affordability through fee-in-lieu

A public benefit fee, in exchange for the market rate option, could be used to invest in more deeply affordable housing below 80% MFI off-site. The fee in lieu amount can be higher for development types that are already feasible in target areas, and lower for denser development types sought by the City. This fee is more likely to be used to create permanently affordable units which would likely advance affordability goals further than the limited-duration affordable units delivered on site through the affordable MFTE program options.

Approval Criteria:

Per RCW 84,14,040 and VMC 3.22.020, the creation of new target areas is required to meet the following criteria:

- 1. The target area is located within an urban center; Finding: All of the proposed target areas are distinct, identifiable districts located on transit service routes and within walksheds of business establishments, public facilities, and a mixture of uses and activities, where residents may obtain a variety of products and services.*
- 2. The target area lacks sufficient available, desirable, affordable, and convenient residential housing to meet the needs of the public who would likely live in the urban center if desirable, affordable, attractive, and livable places were available; and Finding: The ECONorthwest market analysis data showed that:*
 - 1. Clark County population is growing twice as fast as the other metro counties.*
 - 2. 2020 saw a large decline in multifamily unit production.*
 - 3. Vacancy rates in Vancouver are still low at 5%.*
 - 4. 52% of households in Vancouver are renters.*
 - 5. 51 % of renter households in Vancouver are cost burdened spending more than 30% of their income on rent and utilities.*
 - 6. In just the ten years the median home sale price has more than doubled to over \$422,000.*
 - 7. Entry level home production is at a national 50-year low.*
- 3. The providing of additional housing opportunities in the target area will assist in achieving the following purposes:*
 - 1. Encourage increased residential opportunities within the target area, including income-based housing opportunities; or*
 - 2. Stimulate the construction of new multi-family housing and/or the rehabilitation of existing vacant and underutilized buildings for multi-family housing; or*
 - 3. Where appropriate, stimulate the construction, rehabilitation or conversion of existing vacant and underutilized multi-family rental units to owner-occupied multi-family housing as such property redevelops.*

Finding: By potentially expanding and revising the MFTE program requirements in Vancouver, the City is hoping developers will use the program to create both denser and more affordable housing The new targets areas are distributed across the entire city in areas supporting multiple development types from smaller plexes to larger tower development. More dense housing means a more efficient use of increasingly scarce,

and expensive, land which is ideal given the decades-long lifecycle of new construction. More dense housing in targeted locations can also support additional city goals such as transit ridership and complete neighborhoods.

Staff concludes that, based on the ECONorthwest analysis data and program evaluation, the proposed residential target areas meet the requirements of RCW 84.14 and VMC 3.22.

Request: Adopt resolution of intent to add additional residential target areas, allowing the proposed changes the City Multi Family Housing Tax Exemption Program under VMC 3.22 to proceed to public hearing.

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

Motion adopted Resolution M-4230 to approve the request.

11. MFTE Program- Proposed VMC Ordinance Changes

Staff Report: 121-23

AN ORDINANCE of the City of Vancouver relating to changes to the City's Multi-Family Housing Tax Exemption Program (MFTE); adopting legislative findings; amending Sections 3.22.010, 3.22.020, 3.22.030, and 3.22.040 of the Vancouver Municipal Code (VMC) to clarify code language, reflect changes in state law, and provide for new residential target areas as well as updated income-based and market-rate multi-family tax exemption options and associated eligibility and application requirements, fees, and procedures; providing for severability; and setting an immediate effective date.

Program History

MFTE (Multifamily Housing Tax Exemption) programs are property tax waiver programs adopted by cities and counties to support local housing and economic development goals. Local governments can issue limited term tax exemptions for new construction, conversion, and rehabilitation of multifamily residential improvements for projects with at least four residential units. The MFTE program is one of many tools that the City of Vancouver uses to encourage economic development, housing production and affordability.

The City of Vancouver adopted the initial MFTE program ordinance in 1997 creating the Vancouver City Center Vision residential Target area. The first MFTE project, the Heritage Building mixed use development, located on the north side of Esther Short Park was the foundation for the resurgence of the downtown core. That initial MFTE investment set off a series of subsequent investments around the park including the Esther Short Park bandstand renovation, the private donation of the Propstra bell tower and public square, the Vancouver center complex development, the Hilton Hotel and Conference Center, and Esther Short Commons building. The MFTE program continues to stimulate development today throughout the city center including several buildings on the Vancouver waterfront.

In 2011 the MFTE ordinance was amended to add the Fourth Plain residential target area and an option for income-based developments.

Since inception the MFTE program has approved 40 developments adding 3,982 new housing units including 366 income-based units. Another 7 potential applications are currently under review with potential to add another 1,243 new units and 19 income-based units.

In 2021 City Council requested a review of the MFTE program to ensure that it was operating effectively for the local income levels and housing market conditions. The City engaged with economics consultant ECONorthwest to examine the performance of the City's current Multifamily Tax Exemption (MFTE) program for multifamily residential construction projects. Specifically, the City asked ECONorthwest to analyze potential expansion of the program to additional geographic areas and to test various development scenarios and impacts for feasibility within the new proposed target areas. ECONorthwest completed an economic analysis that reflects a developer's decision-making perspective. The findings were presented to City Council in workshops on March 28, July 25, and Aug 8, in 2022. The recommendations from the analysis can be summarized as follows:

- Expand the MFTE program to additional target areas*
- Establish appropriate level of affordability possible based on target area market factors*
- Implement a fee-in-lieu of affordable units option*
- Utilize fee-in-lieu and increased density instead of temporary onsite affordability to achieve deeper affordability (60% MFI and lower)*
- Prioritize density where possible in each target area*
- Determine minimum density goals in each target area and tailor program requirements to achieve those goals*

Additional Target Areas

Currently the MFTE program has only two eligible target areas consequently limiting participation in the program. City staff worked with ECONorthwest to identify proposed target areas that would support transit use and walkable communities along commercial corridors and hubs across the entire city. Ten potential target areas were identified for expansion. The current Vancouver City Center Vision (VCCV) target area was split into three separate areas now designated Downtown Waterfront, Vancouver City Center, and Uptown, due to the different development type, density and zoning and market variables of each new area within the current VCCV boundary. Four new target areas identified along transit and commercial corridors include Fourth Plain, Mill Plain, Upper Main Street, and Evergreen /Grand. Finally, the existing planning sub-areas of Vancouver Heights District, and East Vancouver (including both the Vancouver Innovation Center and the Riverview Gateway subareas) were identified as good target area candidates. A Fruit Valley target area was also initially proposed, however, it was determined that additional study on environment justice and equity issues were necessary before moving forward. The nine new proposed target areas all allow multifamily housing uses through the underlying zoning and are primarily located along rapid transit lines to promote development that supports more walkable neighborhoods and easy use of public transit.

Level of Affordability

The study indicated that:

- Development in most of the target areas could support MFTE projects at 100% median family income (MFI) however 100% MFI rents are very close to market rents in most of the city and therefore did not represent the most value-added use of the MFTE exemption.*
- The MFTE benefit can produce residential units that are affordable to households at 80% MFI in most target areas using a 12-year tax exemption depending on market conditions. This option is a predictable approach for achieving on-site production of affordable units but doesn't produce deeply affordable units (e.g., 60% MFI and lower).*
- The current MFTE benefit will not provide incentive enough to produce 60% MFI units without additional stimulus or subsidy. The City has had a 60% MFI option*

since 2017 but this option has never been applied for.

Implement a fee-in-lieu option

The ECONorthwest study showed that in most of the proposed target areas, the MFTE program cannot deliver both increased density and affordability. However, the market rate program option in most areas is valuable enough to be an option that is available in exchange for a public benefit fee, and the fees generated could then be used by the City to provide more permanent affordable housing opportunities elsewhere. The current public benefit practice for market rate includes negotiating on various elements from public art, public structured parking, public plazas, and pedestrian amenities. Determining the “true” public benefit and verifying of cost of artistic elements is very difficult for staff to quantify and can be unpredictable for prospective applicants. The proposed amendment would eliminate this negotiation and replace it with a fee in lieu option that will further higher density production and affordable housing efforts.

Achieve deeper affordability through fee-in-lieu

In exchange for the market rate option, a public benefit fee in lieu, could be used to invest in more deeply affordable housing below 80% MFI off-site. The fee in lieu amount can be higher for development types that are already feasible in target areas, and lower where developments meet densities and development types sought by the City. This fee is more likely to be used to create permanently affordable units which would likely advance affordability goals beyond the limited-duration affordable units delivered on-site through the income based MFTE program option.

Prioritize density

In target areas where lower density development is already feasible, this program can be used to help incentivize developers to produce more dense housing projects. More dense housing means a more efficient use of increasingly scarce, and expensive land. More dense housing in targeted locations can also support additional city goals such as transit ridership and complete, walkable neighborhoods.

Determine minimum density goals

Because the proposed target areas vary in the types of development that can be supported (small plexes up to large towers), the target area density requirements and options need to adjust accordingly to match the market condition allowances specific to the target area. The table below provides the proposed fee-in-lieu levels and minimum target densities for each target area.

Residential Target Area	Option1 Market Rate With Affordable Housing Fee	Option2 Market Rate With Density Requirements and/or Affordable Housing Fee	Option 3 Ownership
Downtown Waterfront	50%	275 dwelling units/acre + 25% Affordable Housing Fee In Lieu	No Affordable Housing Fee In Lieu;
Vancouver City Center	50%	225 dwelling units/acre + 25% Affordable Housing Fee In Lieu	Minimum of 12 units provided
East Vancouver	50%	200 dwelling units/acre + 25% Affordable Housing Fee In Lieu	
Uptown	25%	160 dwelling units/acre	
Evergreen / Grand	25%	90 dwelling units/acre	No Affordable

Fourth Plain Corridor	25%	90 dwelling units/acre	Housing Fee
Upper Main Street Corridor	25%	90 dwelling units/acre	In Lieu; Minimum of 4 units provided

The densities for each target area were a combination of the underlying zoning densities and other zoning factors such as minimum parking spaces, maximum building heights, and required first floor commercial space. ECNorthwest determined that the target areas with potential for higher density tower and podium development were the Vancouver Waterfront and Vancouver City Center, and possibly the East Vancouver target areas. The Heights District, Evergreen / Grand area and the Uptown target areas were determined to accommodate 4-story wood frame and possibly podium size development. The remaining three transit corridors areas can accommodate small plexes up to 4-story wood frame development. Target areas are comprised of parcels with different zoning designations. Only the commercially zoned parcels within the target areas would be able to meet the higher target densities. The multifamily, residentially zoned parcels are restricted to their underlying density limits that currently top out at approximately 35 units per acre, therefore the fee-in-lieu rate is less in these areas. To avoid applicants from proposing all studio and one-bedroom unit developments in order to meet the fee in lieu density requirement addition emphasis will be provided to larger unit types. To encourage production of larger family-size units, for the purposes calculating the fee in lieu development density, 3-bedroom units will count as 1.5 units and 4+ bedroom units will count as 2 units. To encourage homeownership opportunities developments proposing units for ownership opportunity will not be subject to the affordable housing fee in lieu noted in the table above. Ownership option projects must provide a minimum of 12 units (total) in higher density target areas and a minimum of 4 units in the lower density target areas.

Elimination of 10-year income-based exemption option

In 2021 the 10-year income-based exemption option was eliminated in RCW 84.14. Accordingly, this option is being eliminated from VMC 3.22 to be consistent with the change in State law.

Post exemption rent increase restriction

Following the expiration of MFTE tax exemptions there is potential for displacement of income-vulnerable tenants due to rent increases when the rent restrictions are removed. If the new market rate rents increase too high and too fast for the households with expired MFTE restrictions, they will be forced to move. To discourage this outcome a 5-year rent increase restriction will be established and set at 5% plus a Consumer Price Index factor.

Add an additional 12-year extension for expiring MFTE certificates

In 2021 RCW 84.14 was amended to allow an additional extension of 12 years to expiring MFTE exemptions. The extension will require the property owner commit to renting or selling at least 20 percent of the multifamily housing units as income-based units low-income households earning at or below 80% area median income (regardless of the MFI rate of the expiring exemption). This extension will also require notices to affected income-based tenants a year in advance about the expiration of the 12-year extension and provides for tenant relocation assistance equal to one month's rent. Development applicants must submit a request by September 1 (4 months before the expiration of the initial exemption). The exemption will be reviewed for compliance before scheduling a public for City Council consideration. The administrative review fee for this extension will be \$1,000.

Ownership Opportunity

An ownership incentive option has been added under which no affordable housing fee in lieu is required. A sale price cap has been added for the initial sale at less than or equal to two times the HUD Homeownership Value Limit for newly constructed housing in Clark County, which is updated annually.

MFTE application and program fee increases

The application and program fees have never been updated. The proposed changes to the program fees are to reflect a more accurate measure of the administrative staff cost to process the applications.

Fee Type	Current	Proposed
<i>Initial application</i>	\$300	\$5,000
<i>Per unit fee</i>	\$50 (up to \$1,000)	\$75 (no maximum)
<i>County admin fee</i>	\$100	\$205
<i>Conditional certificate extension</i>	\$100	\$1,000
<i>Exemption renewal</i>	Not Applicable	\$1,000

Public Outreach

The City performed extensive public outreach regarding the proposed changes to the MFTE program, seeking input through the City MFTE webpage, an interactive “Be Heard” communications webtool, hosted virtual forums with both development and community member stakeholder groups, and workshops with the City Center Redevelopment Agency and Vancouver City Council. Many suggested changes from public outreach comments were incorporated into the proposed ordinance amendments.

Request: Following the 1st introductory reading of the ordinance on June 26, 2023, proceed on July 3, 2023, to hold a public hearing, consider public testimony, deliberate, and vote to approve the amended ordinance regarding VMC 3.22.

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

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

Motion approved the request.

12. Short-Term Rental Ordinance

Staff Report: 122-23

AN ORDINANCE of the City of Vancouver, Washington related to regulations and a permitting process for short-term rental of residential real property by amending Vancouver Municipal Code (VMC) 20.150, VMC 20.160, VMC 20.180.060, VMC

20.210, 20.410, VMC 20.420, VMC 20.430, VMC 20.440, and VMC 20.835; providing for savings, severability, and an effective date.

Background

On September 20, 2021, staff presented to the City Council on a batch of housing code changes, which included short-term rentals (STRs). It was determined short-term rentals needed to be separated out from the other housing code changes, and a separate planning process began. The City enlisted the services of Host Compliance, a platform of Granicus to assist with gathering current data on the existing STR market in Vancouver.

In February of 2022, the City began reaching out to owners of known STRs to advise them of the existing restrictions and to invite their participation in a broader community engagement process around STRs. Between March and June 2022, the project team led an extensive outreach campaign consisting of two community wide surveys and several small group conversations.

Development of code language to regulate short-term rentals began in October of 2022 and was finalized in February 2023. In addition to the Planning Commission workshops, staff presented at two City Council workshops, on June 27, 2022, and April 3, 2023.

On April 11, 2023 the Planning Commission recommended approval of the proposed short-term regulations and permit process based on the findings outlined in VMC 20.285.070.

Existing Conditions

A short-term rental is defined as a residential property or portion of a residential property (room, guesthouse, ADU, etc.) that is available to rent for stays of less than 30 days. This includes rentals available on websites such as Airbnb and VRBO. Within the last decade, the popularity of STRs has increased dramatically as a substitute for (or preferred option to) traditional lodging like hotel rooms across many jurisdictions in the county. This increase has not been as dramatic in Vancouver as other cities, but the number of STRs here has risen over time.

Currently, the City's Land Use and Development Code, VMC Title 20, does not allow STRs in residential zones except as expressly authorized under the bed-and-breakfast provisions of VMC 20.830. A bed-and-breakfast also provides an alternative form of lodging for visitors who prefer a residential setting. The Development Code considers bed-and-breakfast establishments as Commercial and Transient Lodging, which includes uses such as hotels, motels, and homeless shelters where stays are typically less than 30 days. Bed-and-breakfast establishments, which envision a host in residence with guests and the provision of food in conjunction with lodging, don't capture the typical Airbnb-type STR arrangement that has emerged in recent years. Staff believes creating separate short-term rental regulations is required to properly govern this type of land use.

The overview of the short-term rental landscape as of June 1, 2023 includes:

- There are approximately 375 STR units in the City of Vancouver*
- Short-term rentals represent roughly 0.45% of Vancouver's approximately 83,900 residential units 85% of STRs are in single family homes, 14% in multi-family homes, with the remaining 1% undetermined*
- 87% of STRs rent out an entire home, rather than a room or portion of an*

occupied home

- 30% of STRs are 3-bedroom rentals, 30% are 2-bedroom rentals, 24% are 1-bedroom rentals, 6% are 5 or more-bedroom rentals, and 10% are unknown*
- The median nightly rental rate is \$118*
- Geographically, STRs are spread throughout the City with a modest concentration in downtown and west side neighborhoods*
- Approximately 75% of STRs are advertised through Airbnb with the remaining quarter listed through Expedia/VRBO and other platforms*

The City continues to monitor the number of short-term rental units through the online platform Host Compliance, provided by the project consultant Granicus. Host Compliance is an industry leader in STR monitoring and compliance and was able to provide a comprehensive list of all current STRs located in the City, including parcel and owner information. In addition, Host Compliance now provides the City with ongoing monthly updates on the current number of rentals in the City, including location, property type, room type, average duration of stay and rental platform(s) used.

Outreach

In February 2022, the City began communicating with owners of known STRs to advise them of the existing restrictions and to invite their participation in a broader community engagement process around STRs. The intent of the City's outreach was to alert operators to the current situation of noncompliance with existing code, bring awareness to the City's efforts to determine the extent to which STRs should be regulated, and invite existing STR operators into that process. Between March and June 2022, the project team engaged in an extensive outreach campaign consisting of two community-wide surveys and several small group conversations. The specific intent of this effort was to learn more about community experiences, attitudes, concerns, and ideas related to STRs in Vancouver.

The City conducted an online community survey from February 3 to March 6, 2022 using the City's BeHeard Vancouver website. A total of 783 community members took the STR survey. The responses were varied, with most respondents being in favor of allowing short-term rentals with regulations, including a majority of respondents (55.8%) saying they would like to see the City allow STRs with regulations. 23.6% said that they would like to see the City allow STRs with no regulations; 19.4% said that they would like to see STRs banned in all circumstances. When respondents were asked where STRs should be allowed, 70% of community responses would allow STRs in single-family homes; 69.5% would allow in Accessory Dwelling Units (ADUs); 36.30% would allow in apartments, 40.70% would allow in mobile or manufactured homes; 56.72% would allow in townhomes; 53.75% in condominiums. 18.48% of respondents said that STRs should not be allowed anywhere. Note that for this question respondents were allowed to choose more than one answer.

Since March 2022, 85 community members have also shared their thoughts about STRs through an online comment box on the City's BeHeard Vancouver website. The responses received are both in favor and against of regulations STRs.

The City also conducted small group conversations with housing advocates, short-term rental hosts and operators, hotel and tourism industry professionals, small business owners, real estate agents, and housing advocates including Evergreen Habitat for Humanity, Council for the Homeless, and Fourth Plain Forward. The housing advocates noted that STRs pose a real threat by removing housing stock from the market. While the City may not have thousands of units, any unit being taken off the market for a vacation home instead of a permanent residence is exacerbating the

affordable housing crisis. The hotel and tourism industry felt STRs should be required to have the same inspections and regulations as hotels, including requirements related to the federal Occupational Safety and Health Administration (OSHA), fire life and safety inspections, electrical, plumbing, ADA, and the state tourism office. Participants expressed concern that allowing too many STRs in any given neighborhood could have a lasting impact on the community, citing the potential impacts of a transition from a fully residential neighborhood to one that has businesses operating in it. Short-term rental hosts offered why they chose to operate a STR, including many who said it provided supplemental income that is used to pay for mortgages, provide retirement income, pay medical bills and other monthly expenses, and in general increases disposable income. Hosts shared that they feel STRs bring a value, asset, and benefit to the City & local economy.

Council and Planning Commission Direction

City Council directed staff to develop changes to VMC Title 20 Land Use and Development Regulations that would allow STRs as a permitted use in residential zones subject to a defined permit process and appropriate standards. Council also asked staff take a closer look at implementing regulations that pay specific attention to:

Policy Consideration	Council & PC comments	Staff Response	Proposed Approach
<i>Owner occupancy requirement</i>	<i>General opposition to such a requirement</i>	<i>Studied owner occupancy requirement but did not include due to challenges with monitoring, enforcement, and legal concerns</i>	<i>Not currently included in proposed regulations</i>
<i>Lodging tax collection</i>	<i>Ensure that lodging taxes are being collected and remitted by the rental platform to the City</i>	<i>The City received approximately \$140k in lodging taxes generated from short term rentals in 2022. City lodging tax is set at 4% Mirroring building code</i>	<i>Continue to work with legal and finance to monitor appropriate collection.</i>
<i>Life/Safety inspection standards</i>	<i>Want standards without being overly burdensome</i>	<i>regulations – not proposing to automatically retire building inspections for short-term rentals, but retain the option to inspect any STR at the Building Official's discretion</i>	<i>STRs required to meet state and local health, safety, and building code regulations; language located in code and operator packet</i>
<i>Impacts to housing availability</i>	<i>City Council and Planning Commission both expressed concerns regarding STRs impact to the housing stock in Vancouver</i>	<i>Current impact to Vancouver housing market is minimal; however, staff will continue to monitor for impacts to housing availability during the proposed pilot period, and will share this data with Council to determine if additional regulations are necessary</i>	<i>Proposed code language excludes STRs from any development receiving the Multifamily Tax Exemption incentive</i>
<i>Changes to Bed & Breakfast regulations</i>	<i>Update bed & breakfast regulations to ensure clarity and fairness with any STR regulations</i>	<i>Staff believe current regulations are adequate, but will review as part of the Comprehensive Plan and Title 20 Update, when more information from the pilot</i>	<i>Not included in draft code</i>

On March 14, 2023, staff presented a draft of potential regulations for STRs to the Planning Commission as a workshop item. Planning Commission was supportive of the proposed regulations. The Planning Commission asked staff to consider the following items:

- Requiring STR permits to be renewed after 24 months
- Ongoing compliance monitoring to ensure all STRs have COV STR permit
- Define code compliance process for STR violations
- Consider requiring inspections for all new STR permit applicants
- Create an operator packet for all new STR applications

In response, staff will be monitoring and reporting permit findings at 12 and 24 months and requiring permit renewal at 24 months. The data collected via the city permit and provided by Host Compliance will be used to monitor all STRs and ensure they are operating legally. The short-term rental application now includes the process for responding to code violations. As of this report, staff is not recommending inspecting all new permitted STRs, as the influx of new permits would be administratively burdensome, and we do not inspect other existing residential units regularly. The proposed regulations do maintain the ability of the City to inspect any STR at the discretion of the City's Building Official and Fire Marshall, and there are examples from other jurisdictions that can inform how and when we may pursue STR inspections. And lastly, staff has created and updated the operator packet in alignment with discussion at the last Planning Commission workshop on this topic (Attachments D-G). Additions to the operator packet include more specificity around fire & life safety items including proper address identification, fire protection and safety equipment.

City Council also provided additional direction at a workshop on April 3, 2023, which included the following:

- Return to Council with updates on the process after one year and again at 24 months
- Establish goals for the STR program during 24-month period
- Get clarity from STR platforms what recourse the City has for STRs that are operating illegally in any way, in addition to local remedies like revoking permits and code enforcement
- Explore if permit fees could apply to the affordable housing fund or housing production
- Clarify that a new permit application and fee are required each time a unit has a new owner/operator, even if it has previously been operated as an STR prior to transfer/sale of the property

Regulations

Following feedback from City Council and Planning Commission as well as community feedback and comparative jurisdiction research, staff has prepared draft code language to regulate short-term rentals (Attachments C and D). The regulations are a response to the level of activity currently seen in the short-term rental market in Vancouver and the intent of the regulation is to strike a balance between community housing needs with individual property rights and the financial stability that additional revenue generated from STRs can provide.

The proposed regulations would allow short-term rentals in all residential and commercial zones, and in two industrial zones (OCI and ECX) as a limited use that must follow regulations in new code section 20.835. STRs must register with the Washington State Department of Revenue. STRs must follow all relevant short-term

rental provisions listed in the Revised Code of Washington, [Chapter 64.37](#) and Consumer Safety measures listed in [67.37.030](#).

Short-term rentals must obtain a City of Vancouver business license. The regulations create a short-term rental permit with a one-time \$250 fee. Staff is proposing to review the performance of the permitting system after a 24-month monitoring period and require permit renewal as part of the transition from the pilot program to a permanent regulatory structure. In order to obtain a permit an applicant would need to provide an affidavit showing proof of mailing a letter of notification to property owners abutting and adjacent to the proposed short-term rental, copy of liability insurance for the rental property, and a completed permit application including the signed acknowledgement by the owner stating that the short-term rental will comply with the required standards in 20.835.050 VMC and allowing the City to inspect the premises in accordance with [VMC 17.08](#). A STR permit would expire if property ownership changes.

Please refer to Attachment B and C for the full proposed code language. In addition to the development of regulations, staff has created an Operator Packet that would provide detailed information to STR operators, including an updated FAQ, good neighbor fact sheet, short-term rental permit application and neighbor notification letter (see Attachments D-G). The FAQ is meant to serve as a resource to educate STR operators and the broader public on the City's policies and how to handle issues. The good neighbor fact sheet is a resource for short-term rental operators, hosts, and guests, outlining the regulations around noise, parking, fire safety, garbage, and overall guest responsibilities. It also includes information about an online fire & life safety training opportunity our Fire Department is in the process of creating. The permit application requires short-term rentals to comply with all required standards in 20.835.050 VMC, include their City of Vancouver business license number and short-term permit number in all advertising, and register any short-term rental business with the City. The notification letter is meant to serve as a template letter that short-term rental operators can use to notify neighbors of their operations. The letter provides a way for neighbors to notify the owner/operator directly if/when issues occur, as a first option for resolution.

Implementation

If adopted, staff recommends that the regulations be "tested" for a 24-month pilot period to assess their effectiveness and determine what changes may be needed. During this time, STR counts will be collected through the City permitting process in addition to the monthly report received from the City's consultant Host Compliance. If the proposed regulations or modified regulations are adopted, staff would return to Council within a year to provide an update, and again at the 24-month mark to determine if the permitting process, development standards or code compliance process need any refinements. As directed by Council, during the pilot period staff will explore options for potentially adding an affordable housing fee to the STR permit to help mitigate impacts to housing availability, if there needs to be an annual or biannual renewal fee for a short-term rental permit to ensure cost-recovery and if applicable determine what the renewal fee would be, and if any additional restrictions should be added to the operation of short-term rentals.

Following adoption all current short-term rentals operating in the City of Vancouver will be notified of these regulations and be directed to follow the permitting process. Due to the initial surge of applications that are anticipated after the ordinance goes into effect, we are proposing allowing applicants a 30-day grace period to come into compliance.

Program Goals

In order to gauge the effectiveness of the short-term rental program during the 24-month pilot program we have established a set of goals including but not limited to:

- *Ongoing compliance monitoring to ensure all STRs are compliant with required regulations*
- *Ongoing monitoring of impacts to long-term rental market including impacts to housing affordability*
- *Minimize public safety risks and possible noise and trash problems without creating additional work for the local police department and code enforcement personnel*
- *Monitor the responsiveness of code compliance cases*
- *Ongoing stakeholder outreach to determine program effectiveness*

Request: On June 26, 2023, approve the Ordinance on first reading, setting the date of second reading and public hearing for July 10, 2023.

Jason Nortz, Development Review Manager, 360-487-7844

Council remanded the item back to staff.

13. Appointments to Clark County Historic Preservation Commission

The Clark County Historic Preservation Commission is a joint city/county commission. Five members are appointed by Clark County Board of Councilors and two members are appointed by Vancouver City Council. The seven-member citizen advisory body is responsible for:

- *reviewing nominations to the National Register of Historic Places*
- *reviewing nominations and designating properties to the Clark County Heritage Register*
- *conducting design review for changes to buildings and sites on the local register*
- *deciding on applications for the Special Valuation Tax Incentive for historic properties*
- *overseeing education and outreach efforts*

A recent Clark County recruitment produced four applications for the City's seats and, per an Interlocal Agreement between Clark County and the City of Vancouver, a subcommittee of this commission's members reviewed and interviewed those candidates. At that conclusion, it was recommended the City Council reappoint Heidi Mandler-Huff and appoint John Zingale.

Vancouver City Council Subcommittee 1 also reviewed those applicants, and the Historic Preservation Commissioners' recommendation was accepted by consensus. The appointment would begin immediately and expire July 1, 2023, and expire June 30, 2026.

If there are no objections we would like to make this appointment at the Monday, June 26, 2023 Council meeting.

Request: Reappoint Heidi Mandler Huff and appoint John Zingale to the Clark County Historic Preservation Commission with terms beginning July 1, 2023, and expiring June 30, 2026.

Council Committee 1 (Hansen, Paulsen, Perez)

Motion approved the request.

14.

Approval of Claim Vouchers

Request: Approve claim vouchers for June 26, 2023.

Motion approved claim vouchers in the amount of \$13,511,421.24.

Old Business (Item 15)

15. Animal Welfare Resolutions

Staff Report: 123-23

A. **A RESOLUTION** declaring City Council's position on retail fur sales in Vancouver.

B . **A RESOLUTION** declaring City Council's position on force-fed foie gras in Vancouver.

C. **A RESOLUTION** declaring the Vancouver City Council's position on the retail sale of cats and dogs by pet stores in Vancouver.

There are no known furriers or retail fur businesses operating in Vancouver at this time. There is one known business on the Vancouver Waterfront that currently has a foie gras dish on its menu; the other restaurant that was known to do so (El Gaucho) voluntarily removed the item in the interest of community harmony.

There is one known retail pet store business in Vancouver that currently sells puppies from small, regional private breeders.

Request: On June 26, 2023, approve all or some of the following Resolutions; Resolution A (Fur Sales), Resolution B (Fois Gras), Resolution C (Retail Animal Sales).

Rebecca Small, Senior Policy Analyst, 360-487-8601

Motion adopted Resolution M-4231, M-4232, and M-4233 to approve the request.

Public Hearings (Item 16-23)

16. Adoption of 2023-2029 Strategic Plan

Staff Report: 124-23

A RESOLUTION adopting the City's 2023-2029 Strategic Plan.

From 2020 through 2023 the City Council, through a series of Council workshops and retreats, identified a strategic framework to shape the Vancouver community in ways to make it more equitable, safe, and climate friendly. From 2021 through 2023 community-based organizations and partners were interviewed, a sixteen-person advisory committee was convened, and the public were engaged through a visioning process to learn about priorities for the future. The final approach and framework of the Strategic Plan was reviewed by Council at a May 8, 2023 workshop. Council is being asked to formally adopt the 2023-2029 Strategic Plan via resolution.

Request: On June 26, 2023, adopt the 2023-2029 Strategic Plan via resolution.

Aaron Lande, Program and Policy Manager, 360-487-8612

Aaron Lande, Program and Policy Manager, provided an overview of the Adoption of 2023-2029 Strategic Plan.

Council discussed the item briefly with staff.

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

- Kimberlee Goheen, La Center, WA

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

Motion by Councilmember Fox, seconded by Councilmember Paulsen, and carried unanimously to approve Resolution M-4234.

17. **2024-2029 Transportation Improvement Program**

Staff Report: 125-23

A RESOLUTION adopting the City of Vancouver's Comprehensive Six-Year Transportation Improvement Program for 2024-2029 and the City's Arterial Street System and Classification Map.

The 2024–2029 TIP presents a transportation development program that supports implementation of the City's adopted comprehensive plan. The project lists clearly identify those projects and programs that are intended to receive funding from the sources approved as part of the street funding strategy. The TIP can be amended at any time by Council action, if needed.

The TIP also provides updates to the Arterial Classification Map. This year no changes to the map are proposed, but updates to the arterial map are expected as part of the upcoming transportation system plan update and will be incorporated into next year's TIP.

This year's update includes several changes, many of which came from the TMC:

- *Included public comments and responses to each comment (starting on page 13).*
- *Included information about project implementation (page 31).*
- *Included information about the interim prioritization/scoring process (starting on page 33).*
- *Updated the TIP changes document (starting on page 36).*
- *Updated the project lists including updated project scores (starting on page 40).*
- *Added contact information for questions about the detail sheets (page 47).*
- *Updated the detail sheets including how the project originated (starting on page 48).*
- *No proposed changes to the arterial map this year (page 159). Map will be updated next year based on recommendations from the Transportation System Plan (TSP).*

In addition to these changes staff also updated the interim prioritization scoring for each project. The prioritization process will be refined as part of the upcoming Transportation System Plan update and will be implemented in next year's TIP.

update.

Request: On June 26, 2023, following a public hearing, adopt a resolution approving the proposed 2024-2029 Transportation Improvement Program and the Arterial Street System and Classification Map.

Chris Malone, Public Works Finance and Asset Manager, 360-487-7711

Chris Malone, Public Works Finance and Asset Manager, provided an overview of the 2024-2029 Transportation Improvement Program.

Council discussed the item briefly with staff.

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

- Kimberlee Goheen, La Center, WA

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

Motion by Councilmember Paulsen, seconded by Councilmember Stober, and carried unanimously to approve Resolution M-4235.

18. **MFTE Application- Fir Grove Apts**

Staff Report: 126-23

A RESOLUTION of the City Council of the City of Vancouver approving a Multi-Family Housing Limited Property Tax Exemption with FIR GROVE QOZB, LLC ("Applicant") and any successors in interest or assigns, and the CITY OF VANCOUVER, a Washington municipal corporation ("City") for an 10-year Multi-Family Housing Limited Property Tax Exemption for the property located at constructed at 2902 Falk Road, Vancouver, WA. 98661 (Tax Lots 30240010, 30240150) as specifically described in Exhibit A.

The project is located at 2902 Falk Road in the Fourth Plain residential target area. The applicant is requesting a Multi-Family Housing Limited Property Tax Exemption for a 92-unit apartment building with 146 associated parking spaces. The proposed development will include 2 and 3-bedroom units. The total estimated development cost is \$29.56 million.

The applicant is requesting a 10-year exemption where 19 units (20% of the total units) will be reserved for households earning 80% of area median family income or less. The 2023 HUD 80% area family median income in the Portland/Vancouver MSA for a 4-person household is \$90,200.

Over 20 years (with the exemption) the project is estimated to generate \$5 million in taxes benefitting all taxing districts (ports, county, city, etc.) including \$1.39 million specifically generated for the City of Vancouver. Potentially foregone revenue during the exemption is estimated at \$831,000 for all taxing districts and \$332,000 specifically for Vancouver. The development will still generate construction sales tax revenue and utility tax revenue during the exemption period.

Although the project does not fall under the City Council interim climate action policy,

as there is no negotiated development agreement with this project, the applicant noted that the project is seeking Energy Star certification. The development will be all-electric with no natural gas. EV infrastructure availability will be installed in the 36 private garages and 30 of the surface parking stalls (totaling 45% of all spaces). Outdoor lighting controls will have occupancy shut off sensors to aid in reduction energy use.

The property must have the following mix of income-based units at all times during the exemption period:

- 4 two-bedroom units
- 8 three-bedroom 2 bath units
- 7 three-bedroom 3 bath units

In addition, the property owner will include information about the availability of designated income-based units in any advertising or marketing for the property.

Request: On June 26, 2023, following a public hearing, adopt a resolution authorizing the City Manager or designee to execute a multi-family housing limited property tax exemption certificate and take any and all action necessary to enforce the terms thereof.

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

Bryan Monroe, Associate Housing Project Coordinator, provided an overview of the MFTE Application-Fir Grove Apartments.

Council discussed the item briefly with staff.

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

- Kimberlee Goheen, La Center, WA

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

Motion by Councilmember Paulsen, seconded by Councilmember Fox, and carried unanimously to approve Resolution M-4236.

19. **MFTE Application- 12th and Main Apts**

Staff Report: 127-23

A RESOLUTION of the City Council of the City of Vancouver approving a development agreement with DST 150, LLC for an 8-year limited property tax exemption for market rate housing with a public benefit contribution, and green building elements, for the property located at 1201 Main Street, Vancouver, WA 98660 (Exhibit A).

The project is located at 1201 Main Street in the VCCV residential target area. The applicant is requesting an 8-year market-rate Multi-Family Housing Limited Property Tax Exemption for a 199-unit market rate apartment building with 231 associated parking spaces. The proposed development will include studio, 1 and 2-bedroom units. The total estimated development cost is \$62 million.

Over the 20-year period following construction, the project (with the exemption) will generate just over \$16.1 million in taxes benefiting all taxing districts (ports, schools, county, city, etc.). A total of \$2.87 million in taxes will benefit the City of Vancouver. The total estimated foregone tax revenue for all districts is just over \$3 million. The total estimated foregone tax revenue for the City of Vancouver is \$941,000. Construction sales taxes and utility taxes will still be collected during the exemption. The development will still generate construction sales tax revenue and utility tax revenue during the exemption period.

As a market rate project, a public benefit contribution is required. The applicant is proposing to provide the public contribution through payment of \$750,849 towards future affordable housing development. The amount of the public benefit is 25% of the total forgone tax. The proposed public benefit contribution towards affordable housing fund can be used for land banking or construction of permanent affordable units where funding can leverage more and larger unit types and at deeper levels of affordability.

The project requires a development agreement and therefore falls under the City Council interim green building policy. The applicant provided a LEED score report indicating that the project is on track to meet a gold certification.

In addition, the property owner will include information about the availability of designated income-based units in any advertising or marketing for the property.

Request: On June 26, 2023, following a public hearing, adopt a resolution authorizing the City Manager or designee to execute a multi-family housing limited property tax exemption certificate and take any and all action necessary to enforce the terms thereof.

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

Bryan Monroe, Associate Housing Project Coordinator, provided an overview of the MFTE Application-12th and Main Apartments.

Council discussed the item briefly with staff.

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

- Elise Chelak, Vancouver
- Kimberlee Goheen, La Center, WA

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

Motion by Councilmember Stober, seconded by Councilmember Paulsen, and carried unanimously to approve Resolution M-4237.

20. MFTE Application-Waterfront Block 11 Apts

Staff Report: 128-23

A RESOLUTION of the City Council of the City of Vancouver approving a development agreement with HOLLAND ACQUISITION CO., LLC for an 8-year limited property tax exemption for market rate housing, providing a public benefit contribution, and green building elements, for the property located at 800 Waterfront Way, Vancouver, WA 98660 (Exhibit A).

The project is located on the Vancouver waterfront at 800 Waterfront Way. The applicant is requesting an 8-year multi-family housing limited property tax exemption for a market rate housing. The project is an eight-story, 220-unit apartment building with 13,250 square feet of commercial space and 217 associated parking spaces. The proposed development will include studio, one, two, and three-bedroom units. The total estimated development cost is \$128 million.

Over the 20-year period following construction, the project (with the exemption) will generate over \$18 million in taxes benefiting all taxing districts (ports, schools, county, city, etc.). A total of \$3.17 million in taxes will directly benefit the City of Vancouver. Total estimated foregone tax revenue for all districts during the exemption is \$4.27 million. The forgone taxes specific to the City of Vancouver during the exemption would be \$1.42 million. Land value property taxes and per unit utility taxes will still be collected during the exemption. It is also anticipated that new residents will support downtown businesses during and after the exemption period.

As a market rate project, a public benefit contribution with a value equal to \$1,067,500 (25% of the estimated foregone tax amount) is required. The applicant is proposing to satisfy the public benefit contribution by providing funding towards future affordable housing investments to be determined by the City of Vancouver. The proposed public benefit contribution for future affordable housing activities can be used for land banking or construction of permanent affordable units where funding can leverage more units and larger unit types and at deeper levels of affordability. The public benefit contribution payment amount will be required prior to issuing the final tax certificate. The advantage of this funding is also likely to last longer than the duration of the limited 8-year tax exemption.

The project requires a development agreement and therefore also falls under the City interim green building policy. Per the applicant's consultant the building is being constructed to exceed the minimum LEED gold score. The City green policy staff have reviewed the applicant's LEED summary indicating that the project satisfies the City's green building policy.

Request: On June 26, 2023, following a public hearing, adopt a resolution authorizing the City Manager or designee to execute a multi-family housing limited property tax exemption certificate and take any and all action necessary to enforce the terms thereof.

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

Bryan Monroe, Associate Housing Project Coordinator, provided an overview of the MFTE Application-Waterfront Block 11 Apartments.

Council discussed the item briefly with staff.

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

- Kimberlee Goheen, La Center, WA

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

Motion by Councilmember Stober, seconded by Councilmember Paulsen, and carried unanimously to approve Resolution M-4238.

21. **Larson Annexation**

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

City staff has received a petition to annex a parcel of land adjacent to city limits from a single-owner. The subject site is located at the very northern edge of the city limits at 5213 NE 95th Street, east of Saint Johns Road. The site is 1.16 acres in size and contains a single-family home and accessory structures. Surrounding uses include single family residential to the north, west, and east and an industrial warehouse to the south. The annexation area does not include any right of way within 95th street.

The current service providers for the annexation boundary area include:

- *Fire District 5 (currently serviced by Vancouver Fire Department)*
- *Clark Public Utilities water district (will remain)*
- *Clark Regional Sewer district (will remain)*
- *Clark County Park District 7 (will change to City Park District B)*
- *Clark County Sheriff's Office (will change to Vancouver Police Department)*
- *Development review/ permits (will change to City of Vancouver)*

The proposed annexation is being processed by the "direct petition" annexation method under RCW 35.13.125. At a publicly noticed hearing on February 27, 2023, City Council adopted a resolution that confirmed:

- *the physical boundary of the annexation property; and*
- *the resulting comprehensive plan designation of Urban Lower Density(UL) and a zoning designation of R-9 for the property; and*
- *the annexing property owner will not assume any City indebtedness.*

Following the February 27, 2023, Resolution to proceed, the applicant submitted a formal petition to annex the subject property into the City of Vancouver. The petition signature was reviewed and certified by the Clark County Assessor's Levy Office on April 20, 2023.

The annexation notice with hearing dates and information was published in the Columbian newspaper on May 4, 2023. The subject site was physically posted with signs in three places on May 4, 2023.

Request: Following the public hearing proceeding on June 26, 2023, vote to approve and adopt the ordinance to annex the Larson property into the City of Vancouver.

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

Bryan Monroe, Associate Housing Project Coordinator, provided an overview of the Larson Annexation.

Council discussed the item with staff.

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

- Kimberlee Goheen, La Center, WA

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

Motion by Councilmember Fox, seconded by Councilmember Paulsen, and carried 5-1 to approve Ordinance M-4414. Councilmember Stober voted No.

22. **Renaissance Boardwalk Master Plan**

Staff Report: 110-23

AN ORDINANCE conditionally approving a master plan, design review, shoreline substantial development permit, shoreline conditional use permit and zoning variance, subject to specified conditions of approval necessary to mitigate findings of potentially adverse impacts on surrounding properties, for the Renaissance Boardwalk development; and providing for an effective date.

The Kirkland Renaissance Boardwalk development includes multi-family residential and commercial uses, open space, and a riverfront boardwalk. The proposed development program includes 217 multi-family dwelling units, approximately 115,500 sq. ft. of commercial space, 370 underground parking spaces, including 100 EV-ready spaces, removal of the existing deteriorated wooden fishing pier, a new public riverside trail (the Renaissance Boardwalk), a new relocated public storm pipe, and reconstruction of the Renaissance Trail to incorporate the Heritage Sidewalk detail installed in the Vancouver Waterfront development.

The applicant is requesting the following approvals:

1. *Shoreline Substantial Development Permit – for development within the City Shoreline. The site contains critical areas including the FEMA floodway, FEMA 100-year floodplain (aka flood fringe), riparian management area and riparian buffer of the Columbia River and geologic hazards due to steep slopes and liquefaction. Critical areas review is processed with the shoreline substantial development permit and the critical areas regulations contained within the City's Shoreline Master Program, Chapter 5A apply.*
2. *Approval of a Master Plan – The site is located within the Columbia Shoreline Enhancement District that requires a master plan be approved per the standards of VMC 20.260 Planned Developments. The applicant requests both a conceptual and detail plan approval under the planned development provisions.*
3. *Shoreline Conditional Use Permit – for relocation and replacement of a large diameter stormwater outfall line that services upstream property.*
4. *CX Zone Height Variance – to allow the floor area to exceed 12,000 square feet for a floor that extends above 75 feet in height (Floor 8 is proposed to have 27,022 square feet).*
5. *Design Review – for development within the Downtown Design Review district.*

On January 17, 2023, a duly noticed public hearing was conducted before the City's Hearing Examiner and the Hearing Examiner issued findings, conclusions and recommendations for approval of the master plan, shoreline substantial development permit and shoreline conditional use permit and denial of the zoning variance (variance to the 12,000 square foot limitation on the upper 8th floor).

Based upon the two City Council workshops on April 3, 2023 and May 1, 2023, City staff has added conditions of approval to the Hearing Examiner recommendation as directed by Council (see Ordinance attachment memo 5-23-23). Additionally, the draft

ordinance contains approval findings for the requested height variance.

Request: On Monday, June 26, 2023, subject to second reading and public hearing, approve the ordinance.

Keith Jones, Senior Planner, 360-487-7887

Keith Jones, Senior Planner, provided an overview of the Renaissance Boardwalk Master Plan.

Council discussed the item with staff.

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

- Kimberlee Goheen, La Center, WA
- David Ison, Camas, WA

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

Motion by Councilmember Stober, seconded by Councilmember Paulsen, and carried unanimously to approve Ordinance M-4415.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Adjournment

10:26 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

The written comments below are those of the submitter alone and are not representative of the views of CVTV or the City of Vancouver, its elected or appointed officials, or its employees.

From: [Wendy Davis](#)
To: [City Council](#)
Subject: Arts Hub Support letter
Date: Monday, June 26, 2023 2:50:16 PM

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6/26/23

Dear Vancouver city Council,

I am writing in support of the proposed ARTS HUB at the old library. This would be such an asset to our community. We live in a metro area of more than 250K people and we do not have a dedicated arts /cultural center. !!

I really believe this would elevate our community and be great for bringing new people and businesses into our area. It raises property values. It shows Vancouver has its citizens interest in mind.

I spent three days this weekend at the Lake Oswego Arts festival as a vendor. It was a wonderful show put on by the people at the *Lake Oswego Cultural Arts Center*, and had an outstanding show of support by locals and people from all over the Oregon and SW Washington area. It surely brought in a lot of venue for their city. They have been doing this for 20 years. BECAUSE it is well loved. Their Cultural Center is a gem and a community asset like no other. And we all know how this affects property values in a city like Lake Oswego.

I suggest we model ourselves after their great example, and really put ourselves all in for supporting the arts in Vancouver. Again, this could do nothing if not ELEVATE our community.

Sincerely,

Wendy Davis
98662

Wendy Davis
[REDACTED]

Instagram & FB @ WendyDavisPaintings

From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Subject: FW: AOPA Comment submission RE: 6/26 Vancouver City Council Agenda Item # 22 - Renaissance Boardwalk Master Plan
Date: Friday, June 23, 2023 4:54:58 PM
Attachments: [image001.png](#)
Importance: High

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www.cityofvancouver.us

From: Schuster, Brad [REDACTED]
Sent: Friday, June 23, 2023 4:54 PM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: AOPA Comment submission RE: 6/26 Vancouver City Council Agenda Item # 22 - Renaissance Boardwalk Master Plan
Importance: High

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

Dear Ms. McEnerny-Ogle:

The Aircraft Owners and Pilots Association (AOPA) is the world's largest general aviation association including almost 10,000 members across Washington state and almost 250 members located at Pearson Field airport (VUO). Similar to the concerns expressed by the Federal Aviation Administration (FAA) Airport District Office and the Washington State Department of Transportation Aviation Division (WSDOT-A), AOPA has grave concerns about the speed at which developing the Renaissance Boardwalk with the proposed building heights is being considered and fully concurs with the FAA letter to your office dated June 16, 2023 requesting a pause in taking any further action on the Kirkland Renaissance Boardwalk development until an airspace analysis on the proposed building and construction crane(s) can be completed.

While we fully support the development of the Vancouver waterfront, it needs to be done in a safe and smart way. The only way to ensure the safety and wellbeing of aviators, future development occupants, and Vancouver residents in general is that we allow adequate time for the FAA-recommended studies to be completed. AOPA is imploring the City of Vancouver to consider this pause not only for our members and pilots, but also as doing so will better protect the city from

future lawsuits. In AOPA's almost 85 years of experience, we have seen countless well-intended developments built in close proximity to airports end up causing great community strife, conflict, and lawsuits for a wide range of reasons from aircraft incidents/accidents, to lawsuits over airport noise.

Finally and on a more personal note, I am a Washington resident, a general aviation pilot for over 35 years, and a Certificated Flight Instructor. In evaluating the existing Pearson Field (VUO) RNAV(GPS)-B instrument approach minimums, it gives me great concern that without further study and subsequent mitigation of aviation hazards, I could be flying in to VUO on the approach in the clouds on a circle to land procedure for runway 8 at prescribed minimums (cloud ceiling 691 feet above ground level with one mile forward visibility), maneuvering to land traveling at 1.5 miles per minute knowing "somewhere out there" there may be a construction crane or completed Renaissance building as I try to descend out of 700 feet...dropping down to 400 feet as I turn perpendicular to the runway on the base leg...and subsequently turning on the final leg descending down the final 300-400 feet to the runway.

Anything worth doing is worth doing right, and AOPA fully supports this reasonable request from the FAA to pause final decision making on subject project until such time as a thorough airspace analysis has been completed and mitigation strategies for identified hazards have been articulated and subsequently implemented.

Please consider me a resource on this issue and other matters impacting general aviation. I can be reached at email: [REDACTED]

Sincerely,



Brad Schuster, AOPA
Northwest Mountain Regional Manager

Brad Schuster
Northwest Mountain Regional Manager
Aircraft Owners & Pilots Association (AOPA)
[REDACTED]
www.aopa.org
[Join AOPA!](#)



From: [Spinelli, Jamie](#)
To: [Peck, Kerry](#); [Dollar, Sarah](#)
Cc: [Lande, Aaron](#); [Delapena, Amanda](#)
Subject: Fwd: 4th Safe Stay
Date: Saturday, June 24, 2023 2:29:19 PM

Just thought I'd pass this along in case Council wants to see the additional feedback we've received regarding SSC4.

From: Spinelli, Jamie <Jamie.Spinelli@cityofvancouver.us>
Sent: Saturday, June 24, 2023 2:27:12 PM
To: Jeff Graham <jefferysct@gmail.com>
Subject: Re: 4th Safe Stay

I appreciate the kind words and feedback!

While we can't control people moving to or from here, we do limit access to the Safe Stays to people who have been in Vancouver city limits for at least 30 days, and we verify that through a combination of looking through HMIS (the database all homeless service providers utilize to track clients and services they access) and HART, which is the City's own homeless outreach team. My team is out engaging with folks living outside every day, and we know if someone's been outside here for a while or if they're new faces. We also run background checks on everyone, so that can also give us an idea, in conjunction with all other info we gather, of where people are from and/or how long they've been here.

Most people who move here from other places are doing so in an effort to be left alone vs. attempting to access services...that's my experience, anyway.

Thanks for reaching out with your comments and questions!

Jamie

From: Jeff Graham [REDACTED]
Sent: Saturday, June 24, 2023 2:18:42 PM
To: Spinelli, Jamie <Jamie.Spinelli@cityofvancouver.us>
Subject: 4th Safe Stay

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I live down the street from the 4th site. I was impressed by the online meeting. It changed my mind on having the stay near the school. You have what looks like a great program. I also saw the portland news report and it is an example to the city of Portland. I know that there is screening with the folks that live in the sites. Do the individuals have to be from Washington state? My concern is that the poor folks that live in Portland will travel to Vancouver. Is this an issue or possible issue or do you keep the sites for our homeless?

From: [Spinelli, Jamie](#)
To: [Dollar, Sarah](#); [Delapena, Amanda](#)
Cc: [Lande, Aaron](#)
Subject: Fwd: Safe Stay on Main St.- to the City Council
Date: Sunday, June 25, 2023 1:05:28 PM

From: Eric Gilman <[REDACTED]>
Sent: Sunday, June 25, 2023 12:44:52 PM
To: Spinelli, Jamie <Jamie.Spinelli@cityofvancouver.us>
Subject: Safe Stay on Main St.- to the City Council

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Hi- My husband and I live on N.W. 41st St., not far from the new Safe Stay on Main St. We are delighted that Vancouver passed the affordable housing tax and is using it wisely for proven avenues to reduce the number of people without shelter. I wanted to write because we are unable to attend the upcoming council meeting and, judging by a flyer I saw in the Northwest neighborhood, there may some vocal opposition to the project. Also, the church we attend, Union Chapel, will be gathering bed linens and towels to donate there. There is support in the city for what you are doing!

Thank you very much! Suzanne Gilman

From: [Delapena, Amanda](#)
To: [Dollar, Sarah](#)
Cc: [Spinelli, Jamie](#); [Lande, Aaron](#)
Subject: FW: Proposed homeless site main street 42nd
Date: Monday, June 26, 2023 7:46:40 AM

From: LOUISE GRIFFIN [REDACTED]
Sent: Sunday, June 25, 2023 1:41 PM
To: City Mayor General Delivery <City.MayorGeneralDelivery@cityofvancouver.us>
Subject: Proposed homeless site main street 42nd

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I beg you please do not allow this to happen here it is too close to the schools neighborhoods churches I can only imagine horrible things to become of this. Yes, I do believe homeless need help but not here thank you.

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From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#); [Spinelli, Jamie](#)
Subject: FW: Safe Stay Community #4
Date: Monday, June 26, 2023 8:05:54 AM

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City Manager's Office

CITY OF VANCOUVER

P.O. Box 1995 • Vancouver, WA 98668-1995

P: 360.487.8600 | F: 360.487.8625

www.cityofvancouver.us

From: Claudia Moreno <[REDACTED]>
Sent: Sunday, June 25, 2023 9:08 AM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: Safe Stay Community #4

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Dear City Council,

I am contacting you in support of the Safe Stay Community #4. I am an elder at First Presbyterian Church of Vancouver which is located just up the street from the proposed Safe Stay Community. I had a chance to visit the information session held on June 5 at Discovery Middle School, and I also took a tour of the Outpost on June 22. I learned about how the Safe Stay Community will be managed in a safe manner and how residents are supported in their efforts to get their lives back on track, getting housing first. I'm excited about this way of providing temporary housing to the most vulnerable members of our community. I look forward to supporting this community through my church. I strongly encourage you to vote yes for Safe Stay Community #4. Thank you for your work in caring for all residents of Vancouver.

Sincerely,

Claudia Moreno, Elder at First Presbyterian Church in Vancouver

--

Claudia Moreno

[REDACTED]

Ridgefield, WA 98642

[REDACTED]

From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#); [Spinelli, Jamie](#)
Subject: FW: Safe Stay on Main St.- to the City Council
Date: Monday, June 26, 2023 8:06:49 AM

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www.cityofvancouver.us

From: Eric Gilman [REDACTED]
Sent: Sunday, June 25, 2023 12:47 PM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: Fw: Safe Stay on Main St.- to the City Council

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Sent from [Outlook](#)

From: Eric Gilman
Sent: Sunday, June 25, 2023 12:44 PM
To: Spinelli, Jamie <Jamie.Spinelli@cityofvancouver.us>
Subject: Safe Stay on Main St.- to the City Council

Hi- My husband and I live on N.W. 41st St., not far from the new Safe Stay on Main St. We are delighted that Vancouver passed the affordable housing tax and is using it wisely for proven avenues to reduce the number of people without shelter. I wanted to write because we are unable to attend the upcoming council meeting and, judging by a flyer I saw in the Northwest neighborhood, there may some vocal opposition to the project. Also, the church we attend, Union Chapel, will be gathering bed linens and towels to donate there. There is support in the city for what you are doing!

Thank you very much! Suzanne Gilman

From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#); [Spinelli, Jamie](#)
Subject: FW: Safe stay
Date: Monday, June 26, 2023 8:07:33 AM

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-----Original Message-----

From: Antoinette Emch [REDACTED]
Sent: Sunday, June 25, 2023 10:07 PM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: Safe stay

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I support the project of Safe Stay as proposed.
Antoinette Emch

Sent from my iPhone

From: [City of Vancouver - Office of the City Manager](#)
To: [Spinelli, Jamie](#)
Cc: [Dollar, Sarah](#)
Subject: FW: Safe stay
Date: Monday, June 26, 2023 8:08:00 AM

FYI

-Kristin

-----Original Message-----

From: Antoinette Emch <[REDACTED]>
Sent: Sunday, June 25, 2023 10:07 PM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: Safe stay

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I support the project of Safe Stay as proposed.
Antoinette Emch

Sent from my iPhone

From: [City of Vancouver - Office of the City Manager](#)
To: [Spinelli, Jamie](#)
Cc: [Dollar, Sarah](#)
Subject: FW: Support for Safe Stay Community #4
Date: Monday, June 26, 2023 8:08:20 AM

FYI

-Kristin

From: Joe Igla [REDACTED]
Sent: Sunday, June 25, 2023 10:09 PM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: Support for Safe Stay Community #4

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

City Councilors,

I wanted to express my support for the development of Safe Stay Community #4 in Vancouver WA. I serve on the lay leadership team for First Presbyterian Church close by, and several members of my congregation have described the plans for development of the Safe Stay Community. I think it is marvelous how much thought and consideration has been given to the safety of the community and the dignity of the residents. I am proud to live in a city that is being proactive in providing housing to the needy in a way that is safe and dignified. I am honored that such a plan is being implemented in my community and I wanted to express my full support of the development.

You have my gratitude, and the gratitude of many of my friends and neighbors.

All my best,

Joe Igla

[REDACTED]
[REDACTED]

From: [City of Vancouver - Office of the City Manager](#)
To: [Spinelli, Jamie](#)
Cc: [Dollar, Sarah](#)
Subject: FW: Safe Stay Community #4 on Main Street
Date: Monday, June 26, 2023 8:08:43 AM

FYI

-Kristin

From: Bob Brunelle [REDACTED]
Sent: Sunday, June 25, 2023 10:39 PM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: Safe Stay Community #4 on Main Street

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

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

My wife, Nancy Brunelle, and I, Bob Brunelle, totally support the need for this Safe Stay Community. We have been members of the First Presbyterian Church on Main Street for several years and totally support programs that help our homeless community neighbors. It's a great way to use this vacant land to provide a safe place to stay. You have our support.

Bob Brunelle

From: [City of Vancouver - Office of the City Manager](#)
To: [Spinelli, Jamie](#)
Cc: [Dollar, Sarah](#)
Subject: FW: Safe Stay Community #4
Date: Monday, June 26, 2023 8:09:19 AM

FYI

-Kristin

From: L GRELL [REDACTED]
Sent: Monday, June 26, 2023 7:05 AM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: Safe Stay Community #4

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

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

We strongly support the City Council's visionary approach to provide safe housing at [Safe Stay Community #4](#). The program is well designed, provides no threat to the community and reduces homelessness in Vancouver initial housing for the homeless.

The people who say "not in my community" don't understand the vision. Please approve this project.

-Larry and Lynn Grell

From: [City of Vancouver - Office of the City Manager](#)
To: [Spinelli, Jamie](#)
Cc: [Dollar, Sarah](#)
Subject: FW: Just so you know....
Date: Monday, June 26, 2023 8:10:15 AM

FYI

-Kristin

From: Carie Niblock [REDACTED]
Sent: Monday, June 26, 2023 7:23 AM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: Fwd: Just so you know....

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

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

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

From: Carie Niblock [REDACTED]
Date: Fri, Jun 23, 2023 at 11:19 AM
Subject: Fwd: Just so you know....
To: <vancmo@cityofvancouver.us>

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

From: Carie Niblock <[REDACTED]>
Date: Wed, Jun 21, 2023 at 6:07 PM
Subject: Just so you know....
To: <vancmo@cityofvancouver.us>

The RV's are piling up on Fort Vancouver Way by Clark college.
There's people living in their cars on E 27th st between Fairmont and Watson.
with Oregon plates. The house at 2908 has a homeless camp in their backyard
and people living in an Rv in the driveway who dump their waste in the road.
Aaaaaaand just so you know, I will email and call 311 every day until this
is taken care of. I will also email every day in opposition to the homeless camp
your dumb employees want to put next to Discovery middle school.
I paid too much for my home and I pay too much for property taxes to deal

with this BS.

The way things are going, this city will see a mass exodus like Portland has.

Wake up!!

Sent from my iPhone

From: [City Council](#)
To: [Dollar, Sarah](#)
Subject: FW: Comment(s) on June 26 agenda items
Date: Monday, June 26, 2023 8:10:49 AM

From: Jean M. Avery [REDACTED]
Sent: Sunday, June 25, 2023 7:03 PM
To: City Council <council@cityofvancouver.us>
Subject: Comment(s) on June 26 agenda items

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

Cheers: For "allow[ing] community members to influence the development of plans."

Omission?: Listed partnerships do not include:

- Korean communities
- faith communities
- high school and college classes

Jeers: For granting tax subsidies to developers for "affordable" housing.

Reminder: Please continue to emphasize climate considerations and preservation of trees/green spaces.

Thank you,
Jean M. Avery
Vancouver

From: [Carie Niblock](#)
To: [Corrie Kutkey](#)
Cc: [City Council](#)
Subject: Re: Safe Stay Community
Date: Monday, June 26, 2023 7:20:28 AM

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

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

Thank you, Corrie.

In addition, it should be noted that I have emailed the city, and the people in charge of the Safe Stay Community, several times now without any response by them.

To ignore the concerns of the citizens does not mean there's no opposition.

The reason for emailing the city is because they have let the city get full of illegal campers again. The RV situation at Clark Collage is worse than it's ever been.

You want to take our tax dollars to give people a "safe" place to be but I have to use my own money to keep my property safe from these people. Punishing the people who actually contribute positively to a city is ridiculous.

"If you build it, they will come." If not, they will leave. Let them leave. Kick them out. Or is homelessness a money maker? That must be it.

Sincerely, Born and Raised here.

On Sun, Jun 25, 2023 at 8:43 PM Corrie Kutkey <[REDACTED]> wrote:

To Whom it May Concern,

I am forwarding you an email conversation with a neighbor to be included in the considerations reviewed at tomorrow's council meeting.

I will be attending in person to discuss my own concerns.

Thank you,
Corrie

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

From: Carie Niblock <[REDACTED]>
Date: Tue, Jun 20, 2023 at 9:19 AM
Subject: Fwd: Safe Stay Community
To: [REDACTED]

Below is an email I sent to the city contact I found on the website for this proposed community Safe Place. I did not receive a response. I also emailed Kerry Peck who was listed as a contact on the 'Dear Community Member' letter that was only sent to people within 1200 feet of the proposed location. She replied with nothing but rainbows and butterflies. She also mentioned how the community sites for the homeless bring jobs to Vancouver. So in a roundabout way, she confirmed that homelessness is a money maker.

Our governments have no plan on actually fixing the problem because the problem make's money.

I am unable to attend the city council meeting as I will be out of town. However, I appreciate you putting yourself out there for the community. And thanks for dropping off the flyer at Discovery.

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

From: **Carie Niblock** <[REDACTED]>

Date: Mon, Jun 12, 2023 at 8:03 AM

Subject: Safe Stay Community

To: <cmo@cityofvancouver.us>

To whom it may concern,

I am deeply disappointed that myself and others living in the Discovery Middle School boundary were not important enough to receive the 'Dear Community Member' letter that was sent to Discovery MS from Jamie Spinelli, the Homeless Response Manager.

This is sneaky and irresponsible. I have many friends and family living in this school's boundary who have children that either attend Discovery, or will be attending in the future.

These community member voices went unheard during the in person community information sessions held at Discovery MS because they had no idea it was happening because, again, no letters were sent to the community who actually live in the boundary. I live in the boundary! Where is my letter?

Students who attend Discovery, who live within a mile radius, have zero school bus options. They walk to and from school. In fact, a very large number of them walk right past the proposed site. I don't think this would be allowed by Alki MS or Skyveiw HS.

I ask of you, stop giving away services to the homeless. The more you give, the more homeless will infiltrate, perpetuating the problem. And with the new camping ban the City of Portland has signed into law, guess where those homeless people are going to go? They will go where the free services are. If the City of Vancouver hasn't learned anything from Portland's examples, then you will leave no choice to Vancouver's citizens but to exodus as people are continuing to do from Portland.

In closing, I ask that you send notification to every household located in the Discovery MS's boundary. You can find boundary maps on the Vancouver Public School website. <https://vansd.org/>

Respectfully,
Apposed Community Member.

From: [Corrie Kutkey](#)
To: [City Council](#)
Subject: Re: Safe Stay site at Kiggins Bowl
Date: Sunday, June 25, 2023 8:48:45 PM
Attachments: [Community Flier - rev 2.pdf](#)
[Letter to City Council - Safe Stay Vancouver 4.pdf](#)

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

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

Sending one more time with my community flier attached. I have also attached the letter I separately sent to City Council on the topic.

On Sun, Jun 25, 2023 at 8:46 PM Corrie Kutkey [REDACTED] > wrote:

To Whom it May Concern,

I plan to attend the City Council session tomorrow along with my fellow concerned neighbor, Carter. I am forwarding this email in order to formally include his comments into the record for consideration during tomorrow's town hall meeting. I posted notices in the neighborhood to publicize the proposed location and ensure neighbors knew they had a forum to participate (the council meeting on Monday).

Thank you,
corrie

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

From: Carter Maser <[REDACTED]>
Date: Mon, Jun 19, 2023 at 6:22 PM
Subject: Safe Stay site at Kiggins Bowl
To: [REDACTED]

Hi,

I've been messaging with another neighbor here at 39th and Main about the Kiggins Bowl Safe Stay site. I learned about it this morning and spent several hours today talking to residents and businesses on F and Main St between 39th and 40th. I was about to make copies of your flyer and start placing them in people's mailboxes when I realized that the flyer was not from the city but a citizen.

I thought it would be good to reach out. The person I have been texting has worked with homeless in the past and has concerns as well. Most people I spoke with today do as well. Seems we should connect and figure how to best use the efforts of the three of us (me, you and the person I've been messaging) to engage the neighborhood and make an impact.

Email back if that makes sense.

Regards,
Carter

Title: City Council Restricts Community Member Participation in Safe Stay Vancouver Decisions

Dear City Council and Fellow Community Members,

I write to you as a concerned neighbor who lives across the street from the recently “proposed” location for Safe Stay Vancouver #4. I attended the in-person community session hosted on June 5th and was disappointed to discover that, although presented as a “proposed location,” it appears the City has very much decided upon the location, which shares property lines with, and parking facilities for, two sport fields that are actively used by both middle and high school students.

There are comments on the “beheardvancouver” website, as well as presented in person during the June 5th event, that there are examples of other communities that are “close” (1.5 miles isn’t the same as adjacent!) and essentially, nothing bad has happened...yet. Are we waiting for the “yet” to come to fruition?

More personally, the property I recently purchased (March 2022) is across the street from the “proposed” location. It is a duplex, which means I not only call it home, I also act as landlord. I am concerned about my ability to attract tenants and charge the rent the property deserves. If I were looking to rent a property, I would not choose to do so across the street from a homeless community. I am fearful of home break ins, drug paraphernalia, car break ins, MORE people rummaging through my trash and recycling, and for the safety of the middle school students.

Needless to say, I am fired up and interested in participating in the upcoming hearing on June 26, which I only know about due to having attended the June 5th community session. It is impossible to find information in the places where concerned community members, particularly ones who are blindsided by a city decision that affects our sense of safety and security, are guided to look.

I ask you – what would you do if your access to speak up was restricted in this fashion? Please look at the attached screenshots from the City of Vancouver and Be Heard Vancouver websites.

- June 26 meeting has no agenda
- The link to register to provide council meeting testimony says “submissions are closed” (apparently closed for the June 5 meeting – which was over a week ago – and no option to register for June 26)
- City Council Calendar includes zero details
- Be Heard Vancouver website no longer taking comments, but also doesn’t provide any information about a June 26 hearing and how to sign up (there is a note that says “provide feedback by June 26,” but this is frankly not sufficient)
- The contact information provided at the June 5th hearing was an email for Lee Geslinger. I tried emailing at the address provided, and my email was blocked.

Honestly, what would you do?

Respectfully,



Vancouver, WA 98663

The screenshot shows the official website of the City of Vancouver, Washington. The header features the city logo and a search bar. A navigation bar lists various city services. The main content area is titled "City Council Meeting" and provides the date and time for the next meeting. A sidebar on the left contains contact information for the council chambers and the mayor's office.

CITY OF Vancouver WASHINGTON

Search Submit S

Our Community Safety & Services Business & Development Recreation & Events Inside City Hall

I want to...

Contact Information

Council Chambers
415 West 6th Street (2nd Floor)

Mayor & Council Office
415 West 6th Street (2nd Floor)
Monday through Friday,
8 am-5 pm, by appointment only

City Council Meeting

Calendar Date:
Monday, June 26, 2023 - 6:30pm
[Back to Meetings](#)

[View all Council agendas and minutes](#)

[Return to Top](#)

I want to...

Contact Information

Council Chambers

415 West 6th Street (2nd
Floor)

Mayor & Council Office

415 West 6th Street (2nd
Floor)
Monday through Friday,
8 am-5 pm, by appointment
only
(360) 487-8629

City Manager's Office

415 West 6th Street (2nd
Floor)
(360) 487-8600

P.O. Box 1995
Vancouver, WA 98668-1995

[View Full Contact Details](#)

Upcoming Events



Submissions for this form are closed.

Register to provide Council meeting testimony

The City Council will be accepting testimony regarding any matter on the agenda during its next Regular meeting. Testimony may be provided in person in the Council Chambers at City Hall or remotely over the GoToMeeting conferencing platform.

Advance registration is required for members of the public who wish to provide in-person or remote testimony during the City Council meeting. **Online registration will close at 12 p.m. on Monday, June 5.** There are sign up cards and a submission box outside of Council Chambers for **in person sign up only**. Testimony sign up cards must be submitted no later than **6:30 p.m. June 5**.

Anyone who has registered to testify remotely must **be available to connect or call in to the Council meeting between 6:00 and 6:30 p.m. June 5**. Detailed instructions will be emailed to participants after registration closes on June 5, including the link and credentials for accessing the GoToMeeting session.

Written comments on agenda items will also be accepted. Comments should be emailed to cmo@cityofvancouver.us by 12 p.m. on June 5 to submit them to the City Council in advance.

[View the agenda for the June 5 Council meeting.](#)

The Council meeting will be available to view live on CVTV Comcast Channel 23 / 323, on www.cvtv.org, and on the City's Facebook page, www.facebook.com/vancouverus.

To register to testify during the Council meeting, please fill out and submit the form below.

Please note that pursuant to the state's Public Records Act (RCW 42.56), registration forms submitted for Council testimony are public records and may be subject to public disclosure.



Vancouver City Council

2023 Meeting Calendar



January

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
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	31					

Regular Meeting

Community Forum

Holiday/5th Monday—No Meeting (see details on back)

Workshops 4 – 6 p.m., unless otherwise noted on agenda. All meetings begin at 6:30 p.m.

Safe Stay Community #4 | Be Heard Vancouver

Contact the City Council | City of Vancouver, Washing...

Safe Stay Vancouver #4 - ckutkey@gmail.com - Gmail

Fractal Pre COD Projects - Gen

Safe Stay Community Comment Form

Safe Stay Community Comment Form

We invite you to share your thoughts on the Safe Stay Community proposed for **4611 Main Street**, using the comment box below. **This comment period ends on Friday, June 9.** If you have general comments about homelessness in Vancouver not specific to this Safe Stay Community location, please email them to beheard@cityofvancouver.us.

We also invite you to attend one of our upcoming [community information sessions on May 31 and June 5](#). During these meetings, you will have the chance to ask questions, offer feedback and meet nonprofit operator, Do Good Multnomah.

Thank you for sharing your feedback with the City of Vancouver!

CLOSED: The Safe Stay Community comment period has closed. If you'd like to share your input with the City Council, you can email comments to cmo@cityofvancouver.us by noon on June 26.

Documents

Vancouver Homelessness Plan Presentation (Council Workshop: May 24, 2021) (1.52 MB) (pdf)

RFP 34-21: Supportive Campsite and Safe Park Programs (620 KB) (pdf)

Text of Supportive Campsite Ordinance Approved by City Council (Sept. 20, 2021) (63.4 KB) (pdf)

Important Links

City of Vancouver's Homelessness Webpage

Homelessness FAQs

Resources for Residents Experiencing Homelessness

Report an Issue Related to Homelessness

Clark County Resource Guide

Page last updated: 10 Jun 2023, 11:30 AM

Safe Stay Community #4



The City of Vancouver is proposing the property at **4611 Main Street** as a potential location for its next Safe Stay Community for people experiencing unsheltered homelessness.

The property, which is approximately 18,750 square feet, is owned by the Washington State Department of Transportation (WSDOT). The City has worked closely with WSDOT to identify and lease the property. City staff feel that this location is well suited for a Safe Stay Community, as it is close to public transportation and will help address the needs of nearby unhoused residents.



The City is currently conducting extensive outreach to all residents and business owners within 1,200 feet of the proposed site, seeking their input during a public comment period that is part of the process established for opening any location for a Safe Stay Community. **Share your comments on the proposed Safe Stay Community [below](#).**

If approved, the site at 4611 Main Street would be the fourth Safe Stay Community to be approved in Vancouver. The first, located in east Vancouver, opened in December 2021. The second site in northeast Vancouver opened in April 2022. A third site downtown has been approved and is awaiting construction. Since opening, the first two communities have successfully provided their residents with referrals for permanent housing, job placement support and access to critical health and treatment services necessary to exit homelessness.

Meet the Nonprofit Operator

The proposed community will be fenced and staffed 24/7 by onsite nonprofit operator, [Do Good Multnomah](#). Since 2015, the organization has provided supportive housing and shelter services to veterans and others experiencing homelessness. We invite you to learn more about [Do Good Multnomah](#) by visiting their website or attending an upcoming [information session](#).

Frequently Asked Questions

Community Information Sessions

 [Virtual Community Information Session](#)
May 31 2023

 [In-Person Community Information Session](#)
June 05 2023

Who's Listening

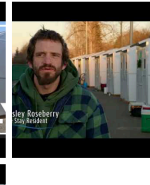
[Jamie Spinelli](#)

Homeless Response
Coordinator
City of Vancouver



Email Jamie.Spinelli@cityofvancouver.us

Videos





Message blocked

Your message to **Lee.geslinger@cityofvancouver.us** has been blocked. See technical details below for more information.

The response from the remote server was:

550 5.4.1 Recipient address rejected: Access denied. AS(201806281) [DM3GCC02FT014.eop-gcc02.prod.protection.outlook.com 2023-06-14T13:35:47.872Z 08DB6C820F80ADF9]

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

From: Corrie Kutkey [REDACTED]

To: Lee.geslinger@cityofvancouver.us

Cc:

Bcc:

Date: Wed, 14 Jun 2023 06:35:35 -0700

Subject: Safe Stay Vancouver #4

Hello Lee,

I attended the recent In-person Community Information session on June 5th. During that session, information was shared regarding the upcoming hearing on June 26th. However, I cannot find an opportunity online to sign up to participate in the hearing.

Are you able to please share information on how to sign up to participate and speak at this event?

Thank you,

A concerned neighbor and community member, Corrie Kutkey

Planned Homeless Community @ Kiggin's bowl

City Council Hearing

City Council Hearing

June 26, 2023
6:30 pm

Vancouver Town Hall
415 W 6th Street

www.cityofvancouver.us

Are you aware there is a proposed **Safe Stay Homeless Community** planned for the Kiggin's Bowl parking lot at the intersection of 45th and Main?

If you are concerned for the safety and security of the neighborhood you call home, join me at the City Council Meeting on June 26th at 6:30pm.

The agenda will be posted on the City of Vancouver website (full web address below) on Tuesday, June 20th. At that time, you can also sign up to speak at the hearing. If you are not available to speak or attend, but you want to be heard, please email me (contact information below), and I will endeavor to voice your thoughts and concerns.

Additional Resources:

<https://www.cityofvancouver.us/citycouncil/page/city-council-meeting-276>

<https://www.beheardvancouver.org/ssc4>

My contact information: CKutkey@gmail.com

From: [Corrie Kutkey](#)
To: [City Council](#)
Cc: [Carter Maser](#)
Subject: Fwd: Safe Stay site at Kiggins Bowl
Date: Sunday, June 25, 2023 8:46:58 PM

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

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

To Whom it May Concern,

I plan to attend the City Council session tomorrow along with my fellow concerned neighbor, Carter. I am forwarding this email in order to formally include his comments into the record for consideration during tomorrow's town hall meeting. I posted notices in the neighborhood to publicize the proposed location and ensure neighbors knew they had a forum to participate (the council meeting on Monday).

Thank you,
corrie

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

From: **Carter Maser** [REDACTED]
Date: Mon, Jun 19, 2023 at 6:22 PM
Subject: Safe Stay site at Kiggins Bowl
[REDACTED]

Hi,

I've been messaging with another neighbor here at 39th and Main about the Kiggins Bowl Safe Stay site. I learned about it this morning and spent several hours today talking to residents and businesses on F and Main St between 39th and 40th. I was about to make copies of your flyer and start placing them in people's mailboxes when I realized that the flyer was not from the city but a citizen.

I thought it would be good to reach out. The person I have been texting has worked with homeless in the past and has concerns as well. Most people I spoke with today do as well. Seems we should connect and figure how to best use the efforts of the three of us (me, you and the person I've been messaging) to engage the neighborhood and make an impact.

Email back if that makes sense.

Regards,
Carter

From: [Corrie Kutkey](#)
To: [City Council](#)
Cc: [Carie Niblock](#)
Subject: Fwd: Safe Stay Community
Date: Sunday, June 25, 2023 8:43:59 PM

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

To Whom it May Concern,

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I will be attending in person to discuss my own concerns.

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Corrie

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From: Carie Niblock <[REDACTED]>
Date: Tue, Jun 20, 2023 at 9:19 AM
Subject: Fwd: Safe Stay Community
To: [REDACTED]

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

From: Carie Niblock <[REDACTED]>
Date: Mon, Jun 12, 2023 at 8:03 AM
Subject: Safe Stay Community
To: <cmo@cityofvancouver.us>

To whom it may concern,

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This is sneaky and irresponsible. I have many friends and family living in this school's boundary who have children that either attend Discovery, or will be attending in the future.

These community member voices went unheard during the in person community information sessions held at Discovery MS because they had no idea it was happening because, again, no letters were sent to the community who actually live in the boundary. I live in the boundary! Where is my letter?

Students who attend Discovery, who live within a mile radius, have zero school bus options. They walk to and from school. In fact, a very large number of them walk right past the proposed site. I don't think this would be allowed by Alki MS or Skyveiw HS.

I ask of you, stop giving away services to the homeless. The more you give, the more homeless will infiltrate, perpetuating the problem. And with the new camping ban the City of Portland has signed into law, guess where those homeless people are going to go? They will go where the free services are. If the City of Vancouver hasn't learned anything from Portland's examples, then you will leave no choice to Vancouver's citizens but to exodus as people are continuing to do from Portland.

In closing, I ask that you send notification to every household located in the Discovery MS's boundary. You can find boundary maps on the Vancouver Public School website. <https://vansd.org/>

Respectfully,
Apposed Community Member.

From: [City of Vancouver - Office of the City Manager](#)
To: [Spinelli, Jamie](#)
Cc: [Dollar, Sarah](#)
Subject: FW: Consent Item 4, June 26 Meeting
Date: Monday, June 26, 2023 10:16:05 AM

FYI

-Kristin

From: angelo.branch [REDACTED]
Sent: Monday, June 26, 2023 9:56 AM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: Re: Consent Item 4, June 26 Meeting

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

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

Angelo Branch, 3400 Daniels.

I ask that Council reconsider the location chosen for the Stay Safe site off Main by Kiggins Bowl.

I understand the logic to build near public transportation and services. However, there should be a higher level of consideration given to trails and other recreational services and potential impacts thereto. This site is simply too close to the Burnt Bridge Creek Trail. I think we can agree that in working through housing challenges, efforts to solve those issues should not diminish quality of life for other citizens.

Bottom line: with only 4 sites built/to build, this cannot be the best site to consider. While I expect members will point to "time lost" if this site is not chosen, I don't think that a legitimate argument over effects on public recreational spaces.

Thank you in advance for careful consideration to this matter.

Sent with [Proton Mail](#) secure email.

From: [City of Vancouver - Office of the City Manager](#)
To: [Spinelli, Jamie](#)
Cc: [Dollar, Sarah](#)
Subject: FW:
Date: Monday, June 26, 2023 10:17:47 AM
Attachments: [text_0.txt](#)

FYI

-Kristin

From: [REDACTED]
Sent: Monday, June 26, 2023 10:17 AM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject:

As a member of First Presbyterian Church and being familiar with your other Safe Stay community, I support the decision to create another community near our congregation. We look forward to new neighbors.

From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Subject: FW: Written comments for City Council meeting
Date: Monday, June 26, 2023 11:42:50 AM
Attachments: [6.26.23.VUO Council.pdf](#)

Hi Sarah,

Please see attached written comments for City Council meeting.

-Kristin

From: Ison, David [REDACTED]
Sent: Monday, June 26, 2023 11:38 AM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: Written comments for City Council meeting

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

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

Dear COV,

Please see the attached as a supplement for my in-person testimony this evening.

David Ison, PhD | Aviation Planner
Airport Land Use Compatibility & Emerging Aviation Technologies
Washington State Department of Transportation
[REDACTED]



**Washington State
Department of Transportation**

Aviation Division
7702 Terminal St SW
Tumwater, WA 98501
360-709-8015 / FAX: 360-709-8009
Toll Free: 1-800-552-0666
TTY: 1-800-833-6388
www.wsdot.wa.gov

June 26, 2023

City of Vancouver City Council
415 W 6th Street
Vancouver, WA 98668

Dear Council Members:

Attached to this letter are a series of overlays of the Pearson Airport. Overlay 1 is of the positions of arrival accidents in reference to a typical general aviation runway. Overlay 2 is of the percentage (%) of arrival accidents in reference to a typical general aviation runway. Overlay 3 is of the positions of departure accidents in reference to a typical general aviation runway. Overlay 4 is of the percentage (%) of departure accidents in reference to a typical general aviation runway.

WSDOT Aviation Division wanted to provide this data to the Council to help inform their decision on the Kirkland Renaissance Waterfront Development.

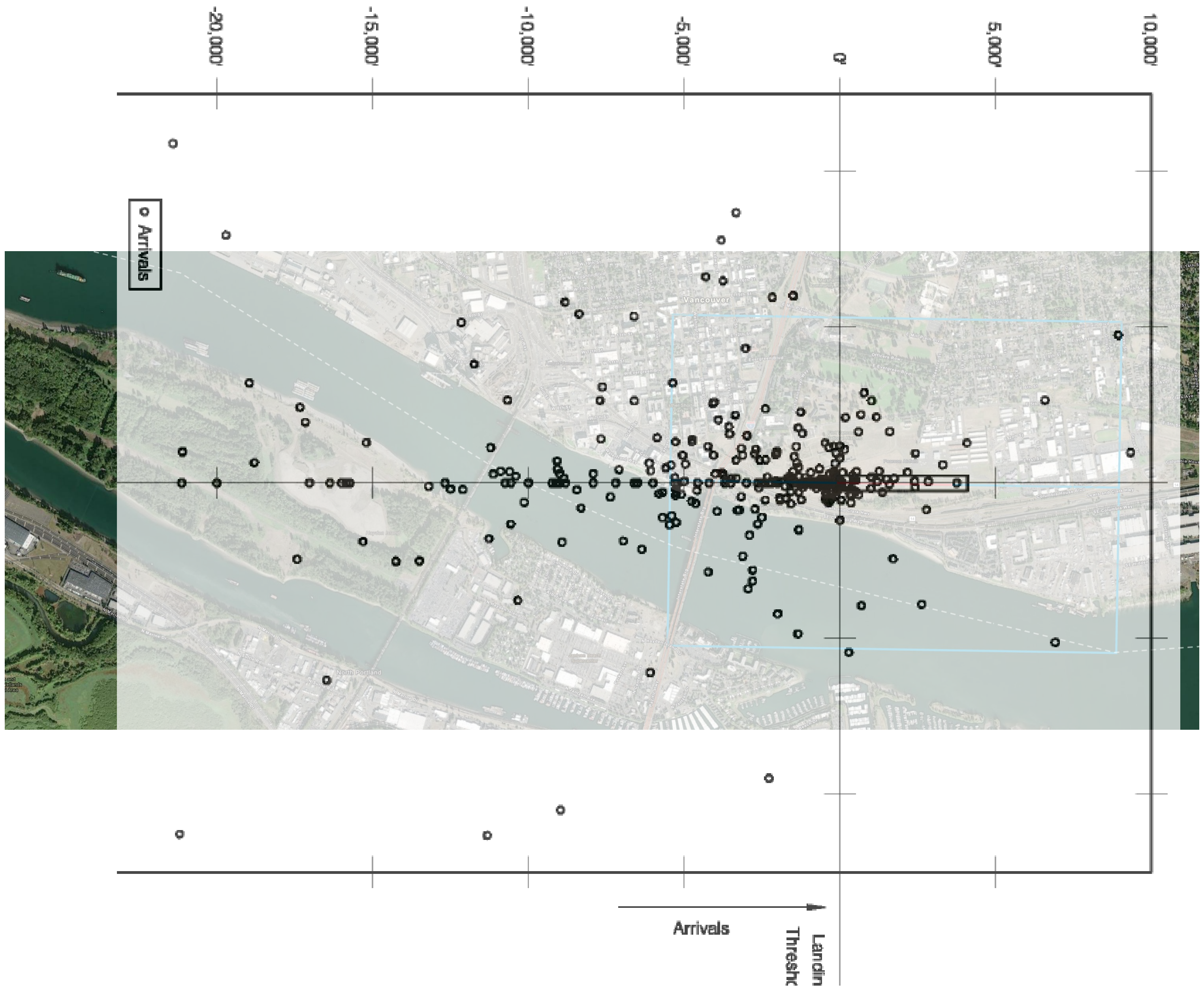
Sincerely,

A handwritten signature in blue ink, appearing to read 'D. Ison'.

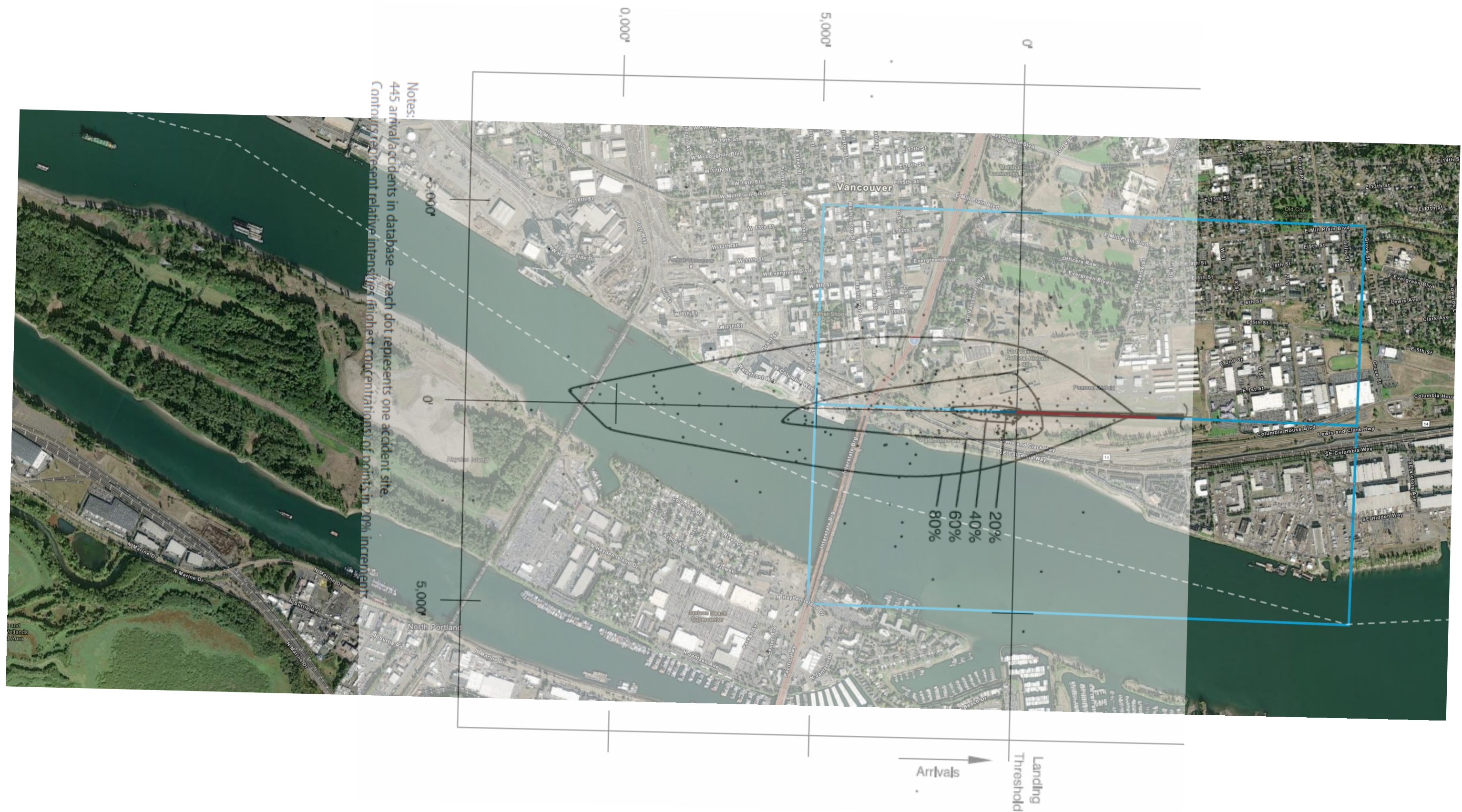
David Ison, PhD
Aviation Planner

Enclosures: 4

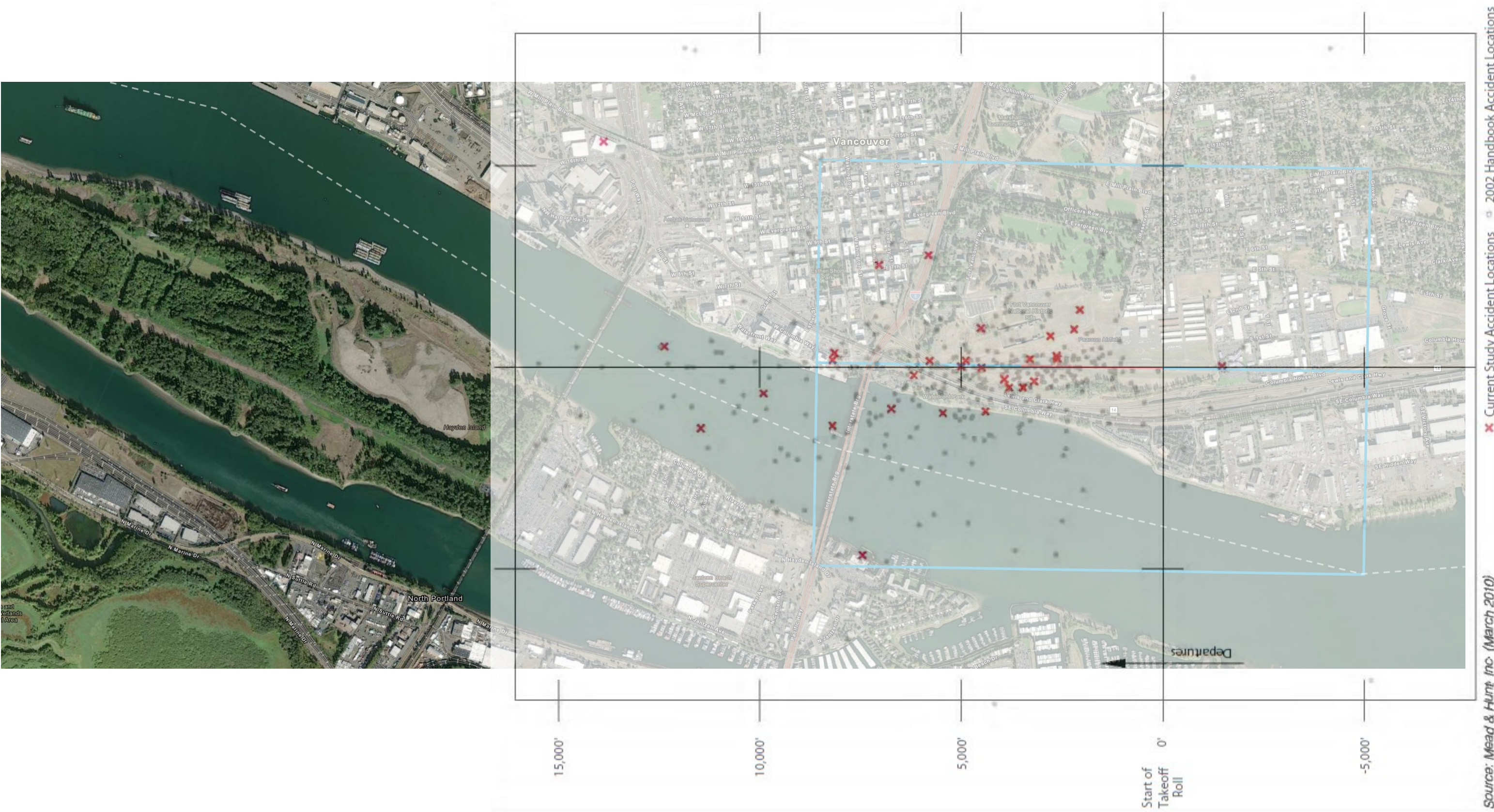
Overlay 1: Location of Arrival Accidents in Reference to a Typical General Aviation Runway



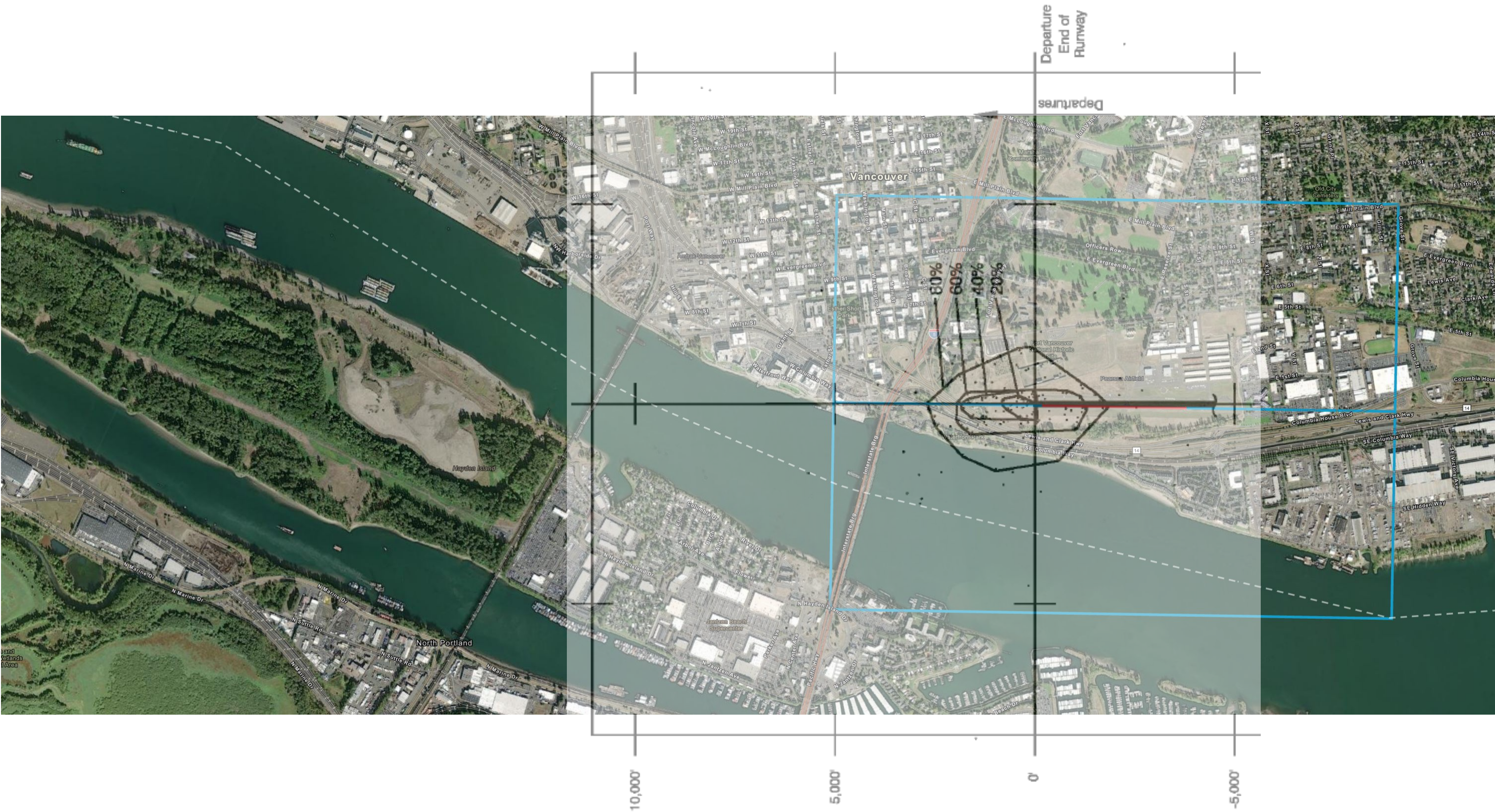
Overlay 2: Percentage of Arrival Accidents in Reference to a Typical General Aviation Runway



Overlay 3: Location of Departure Accidents in Reference to a Typical General Aviation Runway



Overlay 4: Percentage of Departure Accidents in Reference to a Typical General Aviation Runway



From: [ROBERT HUGHES](#)
To: [City Council](#)
Subject: Comments for 6.26.23 City Council Mtg RE: #4 Stay Safe 4 WSDOT Lease
Date: Monday, June 26, 2023 11:52:37 AM

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

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

In regards to Item 4 on the 6,26.23 City Council Meeting Directing City Staff to negotiate and execute a Lease Agreement with Washington State Department of Transportation (WSDOT) for temporary establishment of a Safe Stay Community

I support the mission of the Stay Safe Shelters but have deep concerns about the proposal to establish such a facility at 4611 Main St.

Vancouver is very fortunate to have a wooded space on the edge of our city. It has been almost 100 years since Anna Leverich donated the 24 acres that now include or border, Kiggins Bowl, Covington House, the new sports field facility, Discovery Middle School and components of our urban trail system. This general location is an important legacy and the life of our city.

WSDOT making the property available for this facility is a convenient opportunity for Ms Spinelli and her response team with their mission and it has been mentioned many times that it meets all the criteria for fourth shelter site.

Yet it is clear to me that this proposal needs special consideration because of its location because there has not been adequate consideration on how the presence of a Stay Safe Shelter will truly impact the natural spaces and community resources and on this end of the city. I believe this is reflected by the quantity and flavor of the comments and questions that have submitted earlier through the Be Heard and email channels and was certainly a present concern at the June 5 information meeting at Discovery.

I urge the Council members to hit the pause button or dismiss the proposal. This action would not be a reflection on the Stay Safe model and the work done in that regard, but as careful consideration of its potential to impact an important component of our city's environment and activities.

Best Regards,
Robert Hughes

From: [Mona](#)
To: [City Council](#)
Subject: Submission: City Council Contact Form
Date: Monday, June 26, 2023 11:55:17 AM

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



City Council Contact Form

Submitted date: Monday, June 26, 2023 - 11:55am

Contact Information

First name:

Mona

Last name:

McNeil

Email address:

[REDACTED]

Phone number:

[REDACTED]

Street address:

[REDACTED]

ZIP code:

98686

Inquiry Information

Subject:

Share an opinion about a City project or initiative

Recipient:

All of Council

Message:

I believe Vancouver should give our community a first-rate arts center. I have lived here since 1988 and worked in Portland. I am now retired but attend arts events 2-3 times per week in Portland where my friends are artists, performers, educators and social activists.

Vancouver is becoming a much more interesting place to live and we need art spaces to create and perform in all the arts. Art benefits everyone and gives youth a positive focus. Art makes us see human potential and shows us truths about social justice and nature's precious beauty.

As I age, I would like to travel less to Portland to see good art, and Vancouver has many creatives

who need a community art center. Thanks for all your forward-thinking planning. Mona McNeil, Ph.
D. Clinical Psychology

Upload a file:

From: [City Council](#)
To: [Dollar, Sarah](#)
Cc: [Donovan, Stacey](#); [Burton, Melody](#)
Subject: Written comment for 6/26 - Arts Hub
Date: Wednesday, June 21, 2023 8:09:18 AM

From: Alejandra <webresponse@cityofvancouver.us>
Sent: Tuesday, June 20, 2023 5:38 PM
To: City Council <council@cityofvancouver.us>
Subject: Submission: City Council Contact Form

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

City of Vancouver, Washington



City Council Contact Form

Submitted date: Tuesday, June 20, 2023 - 5:38pm

Contact Information

First name:

Alejandra

Last name:

Krogh-Winkler

Email address:

[REDACTED]

Phone number:

[REDACTED]

Street address:

[REDACTED]

ZIP code:

98661

Inquiry Information

Subject:

Share an opinion about a City project or initiative

Recipient:

All of Council

Message:

I'm a resident of Vancouver and a member of The Columbia Arts Network. I've been involved in the art "scene" in Vancouver for many years. I've seen how the arts became the revival of downtown Vancouver with First Fridays and other festivals. This city is in need and ready to have an ART HUB.

I'm in absolute favor of the effort by the City of Vancouver and the Culture, Art, and Heritage Commission to renovate the old Fort Vancouver Regional Library into an Arts Hub. This HUB would bring the city a much needed center for the arts to be enjoyed by all. Thank you.

Upload a file:

From: [City Council](#)
To: [Dollar, Sarah](#)
Cc: [HART Team](#)
Subject: Written comment for 6/26 Council - SSC3
Date: Tuesday, June 20, 2023 8:26:45 AM

Amanda Delapena

From: Gerald <webresponse@cityofvancouver.us>
Sent: Monday, June 19, 2023 3:21 PM
To: City Council <council@cityofvancouver.us>
Subject: Submission: City Council Contact Form

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

City of Vancouver, Washington



City Council Contact Form

Submitted date: Monday, June 19, 2023 - 3:20pm

Contact Information

First name:

Gerald

Last name:

Hatcher

Email address:

[REDACTED]

Phone number:

[REDACTED]

Street address:

[REDACTED],

ZIP code:

98660

Inquiry Information

Subject:

Comment on an upcoming Council agenda item

Recipient:

All of Council

Message:

I would like to comment on the proposed Safe Stay at Main Street adjacent to Kiggin's Bowl. After attending the meeting at Discovery Middle School and talking to many of the people that will be involved in the overseeing of this Safe Stay, as well as talking to our neighbors, We have to inform you we do not believe it should be placed in this location. It should not be adjacent to a sports complex, Middle School(many students walk right past the site), Bike path, and path to local walking trails. As I understand it, the Council will vote on this June 26th. We hope to be there. I would hope that the council will listen to the people that actually live near the proposed site.

Upload a file:

From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#); [Spinelli, Jamie](#)
Subject: FW: Planned SSC on 45th/Main
Date: Tuesday, June 20, 2023 8:15:40 AM

Hello,

We received this message in the CMO inbox.

Thank you!
City Manager's Office
CITY OF VANCOUVER
P.O. Box 1995 • Vancouver, WA 98668-1995
P: 360.487.8600 | F: 360.487.8625
www.cityofvancouver.us

-----Original Message-----

From: Kileah McIlvain [REDACTED] >
Sent: Monday, June 19, 2023 2:44 PM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: Planned SSC on 45th/Main

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

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

Dear Councilmembers,

I have just learned today that the council plans to put an SSC at the Kiggin's Bowl parking lot on 45th St. and Main. I was honestly shocked to hear this as we have not received any information regarding this and it is just around the corner from our home and neighborhood. It is also just around the corner from discovery middle school, as well as the local football field. I understand the need for safe housing for our houseless community, but putting it in such a vulnerable area so close to our children when we are already facing school insecurities is not a way to plan this. We already deal with quite a bit of negative interaction and unsafe situation's, regarding drug deals, violence, begging, and mentally unstable people in the parking lot next to the gas stations and convenience stores on the corner of 39th and Main. This has not been a positive aspect of living in our once-safe neighborhood, and I want to feel that it is safe to let my own children outside. That feeling is tenuous already. Adding an SSC community at 45th & Main would not make it safe for my children. Nor would it make it safe for the other families, or give any sort of peace of mind to the parents who trust the school district and our community with the safety of their children.

Thank you for your consideration.

Respectfully,
Kileah McIlvain
Mother of 4 children
[REDACTED]

From: [City Council](#)
Cc: [Lande, Aaron](#); [Spinelli, Jamie](#); [Peck, Kerry](#); [Dollar, Sarah](#)
Subject: FW: Submission: City Council Contact Form
Date: Wednesday, June 14, 2023 1:01:18 PM
Attachments: [letter to city council - safe stay vancouver 4.pdf](#)

Good afternoon Council,

The message below was submitted to you through the online contact form, for your consideration. Staff will respond to Corrie regarding timing of the June 26 City Council agenda publishing and registering to testify.

Amanda Delapena

From: Corrie <webresponse@cityofvancouver.us>
Sent: Wednesday, June 14, 2023 11:44 AM
To: City Council <council@cityofvancouver.us>
Subject: Submission: City Council Contact Form

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

City of Vancouver, Washington



City Council Contact Form

Submitted date: Wednesday, June 14, 2023 - 11:43am

Contact Information

First name:

Corrie

Last name:

Kutkey

Email address:

[REDACTED]

Street address:

[REDACTED]

ZIP code:

98663

Inquiry Information

Subject:

Share an opinion about a City project or initiative

Recipient:

All of Council

Message:

Title: City Council Restricts Community Member Participation in Safe Stay Vancouver Decisions

Dear City Council and Fellow Community Members,

I write to you as a concerned neighbor who lives across the street from the recently “proposed” location for Safe Stay Vancouver #4. I attended the in-person community session hosted on June 5th and was disappointed to discover that, although presented as a “proposed location,” it appears the City has very much decided upon the location, which shares property lines with, and parking facilities for, two sport fields that are actively used by both middle and high school students.

There are comments on the “beheardvancouver” website, as well as presented in person during the June 5th event, that there are examples of other communities that are “close” (1.5 miles isn’t the same as adjacent!) and essentially, nothing bad has happened...yet. Are we waiting for the “yet” to come to fruition?

More personally, the property I recently purchased (March 2022) is across the street from the “proposed” location. It is a duplex, which means I not only call it home, I also act as landlord. I am concerned about my ability to attract tenants and charge the rent the property deserves. If I were looking to rent a property, I would not choose to do so across the street from a homeless community. I am fearful of home break ins, drug paraphernalia, car break ins, MORE people rummaging through my trash and recycling, and for the safety of the middle school students.

Needless to say, I am fired up and interested in participating in the upcoming hearing on June 26, which I only know about due to having attended the June 5th community session. It is impossible to find information in the places where concerned community members, particularly ones who are blindsided by a city decision that affects our sense of safety and security, are guided to look.

I ask you – what would you do if your access to speak up was restricted in this fashion? Please look at the attached screenshots from the City of Vancouver and Be Heard Vancouver websites.

- June 26 meeting has no agenda
- The link to register to provide council meeting testimony says “submissions are closed” (apparently closed for the June 5 meeting – which was over a week ago – and no option to register for June 26)
- City Council Calendar includes zero details
- Be Heard Vancouver website no longer taking comments, but also doesn’t provide any information about a June 26 hearing and how to sign up (there is a note that says “provide feedback by June 26,” but this is frankly not sufficient)
- The contact information provided at the June 5th hearing was an email for Lee Geslinger. I tried emailing at the address provided, and my email was blocked.

Honestly, what would you do?

Respectfully,

Corrie Kutkey

[REDACTED]

[REDACTED]

[REDACTED]

Vancouver, WA 98663

Upload a file:

[letter_to_city_council_-_safe_stay_vancouver_4.pdf](#)

Title: City Council Restricts Community Member Participation in Safe Stay Vancouver Decisions

Dear City Council and Fellow Community Members,

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Needless to say, I am fired up and interested in participating in the upcoming hearing on June 26, which I only know about due to having attended the June 5th community session. It is impossible to find information in the places where concerned community members, particularly ones who are blindsided by a city decision that affects our sense of safety and security, are guided to look.

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Honestly, what would you do?

Respectfully,
Corrie Kutkey



Vancouver, WA 98663

The screenshot shows the City of Vancouver website. At the top left is the logo "CITY OF Vancouver WASHINGTON". To the right is a search bar with the text "Search" and a "Submit S" button. Below the logo is a blue navigation bar with the following links: "Our Community", "Safety & Services", "Business & Development", "Recreation & Events", and "Inside City Hall". On the left side of the page, there is a sidebar with a green button that says "I want to..." with a dropdown arrow. Below this is a "Contact Information" section with a plus icon. It contains two sub-sections: "Council Chambers" and "Mayor & Council Office". The "Council Chambers" section lists the address "415 West 6th Street (2nd Floor)". The "Mayor & Council Office" section lists the address "415 West 6th Street (2nd Floor)" and the hours "Monday through Friday, 8 am-5 pm, by appointment only". The main content area on the right is titled "City Council Meeting". Below the title, it says "Calendar Date: Monday, June 26, 2023 - 6:30pm" and has a link "Back to Meetings". Below that is a link "View all Council agendas and minutes" and a printer icon. At the bottom right of the main content area is a link "Return to Top".

CITY OF Vancouver WASHINGTON

Search Submit S

Our Community Safety & Services Business & Development Recreation & Events Inside City Hall

I want to...

Contact Information

Council Chambers
415 West 6th Street (2nd Floor)

Mayor & Council Office
415 West 6th Street (2nd Floor)
Monday through Friday,
8 am-5 pm, by appointment only

City Council Meeting

Calendar Date:
Monday, June 26, 2023 - 6:30pm
[Back to Meetings](#)

[View all Council agendas and minutes](#)

[Return to Top](#)

I want to...

Contact Information

Council Chambers

415 West 6th Street (2nd
Floor)

Mayor & Council Office

415 West 6th Street (2nd
Floor)
Monday through Friday,
8 am-5 pm, by appointment
only
(360) 487-8629

City Manager's Office

415 West 6th Street (2nd
Floor)
(360) 487-8600

P.O. Box 1995
Vancouver, WA 98668-1995

[View Full Contact Details](#)

Upcoming Events



Submissions for this form are closed.

Register to provide Council meeting testimony

The City Council will be accepting testimony regarding any matter on the agenda during its next Regular meeting. Testimony may be provided in person in the Council Chambers at City Hall or remotely over the GoToMeeting conferencing platform.

Advance registration is required for members of the public who wish to provide in-person or remote testimony during the City Council meeting. **Online registration will close at 12 p.m. on Monday, June 5.** There are sign up cards and a submission box outside of Council Chambers for **in person sign up only**. Testimony sign up cards must be submitted no later than **6:30 p.m. June 5**.

Anyone who has registered to testify remotely must **be available to connect or call in to the Council meeting between 6:00 and 6:30 p.m. June 5**. Detailed instructions will be emailed to participants after registration closes on June 5, including the link and credentials for accessing the GoToMeeting session.

Written comments on agenda items will also be accepted. Comments should be emailed to cmo@cityofvancouver.us by 12 p.m. on June 5 to submit them to the City Council in advance.

[View the agenda for the June 5 Council meeting.](#)

The Council meeting will be available to view live on CVTV Comcast Channel 23 / 323, on www.cvtv.org, and on the City's Facebook page, www.facebook.com/vancouverus.

To register to testify during the Council meeting, please fill out and submit the form below.

Please note that pursuant to the state's Public Records Act (RCW 42.56), registration forms submitted for Council testimony are public records and may be subject to public disclosure.



Vancouver City Council

2023 Meeting Calendar



January

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
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29	30	31				

February

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March

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May

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June

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August

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September

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October

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November

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	31					

Regular Meeting

Community Forum

Holiday/5th Monday—No Meeting (see details on back)

Workshops 4 – 6 p.m., unless otherwise noted on agenda. All meetings begin at 6:30 p.m.

Safe Stay Community #4 | Be Heard Vancouver

Contact the City Council | City of Vancouver, Washing...

Safe Stay Vancouver #4 - ckutkey@gmail.com - Gmail

Fractal Pre COD Projects - Gen

Safe Stay Community Comment Form

Safe Stay Community Comment Form

We invite you to share your thoughts on the Safe Stay Community proposed for **4611 Main Street**, using the comment box below. **This comment period ends on Friday, June 9.** If you have general comments about homelessness in Vancouver not specific to this Safe Stay Community location, please email them to beheard@cityofvancouver.us.

We also invite you to attend one of our upcoming [community information sessions on May 31 and June 5](#). During these meetings, you will have the chance to ask questions, offer feedback and meet nonprofit operator, Do Good Multnomah.

Thank you for sharing your feedback with the City of Vancouver!

CLOSED: The Safe Stay Community comment period has closed. If you'd like to share your input with the City Council, you can email comments to cmo@cityofvancouver.us by noon on June 26.

Documents

Vancouver Homelessness Plan Presentation (Council Workshop: May 24, 2021) (1.52 MB) (pdf)

RFP 34-21: Supportive Campsite and Safe Park Programs (620 KB) (pdf)

Text of Supportive Campsite Ordinance Approved by City Council (Sept. 20, 2021) (63.4 KB) (pdf)

Important Links

City of Vancouver's Homelessness Webpage

Homelessness FAQs

Resources for Residents Experiencing Homelessness

Report an Issue Related to Homelessness

Clark County Resource Guide

Page last updated: 10 Jun 2023, 11:30 AM

Safe Stay Community #4



The City of Vancouver is proposing the property at **4611 Main Street** as a potential location for its next Safe Stay Community for people experiencing unsheltered homelessness.

The property, which is approximately 18,750 square feet, is owned by the Washington State Department of Transportation (WSDOT). The City has worked closely with WSDOT to identify and lease the property. City staff feel that this location is well suited for a Safe Stay Community, as it is close to public transportation and will help address the needs of nearby unhoused residents.



The City is currently conducting extensive outreach to all residents and business owners within 1,200 feet of the proposed site, seeking their input during a public comment period that is part of the process established for opening any location for a Safe Stay Community. **Share your comments on the proposed Safe Stay Community [below](#).**

If approved, the site at 4611 Main Street would be the fourth Safe Stay Community to be approved in Vancouver. The first, located in east Vancouver, opened in December 2021. The second site in northeast Vancouver opened in April 2022. A third site downtown has been approved and is awaiting construction. Since opening, the first two communities have successfully provided their residents with referrals for permanent housing, job placement support and access to critical health and treatment services necessary to exit homelessness.

Meet the Nonprofit Operator

The proposed community will be fenced and staffed 24/7 by onsite nonprofit operator, [Do Good Multnomah](#). Since 2015, the organization has provided supportive housing and shelter services to veterans and others experiencing homelessness. We invite you to learn more about [Do Good Multnomah](#) by visiting their website or attending an upcoming [information session](#).

Frequently Asked Questions

Community Information Sessions

 [Virtual Community Information Session](#)
May 31 2023

 [In-Person Community Information Session](#)
June 05 2023

Who's Listening

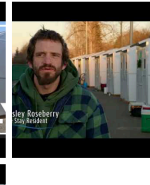
[Jamie Spinelli](#)

Homeless Response
Coordinator
City of Vancouver



Email Jamie.Spinelli@cityofvancouver.us

Videos





Message blocked

Your message to **Lee.geslinger@cityofvancouver.us** has been blocked. See technical details below for more information.

The response from the remote server was:

550 5.4.1 Recipient address rejected: Access denied. AS(201806281) [DM3GCC02FT014.eop-gcc02.prod.protection.outlook.com 2023-06-14T13:35:47.872Z 08DB6C820F80ADF9]

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

From: Corrie Kutkey [REDACTED]

To: Lee.geslinger@cityofvancouver.us

Cc:

Bcc:

Date: Wed, 14 Jun 2023 06:35:35 -0700

Subject: Safe Stay Vancouver #4

Hello Lee,

I attended the recent In-person Community Information session on June 5th. During that session, information was shared regarding the upcoming hearing on June 26th. However, I cannot find an opportunity online to sign up to participate in the hearing.

Are you able to please share information on how to sign up to participate and speak at this event?

Thank you,

A concerned neighbor and community member, Corrie Kutkey

From: [Isabela](#)
To: [City Council](#)
Subject: Submission: City Council Contact Form
Date: Monday, June 12, 2023 12:57:22 PM

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



City Council Contact Form

Submitted date: Monday, June 12, 2023 - 12:57pm

Contact Information

First name:

Isabela

Last name:

Oliveira

Email address:

[REDACTED]

Street address:

[REDACTED]

ZIP code:

98664

Inquiry Information

Subject:

Comment on an upcoming Council agenda item

Recipient:

All of Council

Message:

I am concerned that, despite the Council's Climate Action Framework that passed, the Council is not taking the climate crisis seriously. We need all new development to be subject to compliance with the CAF, not in two years time in 2025. There's an untold amount of new construction that will be happening between now and then. Tons of frightening data have come out showing sea ice extent anomalies as well as sea surface temperature anomalies in recent weeks that is horrifying the climate science community. We need the city to treat this as the emergency it is and act as soon as possible. There must be a way for you to make room to prioritize and adopt a new stop-gap ordinance, and I implore you to do so to protect our community as much as possible.

Upload a file:

From: [Jillian](#)
To: [City Council](#)
Subject: Submission: City Council Contact Form
Date: Monday, June 12, 2023 11:41:49 AM

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



City Council Contact Form

Submitted date: Monday, June 12, 2023 - 11:41am

Contact Information

First name:

Jillian

Last name:

Mayo

Email address:

[REDACTED]

Street address:

[REDACTED]

ZIP code:

98660

Inquiry Information

Subject:

Share an opinion about a City project or initiative

Recipient:

All of Council

Message:

I'm writing to express concern that the Council isn't doing everything in its power to address the climate crisis without delay.

All new development should be subject to compliance with the Climate Action Framework starting ASAP, not in 2025, in response to this emergency.

I urge you to take action now to protect our community.

Thank you,

Jillian Mayo

Upload a file:

From: [Jordan](#)
To: [City Council](#)
Subject: Submission: City Council Contact Form
Date: Monday, June 12, 2023 10:54:01 AM
Attachments: [airbnb_letter_to_vancouver_city_council.pdf](#)

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



City Council Contact Form

Submitted date: Monday, June 12, 2023 - 10:53am

Contact Information

First name:

Jordan

Last name:

Mitchell

Email address:

[REDACTED]

Street address:

[REDACTED]

ZIP code:

98101

Inquiry Information

Subject:

Share an opinion about a City project or initiative

Recipient:

All of Council

Message:

To the Members of the Vancouver City Council:

On behalf of Airbnb and our Host community, thank you for your careful and deliberate consideration of short-term rentals (STRs). After reviewing the many public meetings and comment sessions, we appreciate the Vancouver city government is taking a deliberate approach to creating sustainable and reasonable STR regulations.

The proposed framework as put forth by the planning commission addresses proper licensing and

registration requirements, operational guidelines, tax collection and insurance compliance. These provisions demonstrate a commitment to effective regulation and oversight.

In Vancouver, Airbnb is an important economic tool for residents who share their homes to earn extra money. In 2022, the typical Airbnb Host in Vancouver earned nearly \$18,000. Home sharing has allowed Vancouverites to navigate the economic upheaval of the pandemic and pay for things like their mortgage, student loans and save for retirement. The proposed ordinance was clearly developed with an eye towards making the permitting process simple and accessible for all Vancouver hosts.

Short-term rentals are not only an economic lifeline for hosts, but also a source of economic opportunity for Vancouver's small businesses. Home sharing enables the city to welcome visitors whose spending supports local businesses and creates economic opportunity for local residents.

Again, we thank you for working to develop an ordinance that clearly defines short-term rentals and creates a permitting process for the host community in Vancouver that is reasonable and accessible. Additionally, we are always available to discuss the impact of the ordinance or to answer any questions you may have.

We look forward to continuing to work and partner with you.

Sincerely,
Jordan Mitchell
Public Policy Manager
Airbnb

Upload a file:

[airbnb_letter_to_vancouver_city_council.pdf](#)



June 13, 2023

Vancouver City Council
415 W 6th St
Vancouver, WA 98660

RE: Short-Term Rental Regulations in Vancouver, WA

To the Members of the Vancouver City Council:

On behalf of Airbnb and our Host community, thank you for your careful and deliberate consideration of short-term rentals (STRs). After reviewing the many public meetings and comment sessions, we appreciate the Vancouver city government is taking a deliberate approach to creating sustainable and reasonable STR regulations.

The proposed framework as put forth by the planning commission addresses proper licensing and registration requirements, operational guidelines, tax collection and insurance compliance. These provisions demonstrate a commitment to effective regulation and oversight.

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We look forward to continuing to work and partner with you.

Sincerely,
Jordan Mitchell
Public Policy Manager
Airbnb

From: [Karissa](#)
To: [City Council](#)
Subject: Submission: City Council Contact Form
Date: Monday, June 12, 2023 9:59:06 AM

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



City Council Contact Form

Submitted date: Monday, June 12, 2023 - 9:59am

Contact Information

First name:

Karissa

Last name:

Halstrom

Email address:

[REDACTED]

Street address:

[REDACTED]

ZIP code:

98682

Inquiry Information

Subject:

Share an opinion about a City project or initiative

Recipient:

All of Council

Message:

I am increasingly concerned that despite the Council's lovely Climate Action Framework that passed, you as a body are not taking the climate crisis seriously. We need all new development to be subject to compliance with the CAF NOW, not in 2025. Tons of frightening data has come out showing sea ice extent anomalies as well as sea surface temperature anomalies in recent weeks that is baffling and horrifying the climate science community. We need the city to treat this as the emergency it is and ACT NOW. There must be a way for you to make room to prioritize and adopt a new stop-gap ordinance now, and I implore you to do so to protect our community as much as possible for what is coming.

Thank you,

Karissa Halstrom

Upload a file:

From: [City Council](#)
To: [Dollar, Sarah](#)
Cc: [Peck, Kerry](#)
Subject: Written comment for Council - Safe Stay
Date: Friday, June 9, 2023 9:25:17 AM

From: Lara <webresponse@cityofvancouver.us>
Sent: Friday, June 9, 2023 9:15 AM
To: City Council <council@cityofvancouver.us>
Subject: Submission: City Council Contact Form

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

City of Vancouver, Washington



City Council Contact Form

Submitted date: Friday, June 9, 2023 - 9:15am

Contact Information

First name:

Lara

Last name:

Shamieh

Email address:

[REDACTED]

Street address:

[REDACTED]

ZIP code:

98660

Inquiry Information

Subject:

Share an opinion about a City project or initiative

Recipient:

All of Council

Message:

Dear Vancouver City Council Members,

It is my understanding that you will be voting on the Safe Stay Community #4 that is proposed at the former Kiggins Bowl Site. I am writing to ask you to please vote against this community location.

I want to say that I volunteer with the Blanchet House and the St. Andre Bissette Ministry in Portland, and that I also financially support St. Vincent de Paul here in Vancouver. I am firmly in favor of supporting our fellow community members who are experiencing homelessness and helping them on the path to being housed. It is essential that we care for our most vulnerable neighbors. I also am a firm believer in setting boundaries (like drug and alcohol sobriety) and requiring that these people also willingly participate in helping themselves.

First and foremost, the proposed Kiggins Bowl location is too close to Discovery Middle School. It is literally right next door to the track where students and community members run, walk, and workout. As mentioned above, it is essential that we care for our most vulnerable neighbors: who is more vulnerable than our young people? We need to protect them and ensure their safety. We cannot put the needs of the homeless above the needs of our children. There has to be an alternate location for this community where our children will not be so directly impacted. Their safety is paramount.

Secondly, while the first two Safe Stay Communities in Vancouver appear to have shown success, this proposed site is to be run by Do Good Multnomah, an embattled group out of Portland, who have documented performance problems and fraud. Why on earth would we bring them into Vancouver? As our City Council, you should be trying to fix problems, not create more problems.

Finally, not all Safe Stay Communities are successful. This has been well-documented by the news reports of the Peninsula Crossing Safe Stay Community in N. Portland. Why would we risk exposing our school-aged children and our neighbors to drug-deals, theft, commotions, disturbances, and overdoses?

I am writing to you all in good-faith, but am also concerned that this is already a "done-deal" and this listening period is simply to appease the community but will have no real consequence, much like the poorly thought-out Columbia Bike Project. Bart Hanson was the only member of the City

Council who took the time to listen to the community members affected and vote in solidarity with them. (Thank you, Bart.) I encourage you all to remember that you represent us, and hope that you will vote accordingly.

Thank you for your time and consideration,

Lara Shamieh

Upload a file:

From: [City Council](#)
To: [Dollar, Sarah](#)
Cc: [Donovan, Stacey](#); [Hull, Kirsten](#)
Subject: FW: Columbia Arts Network: Support of Art Hub in old Fort Vancouver Regional Library
Date: Wednesday, June 21, 2023 9:49:50 AM

Written comment for 6/26 Council.

From: Earlene Holmstrom [REDACTED]
Sent: Wednesday, June 21, 2023 9:40 AM
To: City Council <council@cityofvancouver.us>
Subject: Columbia Arts Network: Support of Art Hub in old Fort Vancouver Regional Library

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

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

To: The Vancouver City Council

Columbia Arts Network (CAN) is an alliance of art organizations in the greater Southwest Washington area. Our membership includes over 350 individual local artists, 11 art organizations, and a growing number of businesses.

CAN's purpose is to develop art, artists, and interest in art for people of Clark County's local communities. Our overarching goal has been to form a regional arts center that will facilitate the implementation of arts education; creation and display of art; and cultural opportunities that enrich and improve our community. We envision an exhibition space for local art organizations, meeting rooms for art clubs and organizations, maker space, space for workshops, and a destination for visitors to the Vancouver area.

We believe that the 'Art Hub' can benefit Vancouver economically in that art supports jobs, generates government revenue, and is a cornerstone of tourism. Because the arts are how we share ideas, express creativity, and find new ways to appreciate our differences, it allows us to find productive ways to live together. The Arts can help catalyze Vancouver's steps towards economic growth. An arts center will also serve to initiate our children and youth into the arts community through mentoring and teacher involvement. Accessible art for our children and youth builds a sustaining arts community for Clark County and its surroundings.

CAN wholeheartedly supports the City of Vancouver and the Culture, Art, and Heritage Commission in their endeavor to renovate the old Fort Vancouver Regional Library into an Arts Hub.

Washington's Art Facts Report 3/2022

Art and Culture are Drivers of Washington's local communities.

WA Arts and Culture Sector Represents 10.3% of the state's GDP & 180,262 jobs and total compensation of \$28.9 Billion.

Source: US Bureau of Economic Analysis& National Assembly of Arts Agencies

Thank you,

Earlene Holmstrom

President

Columbia Arts Network

www.columbiaartsnetwork.org

info@columbiaartsnetwork.org

503 449-5484



From: [City Council](#)
To: [Dollar, Sarah](#)
Cc: [Donovan, Stacey](#)
Subject: FW: Arts Hub Support Letter
Date: Thursday, June 22, 2023 10:42:20 AM
Attachments: [image001\[2\].png](#)
[image002\[4\].png](#)
[image003\[35\].png](#)
[image004\[72\].png](#)
[VDA ARTS HUB SUPPORT LETTER.pdf](#)

Sarah,

Please add this to the written comments for 6/26 Council.

Amanda Delapena

From: Michael Walker <[REDACTED]>
Sent: Wednesday, June 21, 2023 5:27 PM
To: City Council <council@cityofvancouver.us>
Cc: Donovan, Stacey <Stacey.Donovan@cityofvancouver.us>
Subject: Arts Hub Support Letter

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

Vancouver City Council,

Attached you will find a letter from the Vancouver's Downtown Association Board of Directors in support of the Vancouver Arts Hub.

We look forward to supporting this effort to ensure that it is a success.

Thank you,

Michael Walker
VDA
Executive Director

Office: (360) 258-1129
811 Main Street
Vancouver, Washington 98660





June 21, 2023

City of Vancouver
The Vancouver City Council
415 W. 6th St
Vancouver, WA, 98660

Council Members,

Vancouver's Downtown Association (VDA) believes that the Vancouver Arts Hub will be a transformative asset for our community—fostering talent, bolstering our community fabric, and contributing to our local economy for generations to come. This effort will prove to be a world class example of adaptive reuse that will continue to build upon Vancouver's reputation as a leader in strategic community investment.

For over 30 years, the VDA has led the charge in downtown Vancouver to create an arts district with a robust sense of place and identity. We have established a locally renowned public art portfolio, First Friday event, and fostered a creative ecosystem that is attracting aspiring entrepreneurs to contribute to our local economy.

We look forward to continuing our community stewardship of the arts and believe that the Vancouver Arts Hub will make a significant contribution to our creative economy that will enhance the quality of downtown for residents, employees, employers, and visitors.

As this effort moves forward, we stand ready to support the Vancouver Arts Hub to assure that this effort succeeds while meeting our shared goals and vision of "keeping downtown vibrant" for all.

Sincerely,

Michael Walker
Executive Director, VDA

BOARD OF
DIRECTORS

LINDA REID
MARNIE FARNESS
LINDA GLOVER
SHARA WOKAL

CARYL BROWN
MICHAEL LARY
MICHELLE THOR
CHRISTIE RUST

ESTHER CHO LIU
DAN WYATT JR
WENDY MARVIN

360-258-1129

811 MAIN STREET
VANCOUVER, WA 98660

VDAUSA.ORG

From: [City Council](#)
To: [Dollar, Sarah](#)
Subject: FW: Council Meeting on Monday June 26th - written comment
Date: Thursday, June 22, 2023 10:42:58 AM

From: jane@mcintosh.com [REDACTED]
Sent: Wednesday, June 21, 2023 2:53 PM
To: City Council <council@cityofvancouver.us>
Subject: Council Meeting on Monday June 26th

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

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

Hi Council Members,

Thank you so much for allowing the public to comment on these item agendas.

I am a resident of Vancouver and would like to comment on Fur, Foie Gras and Sale of Animals, please vote to pass these resolutions.

Vancouver needs to be known as a City that cares for all living beings. Plus, we don't need restaurants selling the awfully unhealthy Foie Gras. Not just the cruelty aspect but with the health aspect.

Please vote in favor of passing these much-needed resolutions.

Thanks.

Jane McIntosh

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

Vancouver, WA 98686

-



Jane McIntosh, MA, CNS, E-RYT 500

Web www.janemcintoshyoga.com

Mobile 831-588-1621

Email jane@mcintosh.com

Certified  **wellcoach**

From: [City Council](#)
To: [Dollar, Sarah](#)
Subject: Written comment for 6/26
Date: Friday, June 23, 2023 1:41:16 PM

From: Brian <webresponse@cityofvancouver.us>
Sent: Friday, June 23, 2023 9:27 AM
To: City Council <council@cityofvancouver.us>
Subject: Submission: City Council Contact Form

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

City of Vancouver, Washington



City Council Contact Form

Submitted date: Friday, June 23, 2023 - 9:26am

Contact Information

First name:

Brian

Last name:

Tashima

Email address:

[REDACTED]

Phone number:

[REDACTED]

Street address:

[REDACTED]

ZIP code:

98683

Inquiry Information

Subject:

Share an opinion about a City project or initiative

Recipient:

All of Council

Message:

I believe that the proposed Vancouver Arts Hub would be a significant step toward establishing the city's identity as a vibrant, artistic community with its own unique and special culture.

Upload a file:

From: [Kimberlee Elbon](#)
To: [Dollar, Sarah](#); [Kimberlee Elbon](#); talk@larslarsen.com
Subject: URGENT to put on June 12 council meeting
Date: Monday, June 12, 2023 11:55:54 AM

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

Good Day Sarah ~ Please put this email on Public Record for tonights June 12, 2023 'council meeting' at Roosevelt School for "Community Forum" on Housing.

On Friday June 9, 2023 I called the Vancouver City managers office to report yet another MISINFORMATION, non TRANSPARENT and down right deceiving web site as it showed June 5, 2023 agenda and did not show any information on tonights meeting for June 12, 2023 !\$!\$!\$!\$!\$!\$ I mentioned this to Carry and Amelia. This was at 4:30 pm on Friday. At 4:45 pm the correct June 12 agenda was up.

The normal CITIZEN would have thought there is no meeting for June 12th as the calendar of which I have a hard copy of, did not show June 12 either !\$!\$ This is by design to STOP Citizens from partaking in OPEN PUBLIC FORUM and CITIZENS MUST TAKE NOTE NOW !!!!!!!

This is the same issue that happened at the first "Community Forum" in March's' State of the City meeting where the agenda was put on line four weeks early with an RSVP that was filled by the time I saw the agenda at what was a normal time for agendas to be put on line - one week out - not four !\$!\$ The PUBLIC was told the RSVP was FULL and that was a lie as very few Citizens were there at the State of the City meeting. I was told that most RSVP's did not show !\$!\$ That was by design from a communistic, marxist socialistic Local Government which Vancouver is a member of the UNITED NATIONS ICLEI for fifteen plus years !\$!\$!\$!\$!\$!\$

At the State of the City meeting, the mayor said this is the first time the City has used AI - Artificial Intelligence for conversations to be dictated and transcribed. I find that troublesome as I do not Believe accurate recording will be made especially from Godly Patriots such as MySelf. I have yet to hear or read anything to do with those AI recordings and I ask now that You tell Me how to find those recordings or transcripts from the State of the City and Thank You for that.

The Citizens such as MySelf went to the Vancouver website to look at the agenda for the State of the City but were stopped dead in Their tracks when They found out the RSVP was FULL. I will add that it was FULL of FAKE entries and this was done by design !\$!\$!\$!\$!\$!\$ Citizens should RECALL each Vancouver City Council member, the mayor and City manager NOW !!!!!!!

I beg Citizens to actually do something about this Local Government - STAND IN ASSEMBLY NOW before it's really too late; as this City IS FOLLOWING the UNITED NATIONS and NOT The CONSTITUTION of which Citizens 'think' You are following !\$!\$

This is strike two as far as the "Community Forum" agenda that You now follow as UNITED NATIONS MEMBERS !\$!\$

We will see how the September "Community Forum" will take place.

Make note - PORTLAND OREGON is also a UNITED NATIONS MEMBER of the ICLEI and over 400 Cities in America are UNDERMINING OUR CONSTITUTION and OUR WAY OF LIFE with leftist agendas.

WAKE UP CLARK COUNTY NOW !!!!!!!

Kimberlee Elbon



From: [Wynn Grcich](#)
To: [Dollar, Sarah](#); [Rebecca Messinger](#)
Subject: Watch "Robert Kennedy Jr Drops Bombshell On Big Pharma" on YouTube
Date: Friday, June 16, 2023 9:27:02 AM

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

<https://youtu.be/cDKJuO3--Og>.

Please send this to the councils and
MELNECK. Put on public record and confirm you did. Thanks from Wynn

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [Dollar, Sarah](#)
Subject: Watch "LOOKING FOR CLUES in the CANADIAN FIRES" on YouTube
Date: Tuesday, June 13, 2023 12:58:04 PM

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

<https://www.youtube.com/live/mHeoalh7cx8?feature=share>. Send to council members. Put on public record and confirm you did. Thanks from Wynn

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [Dollar, Sarah](#); [Harris, Rep. Paul](#)
Subject: Watch "MUST WATCH! Dr David Martin"s presentation during the International Covid Summit" on YouTube
Date: Thursday, June 8, 2023 3:26:12 PM

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

<https://youtu.be/bg2QGacVlnI>.

Please send to all council members and MELNECK. Put on public record and confirm that you did. Thanks FROM WYNN

Monday, June 5, 2023

To: City Manager Eric Holmes, City of Vancouver

The Community wants you to direct Chief of Police, Jeff Mori to release the Body Cam Footage from the Police Killing on May 30th.

How this video is treated will create a precedence for how the Vancouver Police will treat future Video Releases. We were promised an Accountability Tool when \$5.5 Million was committed for Body Cameras. There can be no Accountability without Transparency. So be Accountable and release the video.

Since the Killing , the Vancouver Police Dept. has not taken the Killing very serious. They are more interested in Tweeting than giving the community Transparency. On Friday they posted about Police Donut Day & Saturday, they posted a picture of 2 smiling officers saying: "we had the best time today" after visiting the farmers market and taking pictures with kids.

Just a few days before Donut Day and the Farmers Market, On Tuesday they hid between cars outside a Grocery Store with Assault Rifles, chased a man through the parking lot and 4 Law Enforcement officers fired weapons and killed a man. They Endangered an entire shopping center, didn't warn anyone and now won't show us what happened. They want us to wait.

You have the power to show us what happened, and you choose not to. That is not acceptable.

Set the standard now, less than 7 days to show people the Body Cam Footage when the Vancouver Police Dept. discharges their weapons on duty. Order the Chief to release the Video Tonight.

Main Street Promise Update



City Council Workshop
July 17, 2023



Teresa Brum
Deputy Director, Economic Development

Ryan Lopossa
Streets & Transportation Manager

Jason Irving
Project Manager, Mackay Sposito

Monica Santos-Pinacho
Community Engagement, Point North

Julie Arenz
Business Mitigation Program

Will Grimm
Urban Design, First Forty Feet

Agenda

Introduction

City Staff

Community Engagement

Point North

Business Mitigation & Engagement

City Staff

Design Updates

Mackay Sposito &
First Forty Feet



Project Overview

The case for Main Street:

- The roadway, sidewalks, and adjacent outdoor spaces on Main Street will be reconfigured to improve safety, foster a sense of community, and support economic prosperity.

Funding:

- American Rescue Plan Act (ARPA)
- City Transportation Fund
- Multi-family Tax Exemption Public Benefit
- Utility Fund
- City of Vancouver General Fund



Project Goals and Guiding Principles

Goals

- Increase safety for people and vehicles
- Accessible to all
- Connected infrastructure
- Support Main Street businesses



Guiding Principles



Honor and celebrate the history of downtown Vancouver



Build upon existing, and establish new, partnerships with local businesses and the community



Create a stronger sense of community identity and a welcoming place for Vancouver residents and visitors



Create an environment for renewed businesses and property owners' investment

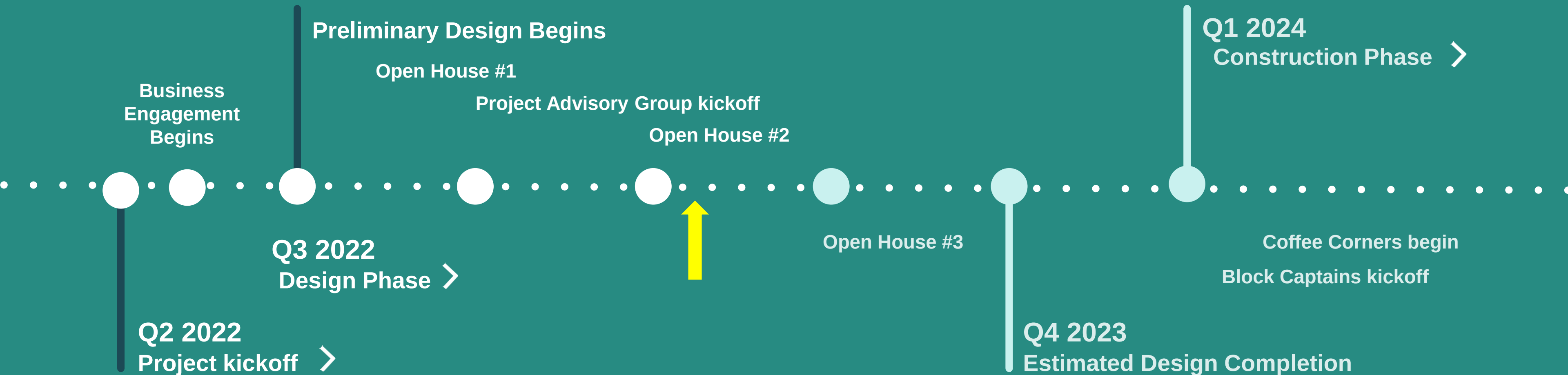


Connect Main Street, Esther Short Neighborhood, the Waterfront and Fort Vancouver National Historic Site



Create an attractive, coordinated and quality downtown environment that can be a model for future improvements

Project Timeline



Community Engagement Plan

In-person Public Open Houses

- Fall 2022, Spring 2023, Fall 2023

Project Advisory Group

- Representatives of diverse interests
- Launched January 2023

Boards & Commissions Engagement

- Historic Preservation Commission
- Culture, Arts & Heritage Commission
- Urban Forestry Commission
- Transportation & Mobility Commission

Social Media, Website, Online Public Survey

Monthly Downtown Stakeholder Forum Updates

- Monthly updates in an open, virtual forum

On-site Project Awareness Campaign

- Large signs conveying project information

Business Engagement

Main Street Promise



Stay Informed

Subscribe for Main Street updates



www.beheardvancouver.org



Community Engagement & Feedback

Open House 1 – November 30, 2022:

- Encouraged to “**THINK BIG**”
- “Welcoming visitors & supporting Main Street businesses” ranked most important project objective
- "Encourage community gathering on Main Street and utilization of outdoor space" highlighted as the best way to welcome visitors
- Asked to "**prioritize pedestrian experience**" & accommodate accessible movement for people with mobility or visibility challenges – "**go curbless**"



Community Engagement & Feedback

Open House 2 - June 8, 2023

- 70% of commenters *expressed support & excitement* for the project.
- “Curbless design and width of sidewalks and integrating art throughout the city - *great plans!*”
- Excited about the *expanded opportunities for outdoor* seating and other uses in the building zone & furnishing zone.
- Participants welcome revitalization of this corridor and *look forward to the economic and social benefits* to come.



Project Advisory Group members

- **Adam Hendrix**, Union Chapel
- **Cliff Myers**, Visit Vancouver USA
- **Dean Irvin**, Property Owner
- **Diana Kirkpatrick**, Center Stage Clothiers
- **Earl Frederick**, Clark College Culinary Arts
- **Elise Chelak**, Pahlisch Commercial
- **Holly J. Williams**, Parks Commissioner
- **Janet Kenefsky**, Greater Vancouver Chamber
- **Jill D. Stryker**, Property Owner
- **Karen Knauss**, LSW Architects
- **Kimberly Quiroz**, Hispanic Metropolitan Chamber
- **Marianne Wilson Stein**, Dandelion Teahouse & Apothecary
- **Meghan Arntson**, Albina Fuel
- **Michael Lary**, Source Gym
- **Seanette Corkill**, Frontdoor Back



Engagement with Public Boards and Commissions

- Vancouver Accessibility Task Force
- Transportation and Mobility Commission
- Historic Preservation Commission
- Culture, Arts & Heritage Commission
- Urban Forestry Commission
- Parking Advisory Committee
- Vancouver's Downtown Association
- Vancouver's Downtown Association Design Committee
- Uptown Village Business Association
- Arnada Neighborhood
- Esther Short Neighborhood
- NE Hazel Dell Neighborhood Association
- SW Small Business Providers Consortium
- Vancouver Farmer's Market Board
- Downtown Stakeholders forum
- Visit Vancouver Board
- Columbia River Economic Development Council
- Cycle Vancouver Club
- WA State School for the Deaf
- WA State School for the Blind

How to Stay Informed



Stay Informed
Subscribe for Main Street updates

- See the latest project updates at beheardvancouver.org/MainStreetPromise
- Attend the **Stakeholders Forum** the 3rd Tuesday each month, 1:00-2:00 pm
- Check out the **Project Advisory Group meetings** at beheardvancouver.org/MainStreetPAG
- **Email** the Project Team at smallbusiness@cityofvancouver.us
- Stay tuned for details of the **next open house this fall!**

Business Mitigation Program

- Created a new program for the City of Vancouver
Program elements:
 1. Data Collection
 2. Awareness & Expectations
 3. Listen
 4. Personal, Inclusive & Accessible
 5. Business Assistance
- Implementation is being done in partnership with VDA
- Business engagement in partnership with VDA and other small business providers
- Sets the stage for Interstate Bridge Replacement Project



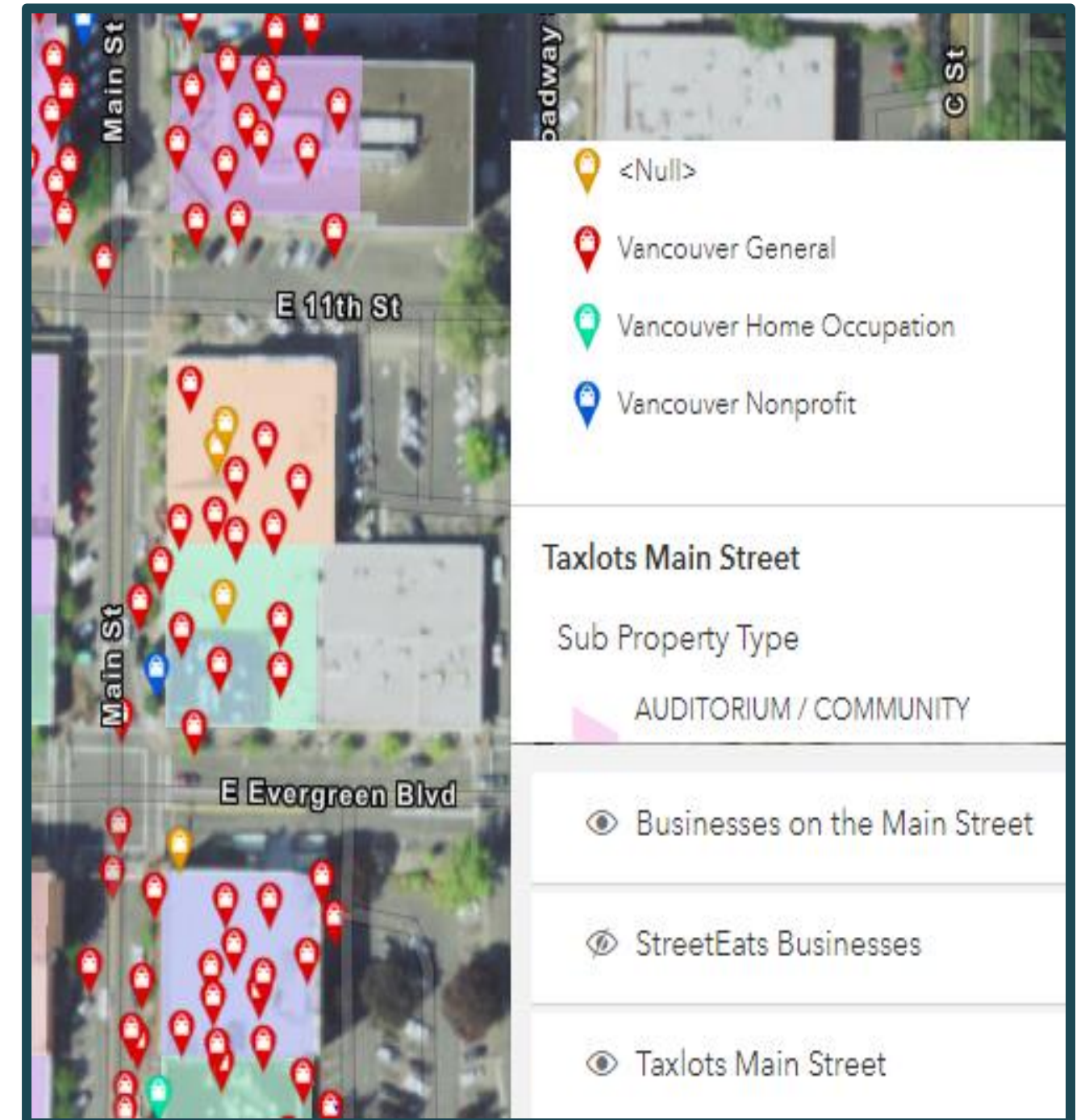
1. Data Collection

Collect data to determine:

- Businesses
- Business types
- Property owners
- Residents

Map the data:

- Understand each business location needs



2. Create Awareness & Set Expectations

- Saturated awareness and generate interest in advance
- Create easily accessible content and proactively share information widely, to all audiences
- Anticipate and address project objections
- Create and share project phases and timelines
- Host Stakeholder, kick-off, informational meetings, coffee chats, ribbon-cuttings and open house events
- Provide project information in one location - Be Heard



3. Listen

- Business liaison as the single point of contact for construction-related questions
- Dedicated contact between businesses and construction team with a single phone number and email address
- Offer Be Heard surveys
- Create a diverse Design Project Advisory Group (PAG) with business owners, property owners, workers, and residents



4. Make it Personal, Inclusive & Accessible

- Create Block Captains
- Be helpful, share resources
- Create accessible and inclusive wayfinding signage
- Obtain business testimonials that share project benefits and concerns
- Create “contractor specials” to motivate project workers to dine/shop downtown



5. Business Assistance

- Create customer engagement opportunities
- Create social media posts, videos, and “shout outs” for businesses and owners
- Create project expert videos, like “Meet the Contractor”
- Create grant opportunities, education sessions, and grant-finding solutions



Business Mitigation Program - Summary

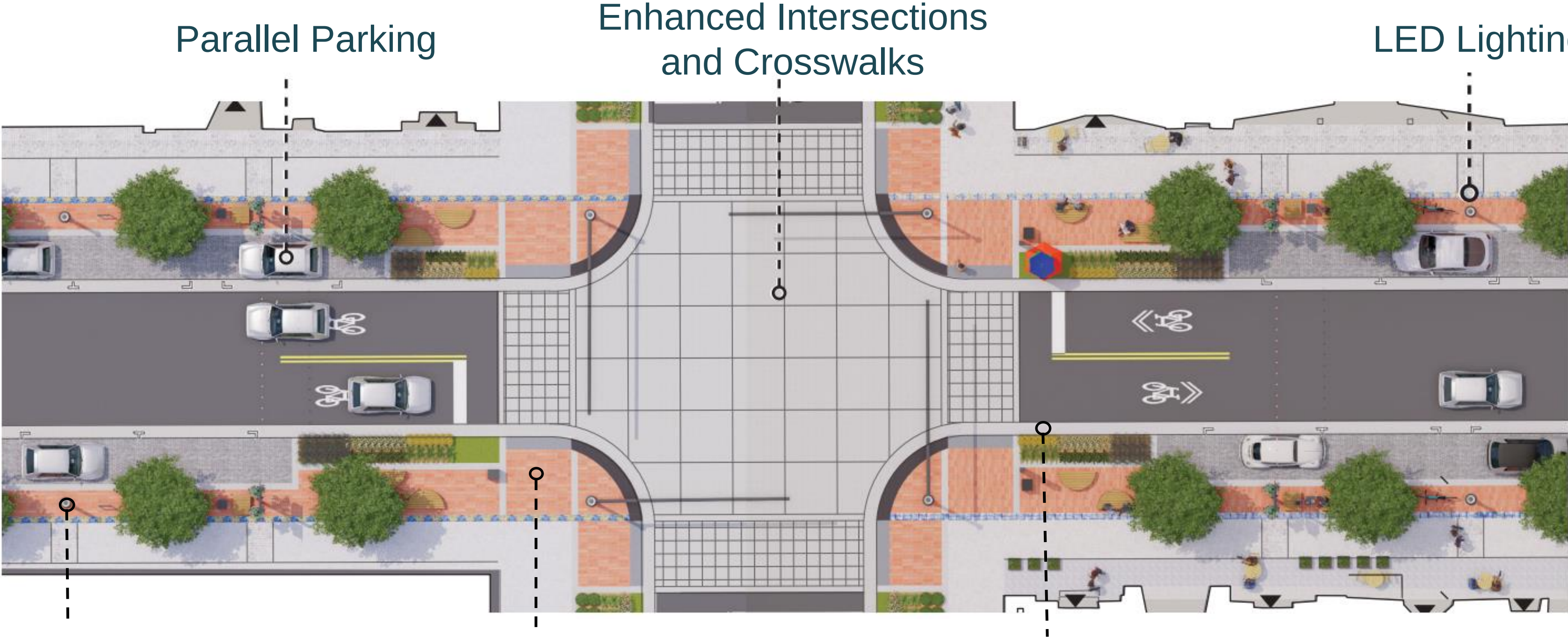
New. Replicable. Community Centric. Business Friendly.

1. Data Collection
2. Create Awareness & Set Expectation
3. Listen
4. Make it Personal, Inclusive & Accessible
5. Business Assistance



Design Elements & Improvements

Safe: A safe environment for walking, biking, rolling and driving.



Parallel Parking

Enhanced Intersections and Crosswalks

LED Lighting

Pedestrian Scale Lighting

Extended Sidewalks

Curbless Condition



Design Elements & Improvements

Accessible: An accessible destination to meet, gather, shop and dine.



On-Street
Parallel Parking

Curbless Condition

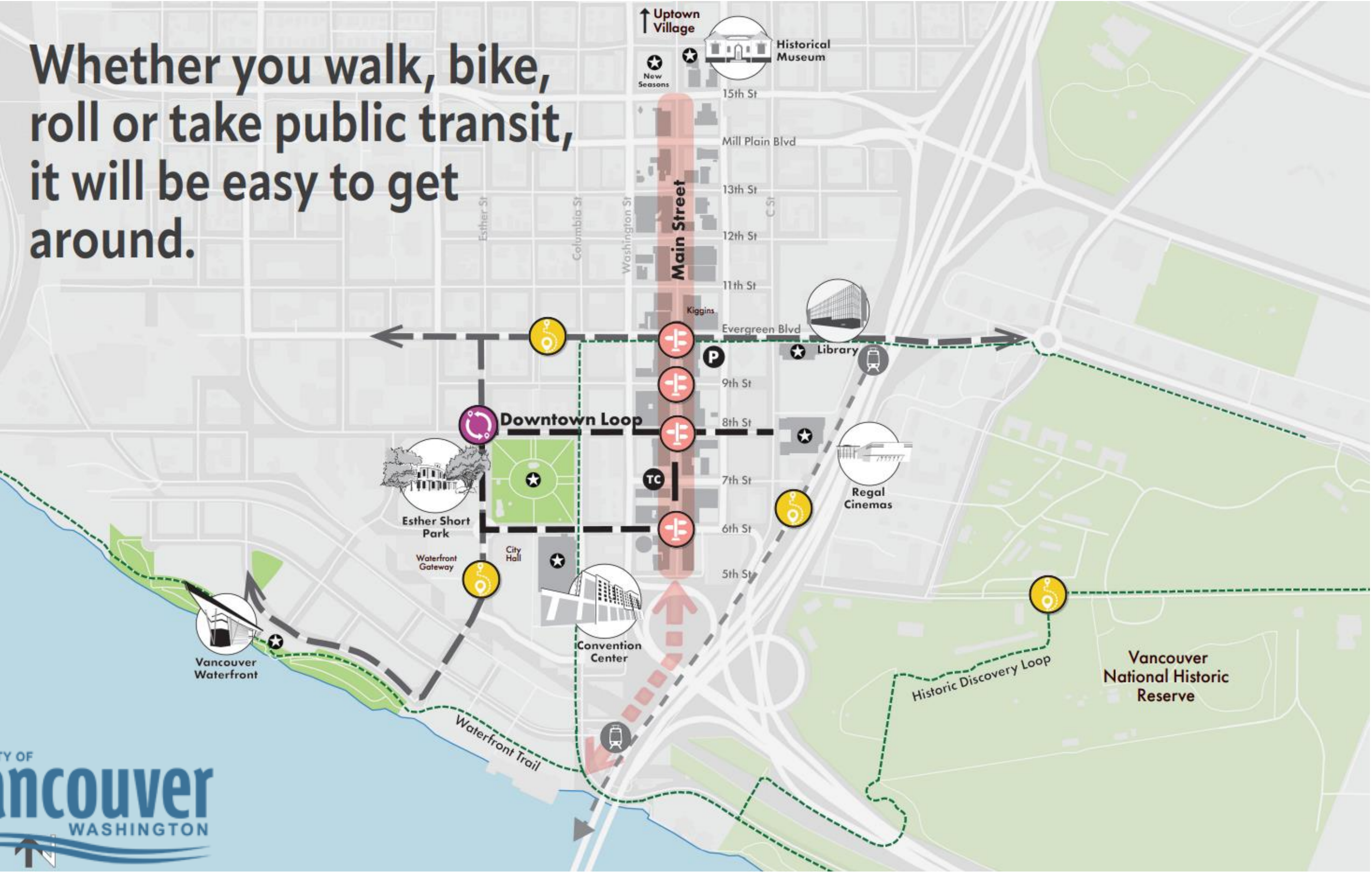
Tactile Guidance

Wider Sidewalks

Design Elements & Improvements

Connected: A connected Main Street with links to downtown destinations.

Whether you walk, bike, roll or take public transit, it will be easy to get around.



Key Routes



Downtown Loop



Gateways



3D Model Animation Fly-through



MAIN STREET PROMISE

Safe. Accessible. Connected.



Where are we at now? Next Steps

Community and Business Engagement

- Open House (Fall 2023)
- Social Media, Website, Online Public Surveys (ongoing)

Business Mitigation and Engagement

- One on One Business Engagement (ongoing)
- Block Captains (Fall 2023)
- Coffee Corner (Q4 2023)



Where are we at now? Next Steps

Design

- 90% Design (Estimated Completion: Q3 2023)
- Final Design (Estimated Completion: Q4 2023)

RFQ Release for Bid

- (TBD)

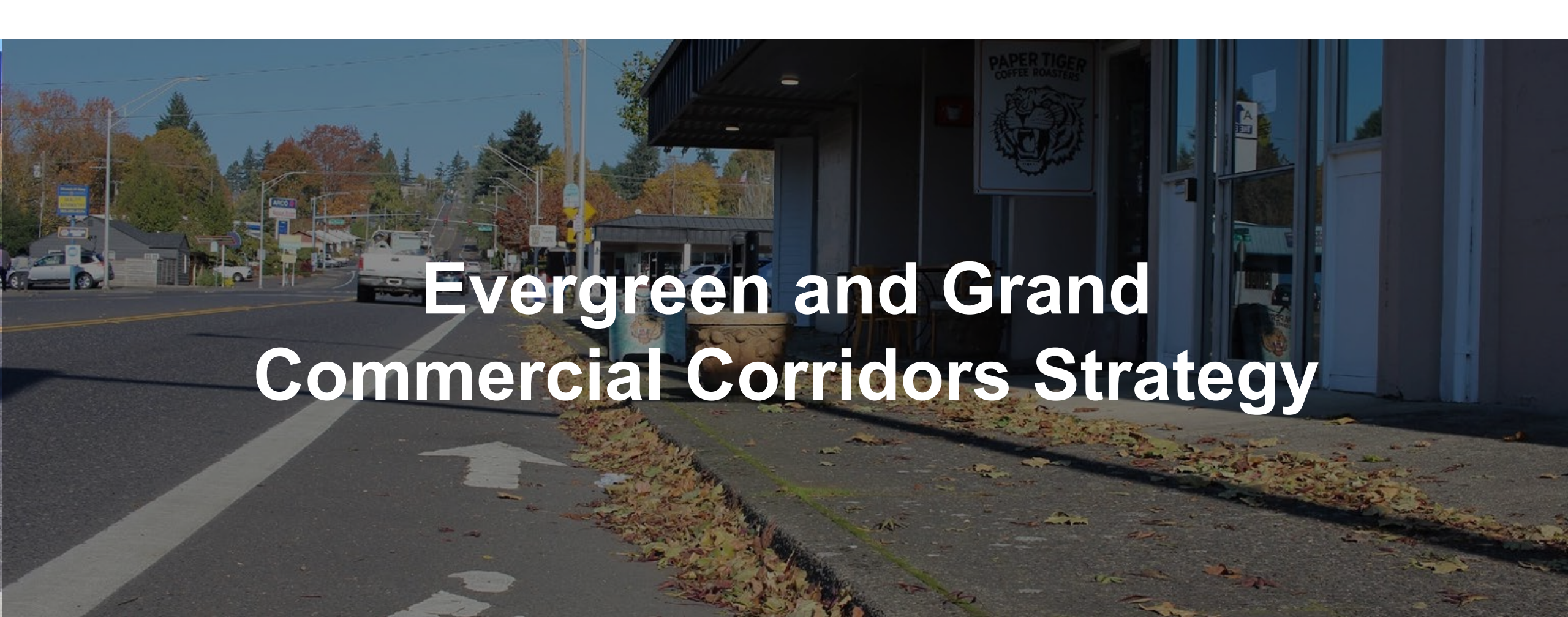
Construction

- Construction Begin Q1 2024



Thank you!

To learn more, visit www.beheardvancouver.org/MainStreetPromise



Evergreen and Grand Commercial Corridors Strategy



Community Development Department
Becky Coutinho, Associate Planner

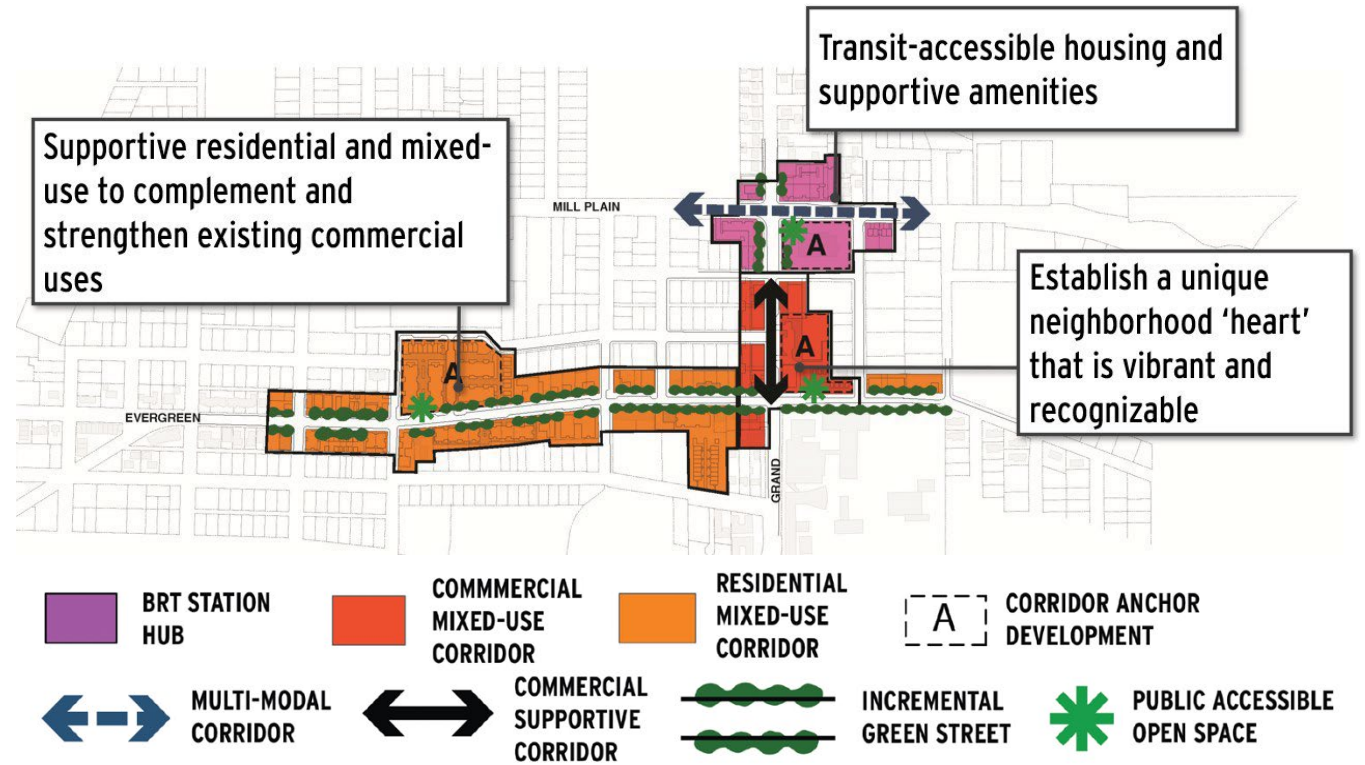
Cascadia Partners
Pauline Ruegg, Senior Associate

Agenda

- Overview of Evergreen and Grand Commercial Corridors Strategy Project
- Overview of Corridor Strategy Implementation Project
- Draft Development and Design Standards
- Draft Implementation Plan
- Next Steps



Overview of Evergreen and Grand Commercial Corridors Strategy Project



Corridor Strategy Review

VISION

Promote equitable and diverse corridor development that is vibrant, sustainable, and mixed-use.

Foster development that recognizes and builds upon the neighborhood's unique setting, history, and character.



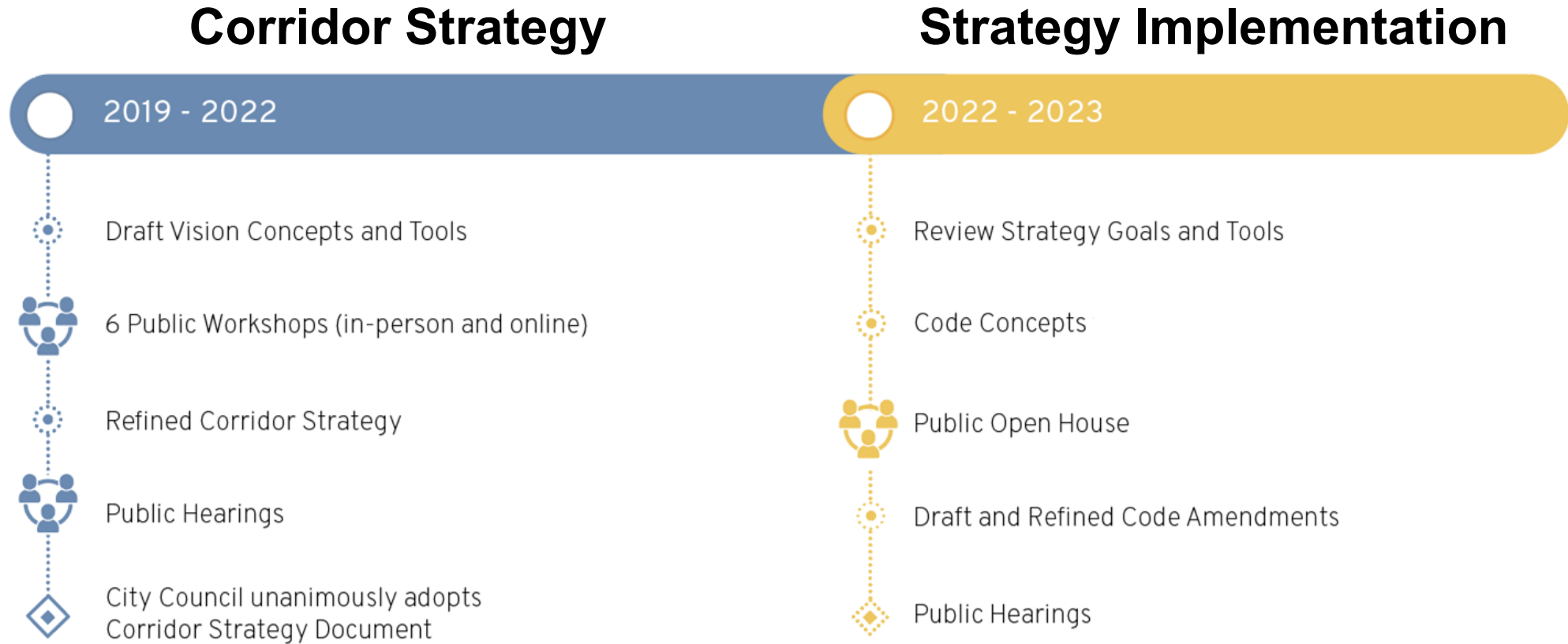
Corridor Strategy Review: Goals and Objectives

Land Use	Goal Strengthen current businesses while providing an appropriate mix of commercial and residential uses.
Mobility	Goal Establish a balanced, multi-modal network of motor vehicle, transit, walking, and biking routes through the corridors.
Parking	Goal Provide adequate parking to serve existing uses and future development.
Urban Design	Goal Create public and private spaces that are inclusive, integrated, and contribute positively to the livability of the corridors.
Economic Development	Goal Provide ample opportunities for small-scale, locally-owned businesses to thrive.

Overview of Evergreen/Grand Commercial Corridor Strategy Implementation Project



Two Phases of Same Project



Key Objectives for Mixed Use Corridors



Enhance economic
viability and job
growth



Increase
transportation
options



Support an
increase in
housing options



Improve the
streetscape to support
redevelopment

Citywide Priorities



Climate

Climate Action Plan promotes sustainable communities with neighborhoods that support transit and walking options, e.g., “15 Minute Neighborhoods”



Equity

Equity Strategy promotes equitable development that does not price out existing residents and encourages housing at all income levels



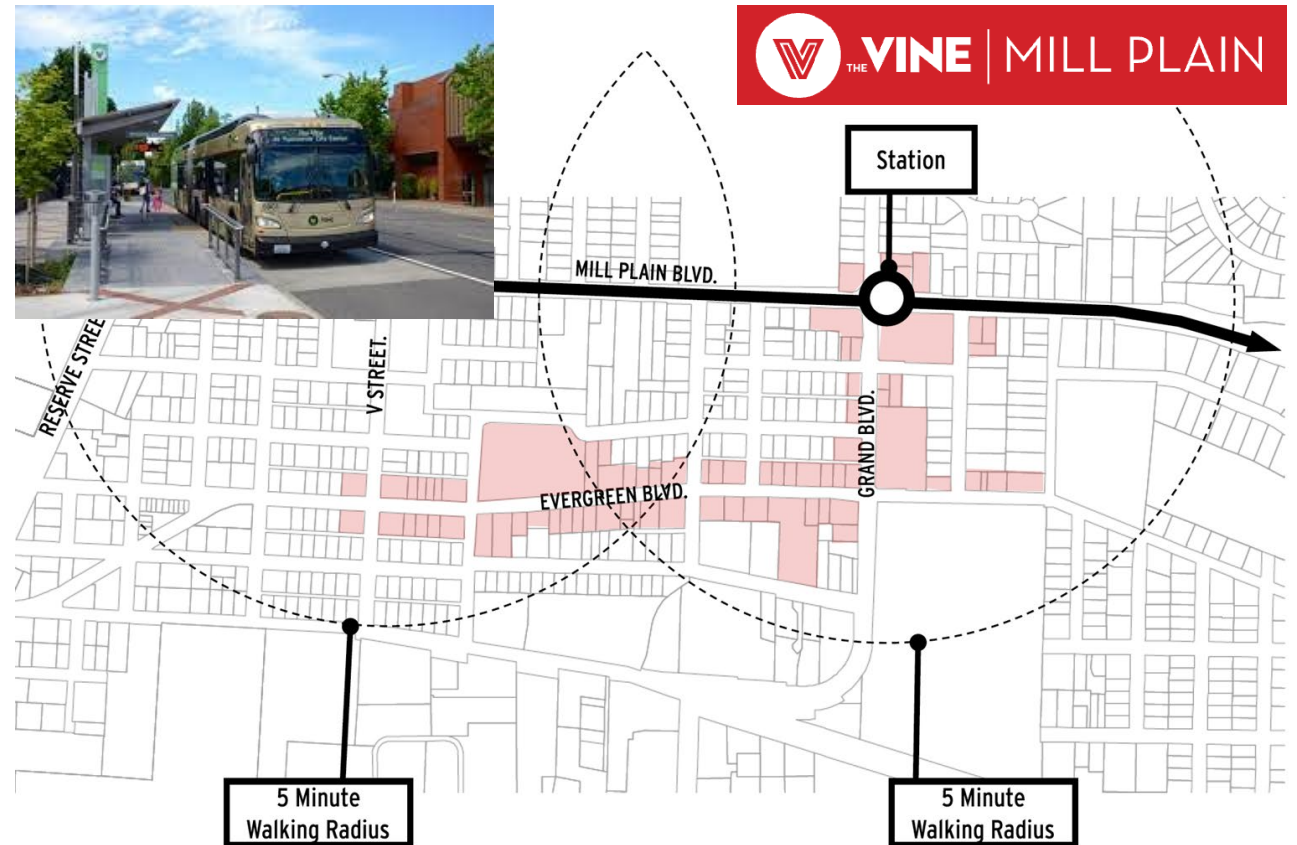
Safety

Transportation System Plan supports creation of safe transportation network for all users (walking, biking, rolling, or riding transit)

Citywide Plans

Bus Rapid Transit is planned for Mill Plain Boulevard

- Operation scheduled to begin in Fall of 2023
- Nearby stations at Grand and Mill Plain
- Will provide faster, more reliable transit service into downtown
- Expected to serve 3,000 passengers per day and see rapid growth over the next 10 years



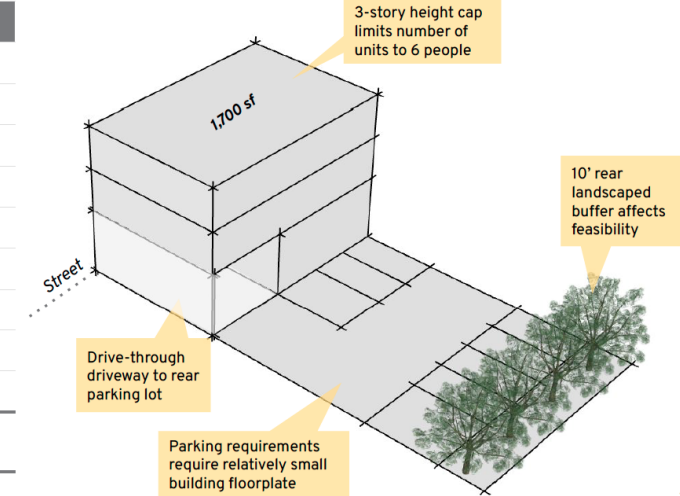
Feasibility Testing

- A key part of the vision for Evergreen and Grand is increasing housing and commercial development.
- If the zoning is changed to allow uses or forms that are not market feasible, development will not occur.
- We test the physical and financial feasibility of development using pro-formas and 3D models to identify standards that balance goals with feasibility.
- Well-calibrated code standards can tip the scales toward a feasible project.

RESIDENTIAL SMALL LOT (3-STORIES)

1. Residential Small Lot

Lot Size	5,000 sf
Height	3 stories
Parking Spaces	8
# of Residential Units	6
Avg. Unit Size (sf)	600
Retail Space (sf)	-
Construction Cost	\$260/sf
Avg. Residential Rent / Unit	\$1,500/month
Retail Rent	-
Internal Rate of Return (Target 10%)	6.1%

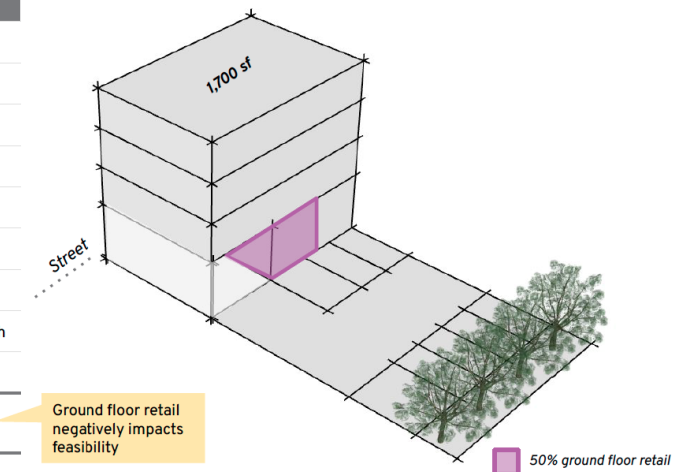


4

MIXED-USE SMALL LOT (4-STORIES)

4. Mixed-Use Small Lot

Lot Size	5,000 sf
Height	4 stories
Parking Spaces	8
# of Residential Units	8
Avg. Unit Size (sf)	600
Retail Space (sf)	510
Construction Cost	\$260/sf
Avg. Residential Rent / Unit	\$1,500/month
Retail Rent	\$25/sf
Internal Rate of Return (Target 10%)	7.4%



7



What aspects of the code concept are most promising?

Are there any aspects of this concept that concern you or need additional explanation?

Engagement Overview

As part of the project, we conducted the following outreach activities:

- Virtual open house (March 2023)
- Online survey and project webpage
- Developer focus group (May 2023)
- Three Planning Commission workshops (Feb, April, June 2023)

Draft Development and Design Standards



Proposed Development Standards

	Current Development Code	2022 Strategy Document	Proposed New Code
Maximum Building Height	50-feet throughout, typically 4 stories	3-5 stories, varying by parcel • 4 stories along Evergreen and west	50ft along Evergreen and west Grand 60ft on east side of Grand and crossroads of Grand and Mill Plain Blvd
Bulk and Massing	- Height limits and setbacks. Commercial abutting lower density residential requires 10-foot setback - Upper portions 6 foot setback for each foot of building height above 20 feet.	No standard directly proposed beyond a) active edge requirements b) maximum groundfloor front setback of 0-5 feet	- Any portion of building within 25 ft of Lower Density Residential Zone must be stepped down to 35 ft - Maximum building width of 100 ft, 12 ft long/deep break required
Required Ground Floor Commercial	At least half of frontage along arterial/collector streets must be commercial or office	More flexibility along Evergreen, keep existing requirement on Grand	Allow for either ground floor commercial or residential along Evergreen. Require at least half of frontage along Grand and crossroads of Evergreen and Grand to be ground floor commercial with flexibility for how to meet this standard.
Required Minimum Off-Street Parking Spaces	0.75 per multi-family unit near frequent transit such as Evergreen and Grand 1/300sf for goods and services, 1/250sf for eating and drinking, 1/400sf office	- Zero for ground floor retail 1/1000sf for commercial uses 1 per unit for residential	0.75 per multi-family unit, potential further reduction as incentive for desired uses/features 1/1000sf commercial, zero for ground floor retail - Allows projects to use 1:1 ratio, replacing on-site spaces with on-street spaces off-site

Maximum Building Height

Recommendation:

- Maintain existing 50 feet (4-story) height on Evergreen / western half of Grand.
- Increase to 60 feet (5-story) on eastern half of Grand

Input:

- Public and Planning Commission voiced support for this increase if supported with bulk and massing standards that address taller buildings.



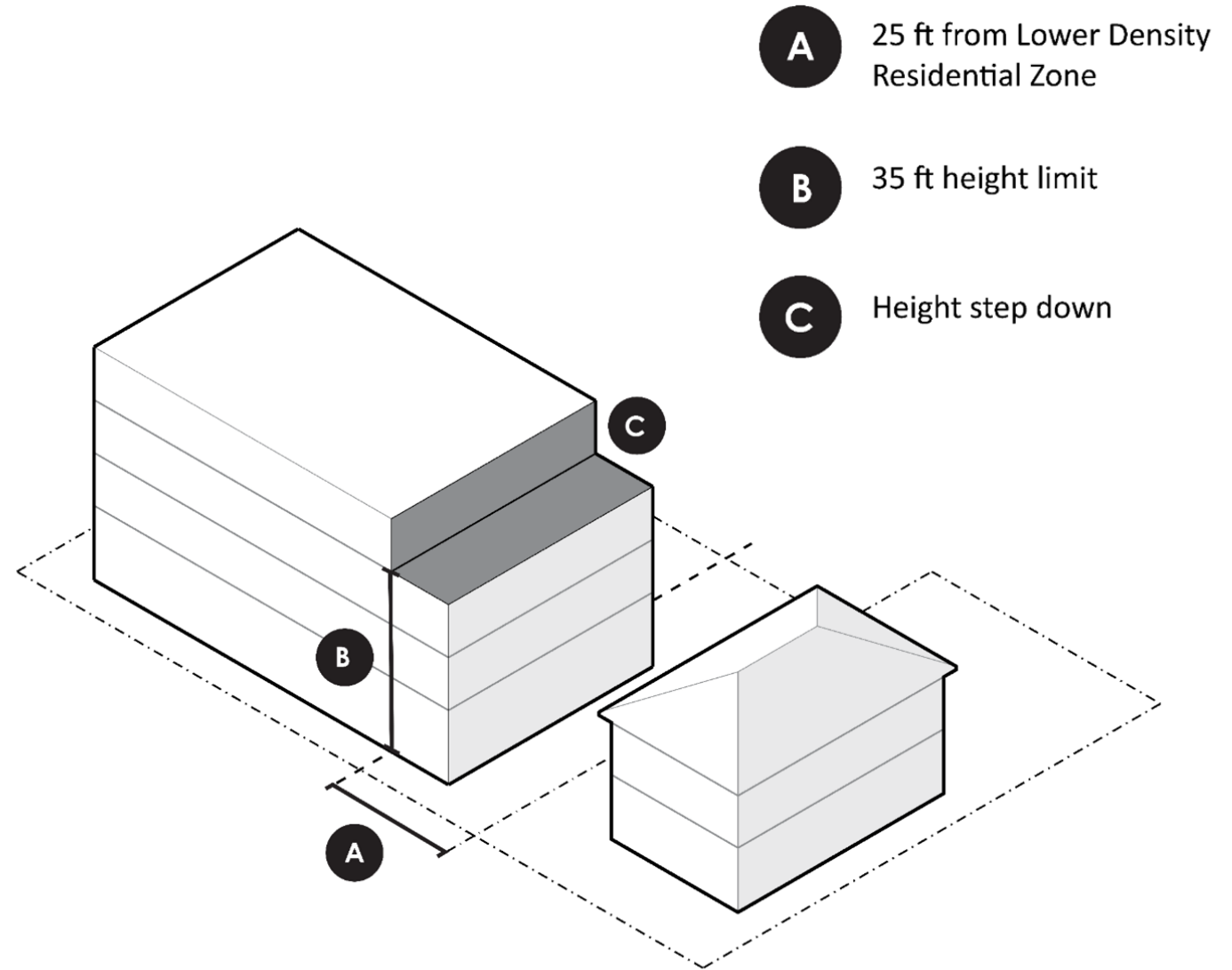
Bulk and Massing

Recommendation:

- Amend existing standard
- Require rear of building next to low-density zones to step down portions of the building within 25 ft of the zone to 35 ft in height.

Input:

- Public and Planning Commission voiced support for this improvement
- Note 10 ft rear landscaped buffer also required



Bulk and Massing

Recommendation:

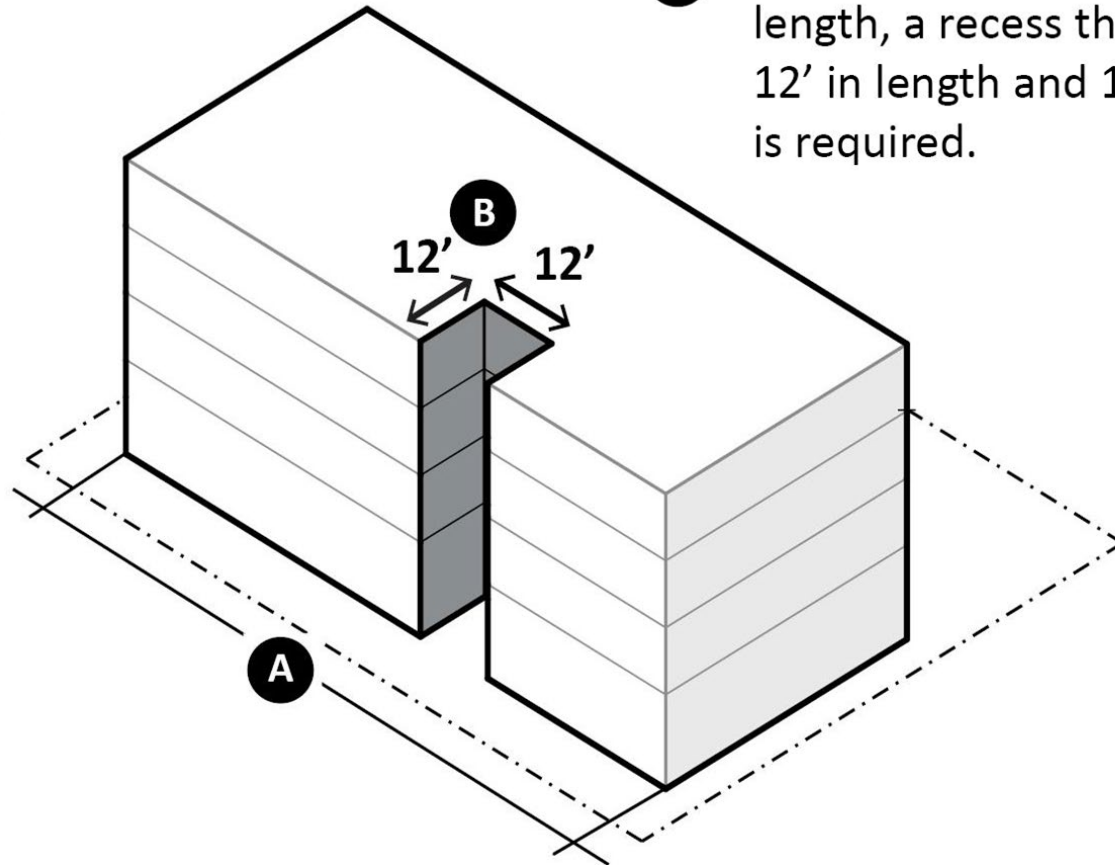
- Add new standard to limit maximum building length and require breaks in the building.

Input:

- Public and Planning Commission voiced support for this standard.
- Developers concerned that this standard reduces floor area, which cuts into feasibility.

A Maximum building length for the portion of a building located within 12' of the street lot line is 100'.

B If a building is over 100' in length, a recess that is at least 12' in length and 12' in depth is required.



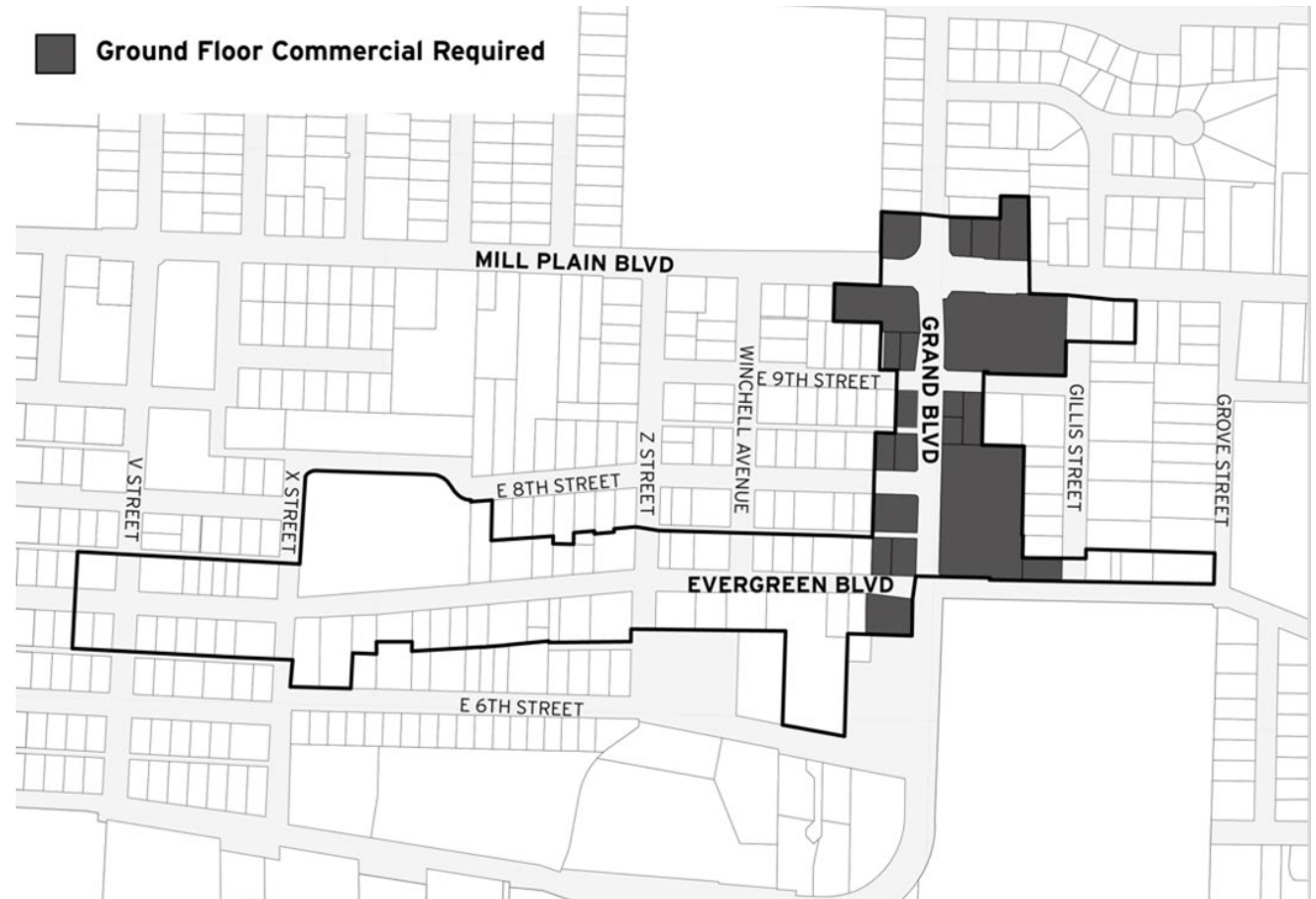
Required Ground Floor Commercial

Recommendation:

- Require ground floor commercial along Grand.
- Allow for either commercial or residential uses along Evergreen.

Input:

- Public and Planning Commission voiced support for this change if supported by stronger design standards for residential uses.
- Developers supported this standard.



Parking Required

Recommendation:

- Reduce ratios for commercial uses and do not require ground floor commercial uses to provide parking.
- Further reduce residential ratio from 0.75 to 0.5 spaces/unit.

Input:

- Planning Commission supported standard; advances climate action goals and improves development feasibility.
- Some concern over spillover effects but recognize long time frame.

Parking Requirement	# of Spaces
Townhomes	1/unit
Duplex	1/unit
Multifamily	0.50/unit
Commercial	1/1000 sf

Slight reduction to make projects more feasible

Recommendation from Corridor Strategy

Additional Proposed Development Standards

Uses	Limited auto-oriented uses
Minimum Density	30 dua on Grand 22 dua on Evergreen
Building Orientation	At least 50% of the width of the street-facing facade must be located within 10 feet of the front lot line
Entrances	All buildings must have at least one primary entrance facing the street A minimum of 50% of all ground floor residential units abutting the street must have individual main entrances.
Building Setback	Minimum front/side setback: 0 ft, 5 ft for residential uses Maximum front setback: 10 ft
Bicycle Parking	Up to 50% of long-term spaces may be provided in individual dwelling units, if more than 20 spaces must provide in shared facility

Maximum Setbacks

Intent: Ensure maximum setback is adequate to allow for sidewalk cafes, outdoor seating, street furniture, comfortable pedestrian zone to achieve the Vision.

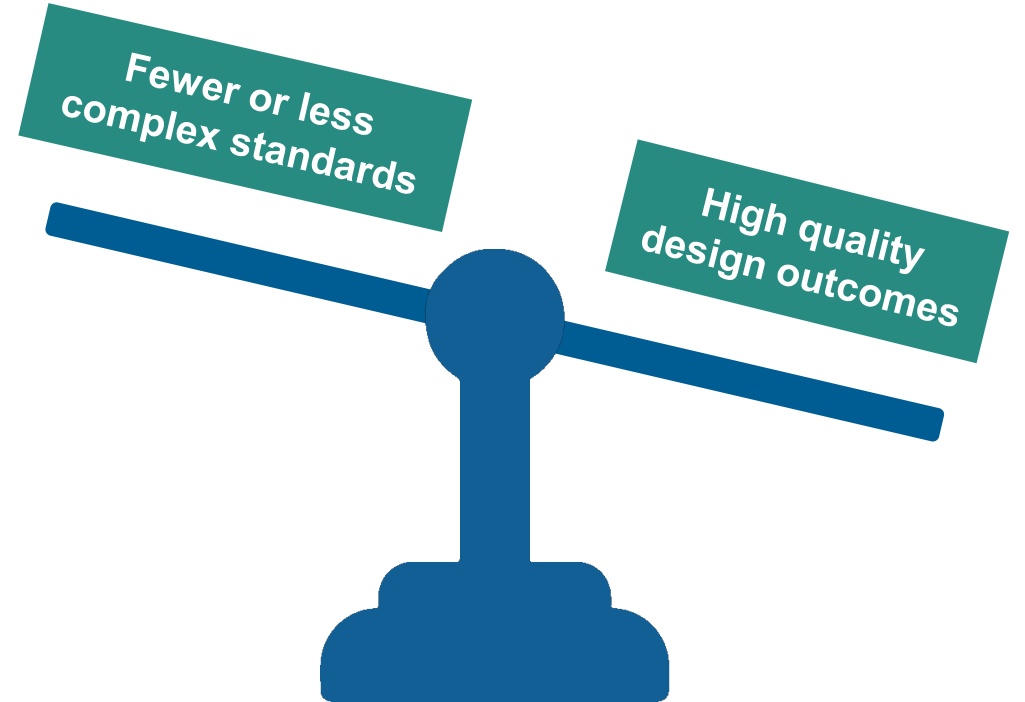
Recommendation:

- Amend the maximum front setback for commercial ground floor uses to 10 feet.
- Continue to not require a minimum setback

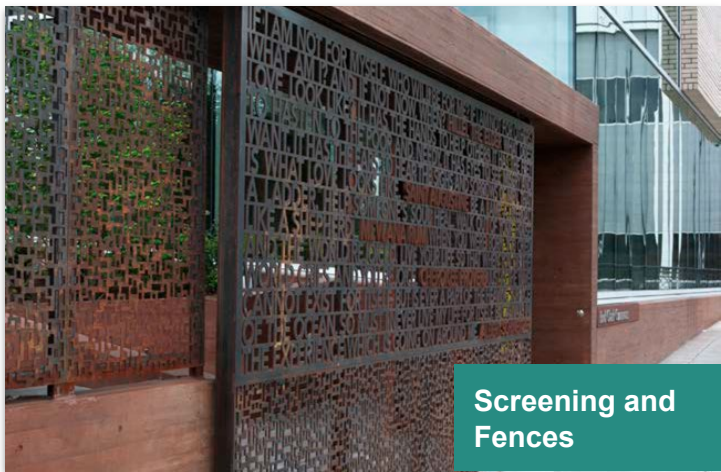
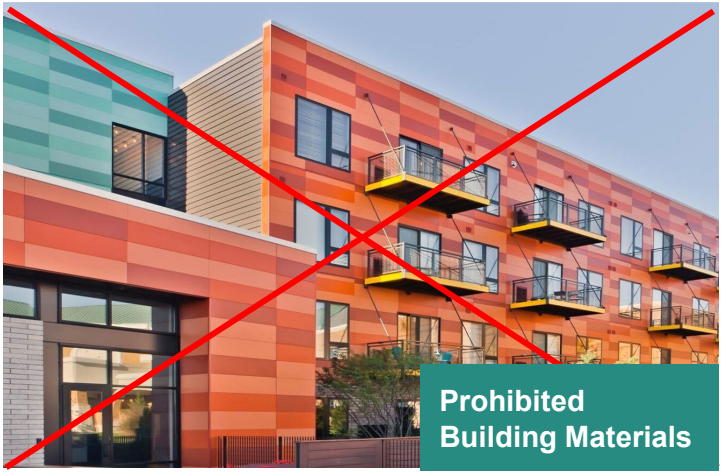
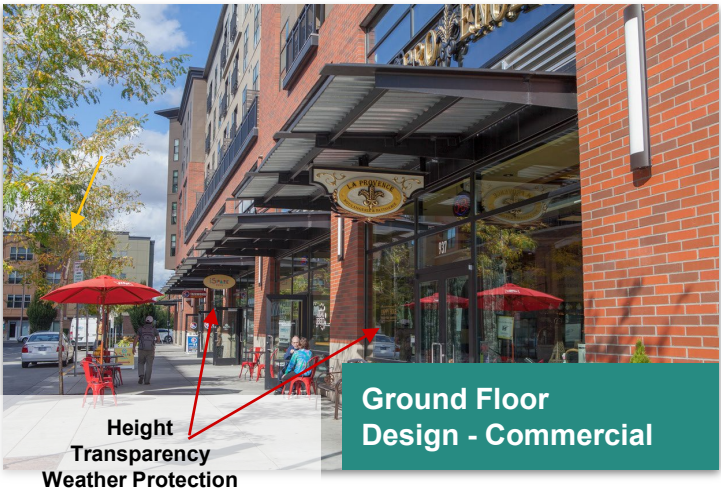


Approach to Design Standards

- Design standards are a balancing act
- Balance complexity of standards with striving for better design outcomes that would achieve the Corridor Vision
- Consider the ease of use for both applicants and staff
- Focus on clear, objective, measurable standards
- Focus on design elements that are most important for a pedestrian-friendly environment



Overview of Design Standards



Ground Floor Commercial

- **Minimum Height:** Ground floor commercial spaces must be 12 feet in height.
- **Windows:** Minimum 60% of the ground floor elevation must be transparent. Windows or doors may be used to meet this standard.
- **Weather Protection:** A minimum of 50% of the width of street-facing facade must include weather protection (awnings, canopies, overhangs, or other architectural features)



Ground Floor Residential

Ground floor residential requires a different approach than commercial.

- Create a transition from the public to private realm.
- Residential units must be setback a minimum of 5 feet, maximum of 10 feet from the street.
- Ground floor entrances must be separated from the street with minimum of two design treatments selected from a menu of options.



This would **not be allowed** under new standards



This would be **required** under new standards

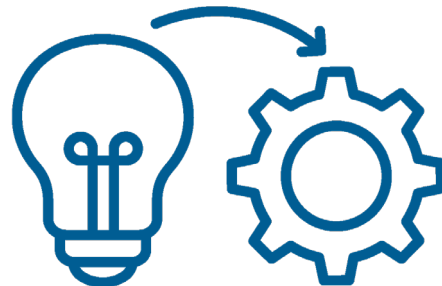
Implementation Plan Overview



Implementation Plan Objectives & Organization

The purpose of the Implementation Plan is to:

- Provide a set of **parallel, complementary actions** to pair with code amendments to implement the Vision from the Corridor Strategy.
- **Prioritize actions** to help City determine the sequence of implementation.
- Clearly **identify roles, first steps, and the level of effort and resources** necessary so City has an achievable and thoughtful course toward a more vibrant Corridor.



For each action, the Implementation Plan identifies for each action:

- **Lead and partners**
- **Scope of the action:** time commitment, public engagement needed, council consideration required
- **Funding:** staffing or FTE needs, when funding is required, e.g., upfront, on-going or both
- **Timing:** immediate term, short term (1-3 years), long-term (3+), on-going
- **Priority:** identify high priority items and key first steps

Implementation Plan Goals & Actions

The implementation plan is organized into four sections:



HOUSING AND ECONOMIC DEVELOPMENT

Provide ample opportunities for small-scale, locally owned businesses to thrive, while maintaining livability for current and future residents.



URBAN DESIGN

Create public and private spaces that are inclusive, integrated, and contribute positively to the livability of the corridor.



MOBILITY

Establish a balanced, multi-modal network of motor vehicle, transit, walking, and biking routes through the corridor.



PARKING

Support adequate parking to serve existing uses and future development.

Implementation Plan Goals & Actions

Goals & Sub-Goals	Housing and Economic Development	Urban Design	Mobility	Parking
	Economic Development 1: Foster a unique and attractive corridor identity (7 sub-goals)	Urban Design 1: Support a vibrant and active corridor (5 sub-goals)	Mobility 1: Leverage ongoing corridor and neighborhood-wide infrastructure projects (4 sub-goals)	Parking 1: Evaluate and manage vehicular parking impacts to local residents (4 sub-goals)
	Economic Development 2: Establish a business-friendly climate that supports a diversity of neighborhood-serving businesses (6 sub-goals)	Urban Design 2: Pursue opportunities for climate resilient design (3 sub-goals)	Mobility 2: Support targeted interventions to improve walkability, bikeability, and connectivity to transit (2 sub-goals)	Parking 2: Support climate and parking goals by increasing micromobility, shared parking options, and EV infrastructure (2 sub-goals)
	Housing 1: Maintain economic diversity and housing affordability, especially for low- and moderate-income households (4 sub-goals)		Mobility 3: Improve safety for all corridor users (3 sub-goals)	

Implementation Plan: High Priority Action



HOUSING AND ECONOMIC DEVELOPMENT

Provide ample opportunities for small-scale, locally owned businesses to thrive, while maintaining livability for current and future residents.

Actions:

- **Economic Development 1.1:** Provide seed support for a locally based, self created neighborhood Business Organization that is focused on the shared needs of new and future businesses through coordinated networking, marketing, promotions, special events, beautification, and advocacy.

First Steps:

- Meet with Fourth Plain Forward to learn about its founding and how its first leader was selected or identified.
- Outreach to existing businesses to gauge interest and build engagement.
- Consider expanding the district's geographic area to encompass adjacent businesses and home-based businesses.

Implementation Plan: High Priority Action



HOUSING AND ECONOMIC DEVELOPMENT

Provide ample opportunities for small-scale, locally owned businesses to thrive, while maintaining livability for current and future residents.

Actions:

- **Housing 1.3:** Contact the Vancouver Housing Authority for a copy of the displacement risk assessment they commissioned in 2023 and use it to inform the City’s understanding of the local risk factors.

First Steps:

- Reach out to the Vancouver Housing Authority to better understand who is at risk and what is driving the risk.
- Review PSU “Reside Vancouver: an Anti-Displacement Plan” and other recent studies on connections between development and displacement.
- Coordinate with citywide housing policy to address tenant protections, supply of affordable housing/business spaces, and subsidy/support programs.

Implementation Plan: High Priority Action



URBAN DESIGN

Create public and private spaces that are inclusive, integrated, and contribute positively to the livability of the corridor.

Actions:

- **UD 1.3:** In partnership with the Business Organization, execute programmatic and tactical urbanism interventions in the public spaces (such as farmers markets, art installations, cultural events, pop-ups, parklets, painted intersections, low-cost bike lanes, etc.) to promote pedestrian-friendly, activated, inviting spaces.

First Steps:

- Identify existing programs that could be leveraged in area (e.g., Public Works Street Eats)
- Brainstorm potential interventions based on short-term solutions needed and/or initial steps to implement longer-term change
- Identify potential budget and partners for each proposed action



Implementation Plan: Priority Actions

Planning Commission priorities included:



ED 2.1 Promote grants and incentives to existing businesses

ED 2.3 Identify any sites that need remediation and leverage brownfield funding opportunities to develop eligible sites

Housing 1.3 Better understand displacement risk for both residential and businesses in the surrounding area

Implementation Plan: Priority Actions

Planning Commission priorities included:



UD 2.1

Implement stormwater management best practices in alignment with City's Low Impact Development standards and Climate Action Framework



Mobility 1.4

Advocate on behalf of the corridor in support of sustainable and active transportation within citywide initiatives



Parking 1.2

Conduct parking study inventory of on-street supply

Project Next Steps

- Planning Commission Public Hearing on July 25th
- City Council first reading on August 21st
- City Council Public Hearing on August 28th
- Implementation efforts will continue beyond development code and will be carried out through multiple departments

City Council Discussion and Direction



Thank You

To learn more, visit <https://www.beheardvancouver.org/eag>



MEMORANDUM

DATE: July 3rd, 2023

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

CC: Becky Coutinho, Associate Planner and Bryan Snodgrass, Principal Planner
Community Development Department

RE: Evergreen and Grand Commercial Corridors Strategy Implementation Update

Introduction

This memorandum is intended to update City Council on the status of the Evergreen and Grand commercial corridors implementation process. This memorandum includes a recap of the associated Strategy document adopted in 2022, and recent and upcoming work intended to result in zoning code changes in 2023 as well as various other implementation steps in future years. The Evergreen and Grand Commercial Corridors Strategy can be viewed here: [Commercial Corridors Strategy | City of Vancouver, Washington, USA](#).

Strategy Document

The Evergreen and Grand Commercial Corridors Strategy document was adopted by City Council on February 28, 2022, intended to guide future zoning code text changes and other land use, community development and transportation implementation.

The Planning Commission and City Council reviewed the document through a combined nine workshops and four public hearings. Community outreach occurred through one in-person and four virtual community meetings, direct communications with individual stakeholders, the project website, and surveys and communication through the City of Vancouver Be Heard page. The process began in early 2020 and lasted until late 2021.

Within the corridors, the Strategy identifies three different character areas – a Main Street Commercial Mixed-Use Corridor on Grand Boulevard, a Residential Mixed-Use Corridor on Evergreen Boulevard, and a Bus Rapid Transit (BRT) Hub at the intersection of Grand and Mill Plain. Within these areas the proposed regulatory changes would include allowances for ground floor commercial uses, building height limitations, minimum off-street parking requirements, and requirements for building to achieve an ‘active edge’ at the ground floor. Specifically, the current standard requiring first floor non-residential uses is recommended to be maintained along Grand

Boulevard, with additional flexibility recommended along Evergreen Boulevard and the BRT hub. The current 50 foot maximum is proposed to be modulated, with increased heights up to five stories allowed on the west side of the BRT hub, four stories allowed on most of Grand and Evergreen Boulevards, and a three-story limit on other portions of Evergreen. For parking, one space is proposed to be required per 1,000 feet of commercial floor area. No parking minimum is proposed for ground floor retail in mixed-use buildings. One parking space is proposed per residential dwelling unit. To create active edge along the development, it is recommended to require a maximum front setback of 0-5 feet at the ground floor only regardless of building height, as well as establishing front door access and minimum ground floor transparency requirements for both commercial and residential uses.

In addition to land use regulations, there are several additional regulatory and programmatic recommendations in the Strategy. Some of these include adopting standards that support activating vacant and underutilized spaces, developing design guidelines bolstering local identity and street activation that considers development affordability, and encouraging streetscape improvements in all redevelopment projects. The Strategy recommended extension of City's Multi-Family Tax Exemption (MFTE) program to this area, calibrated to implement the vision and goals for the corridors and add workforce housing, which was recently adopted. The Strategy recommends other longer-term non-regulatory programmatic investments, including the creation of a business district organization to support art, events, and other placemaking activities.

Implementation Work

Following the adoption of the Strategy, City Staff completed a competitive request for proposal process to secure a consultant to aid in the work of creating development regulations and additional implementation measures. Cascadia Partners, a full-service urban planning, real estate, environmental sustainability, and public engagement firm was chosen. The project team began work in October 2022, and has provided regular updates to the Planning Commission throughout the process, including workshops on [February 14, 2023](#), [April 11, 2023](#), and [June 13, 2023](#). At these workshops the Planning Commission continued to indicate overall support of the project and provided feedback on a variety of code concepts, including a desire to keep existing businesses and residents in the area, to examine how reductions in parking requirements and increases in allowed heights might affect the surrounding neighborhoods, and to be more clear what level of housing affordability is expected.

Implementation is intended to facilitate development consistent with the overall Strategy goals and vision, through the development code as well as longer term implementation efforts. The code development process has included community outreach, including a public open house and a developer focus group to share code concepts and gather community input. Following adoption of new code standards, the next phase of work will focus on economic development, community building, and transportation improvements, and will occur over the next several years

Draft Evergreen and Grand Overlay

Proposed overlay standards for the Evergreen & Grand Commercial Corridors include the following code concept recommendations:

- 1) Building Height- Maintain the existing 4-story height limit along Evergreen and western half of Grand. Increase to 5-story limit along eastern half of Grand near the new transit line.
- 2) Building Form- Adopt new standards that address the shape and size of new buildings to address concerns about buildings being in character with existing neighborhood.
- 3) Required Ground Floor Commercial- Require ground floor commercial uses only along Grand and allow more flexibility for ground floor residential along Evergreen.
- 4) Parking- Reduce parking requirements for multifamily developments and for commercial uses, and do not require parking for ground floor commercial uses

These code concepts have been integrated into draft Evergreen and Grand Overlay District code language (see Attachment A), to apply to the corridor boundaries consistent with the original Strategy document. The overlay district outlines the types of land uses are permitted in the district and development standards around density, building orientation, building setbacks and buffers, building heights, building massing, and parking.

Through the implementation process, the project team has identified needed adjustments to some of the specific provisions outlined in the Strategy Document. These proposed refinements are outlined in the chart on the following page and respond to changing market conditions reflected in the findings in the Pro Forma analysis conducted by Cascadia Partners (see Attachment B). This analysis incorporated a parcel-by-parcel site inventory, development modeling, and current development patterns. Given the development climate today, the project team believes the below changes are necessary to make development in the corridor feasible. These changes continue to reflect community aspirations for the area and allow flexibility to developers, while maintaining the intent and goals outlined in the Strategy. In addition to addressing current market conditions, these changes align with goals outlined in the Climate Action Framework and respond to new state regulations related to housing production and parking requirements.

Evergreen and Grand Commercial Corridors Strategy Refinements			
	Current Development Code	2022 Strategy Document	Proposed Development Code
Maximum Building Height	• 50-feet throughout, typically 4 stories	• 3-5 stories, varying by parcel	• 50ft along Evergreen and west Grand (4 stories) • 60ft on east side of Grand and crossroads of Grand and Mill Plain Blvd (5 stories)
Building Bulk and Massing	• Silent beyond height limits and setbacks. Commercial abutting lower density residential requires 10-foot setback • Upper portions need ½ foot setback for each foot of building height above 20 feet.	• No standard directly proposed to address the development form beyond active edge requirements, maximum front setback of 0-5 feet at the ground floor	• Maximum height step down only on rear face within 25 feet of a residentially zoned site • Maximum building width, with breaks within the building
Required Ground Floor Commercial	• At least half of frontage along arterial/collector streets must be commercial or office	• More flexibility along Evergreen, keep existing requirement on Grand	• Allow for either ground floor commercial or residential along Evergreen. Require ground floor commercial along Grand
Required Minimum Off-Street Parking Spaces	• 0.75 per multi-family unit near frequent transit such as Evergreen and Grand • 1/300sf for goods and services, 1/250sf for eating and drinking, 1/400sf office	• Zero for ground floor retail • 1/1000sf for commercial uses • 1 per unit for residential	• 0.5 per multi-family unit • 1/1000sf commercial, zero for ground floor retail

Draft Evergreen and Grand Design Standards

Objective design standards are proposed in the overlay district development regulations to meet the vision of the Strategy document, focusing on the ground floor of buildings to create a vibrant street and pedestrian experience, and to address the unique challenges of creating an active street while preserving resident privacy. The standards are not intended to promote a particular architectural style or aesthetic. Use of objective standards is intended to allow for consistent administration and interpretation as opposed to more discretionary guidelines, with the goal of striking a balance between the number/complexity of standards and encouraging new development in the Corridor.

The following are the proposed design standards:

- Building Orientation
 - *Build-to-Line*: A minimum of 50% of the street-facing facade of the building must be located within 0-10 feet of the street.
 - *Parking Areas*: No more than 50% of the street frontage may be used for vehicle areas. Where parking is adjacent to the street, it must be screened with low wall and/or landscaping.
- Main Entrances
 - *Commercial Uses*: Must provide at least one entrance on either Evergreen or Grand. If on a corner, the entrance must be oriented to the corner.
 - *Residential Uses*:
 - Minimum 50% of ground floor residential units must have individual entrances.
 - Additional setback and design standards to create a transition from street to private units and activate the street.
- Ground Floor Commercial
 - *Minimum Height*: Ground floor commercial spaces must be 12-15 feet in height.
 - *Windows*: Minimum 60% of the ground floor elevation must be windows or other glazed openings.
 - *Weather Protection*: A minimum of 25-50% of the width of street-facing facade must include weather protection (awnings, canopies, etc.)
- Ground Floor Residential
 - Entrances to residential units must be setback 5-10 feet from street.
 - Must provide either a hardscape patio, landscaped private open space, raised private open space (patio, porch, etc.) or the dwelling unit must be raised above the street, or include steps to a terrace, among other design features that create a public private realm.
 - Must provide either a transparent low wall or fence (18-24") or landscape screening.
- Facade Articulation
 - *Applicability*: Buildings more than 20 feet high. The standard would only apply to larger buildings, not single-story commercial buildings.
 - *Standard*: Buildings must incorporate vertical and horizontal elements that articulate the facade.
 - These elements help to divide the mass of the building into a base, middle, and top with distinct physical transitions.
 - This standard does not dictate architectural style.
 - It requires details that break up larger facades, so they are interesting to people walking by and contribute to the identity of the Corridor.
- Screening and Fences
 - *No High Fences/Walls on Street*: Fences, walls, or hedges higher than 3 feet shall be prohibited between the street and the building.
 - *Ground Mounted Utilities/Equipment/Waste Receptacles*. New electric meters, gas meters, HVAC equipment, and waste receptacles must be screened from view from the street.

- *Rooftop Utilities/Equipment*: must be set back at least 15 feet from roof edges on street-facing facades and include screening

Community Outreach summary

Following the February Planning Commission meeting, a virtual open house was held on March 16th. Roughly 20 people were in attendance, business owners, developers, and community members from the adjacent neighborhoods. At the open house the project team presented the four code concepts and provided time for discussion on each. Overall, there attendees indicated broad support for the goals of the Corridor Strategy and want to see the area redevelop even though this will bring changes, including increased activity, taller buildings, and less parking. During the conversations there was a focus on identifying the other programmatic activities the city planned to do to support the corridor's growth.

In addition to the open house, there was a survey posted on the project BeHeard page. Below are excerpts from the survey responses:

- *Code changes proposed will likely push residential development along Evergreen to replace businesses rather than promote an increasingly walkable neighborhood.*
- *Zoning to go at least 5 stories please. Less parking requirements.*
- *I encourage deeper thought being given to encouraging connections with the Historic Reserve.*
 - *With increasing density at Grand and Evergreen, residents and businesses will benefit from a heightened awareness of a large open space nearby a short distance to the west for recreation and education.*
 - *Consider opportunities for the installation of interpretive information on Evergreen between Grand and the Reserve.*
 - *Give the inclusion of historical information the same importance as inclusion of public art.*

The project team will be seeking additional community feedback on draft code language prior to public hearings with the Planning Commission and Council.

Developer Focus Group Summary

On May 22nd, the project team organized a developer focus group to get feedback on the draft code standards and understand if they strike an appropriate balance between high quality design outcomes and development feasibility. Input from the developers included:

- Would like to see height limit of 5 stories in the entire corridor
- Support having no height minimum
- Question if 0-5ft setback for commercial uses along Grand is enough to create comfortable outdoor space
- Supportive of step-down requirement as it gives opportunity for more outdoor living space which in turn can activate the street

- Concern if requiring maximum building length and breaks in buildings could make development less feasible as the project would be losing developable space
- Would like to see additional transportation and right-of-way improvement projects led by the City
- Support investing in public realm with signage and flower planters to create a pleasant experience in the Corridors
- No major concerns regarding the design standards proposed

Implementation Plan Summary

The full extent of the vision outlined in the Evergreen and Grand Commercial Corridors Strategy requires both development code regulations and other longer-term programmatic investments. The Evergreen and Grand Implementation Plan has been drafted to guide the work that falls outside the purview of the development code (see Attachments C and D) and is intended to guide ongoing City investments while also bringing in key partners like neighborhood associations, businesses and technical assistance providers, affordable housing developers, and the community at large. The tasks have been broken down to four main focus areas including housing and economic development, urban design, mobility, and parking, as outlined below. All will require resources to implement in the coming years.

- *Economic Development:*
 - Foster a unique and attractive corridor identity
 - Establish a business-friendly climate that supports a diversity of neighborhood-serving businesses
- *Housing:*
 - Maintain economic diversity and housing affordability, especially for low- and moderate-income households
- *Urban Design:*
 - Support a vibrant and active corridor
 - Pursue opportunities for climate resilient design
- *Mobility:*
 - Leverage ongoing corridor and neighborhood-wide infrastructure projects
 - Support targeted interventions to improve mobility for all users and connectivity to transit
 - Improve safety for all corridor users
- *Parking:*
 - Evaluate and manage vehicular parking impacts to local residents
 - Support climate and parking goals by increasing micro mobility, shared parking options, and EV infrastructure

The two tasks below are highlighted here as shorter term non-regulatory implementation priorities, as they play a critical role in catalyzing several of the other implementation tasks.

- *ED 1.1:* Provide seed support for a locally based, self-created neighborhood Business District Organization that can meet the shared needs of new and future businesses through networking, marketing, promotions, special events, beautification, and advocacy
- *ED 1.2:* Provide staff and resource support to the Business District Organization so it can develop into a fully-fledged, self-sustaining, and independent organization.

The goals and associated tasks that fall under them reflect input and expertise from various City departments who will lead them, with a particular emphasis on feasibility, timing and resource needs. It will continue to be refined as the team collaborates with other partners.

Project Next Steps

Staff will return to Planning Commission for a Public Hearing on July 25th.

The City Council first reading is scheduled for August 21st and the Public Hearing is tentatively scheduled for August 28th.

The project team will continue to engage with stakeholders, neighbors, and area businesses to get feedback on the proposed standards and respond to inquiries. Community development staff will continue to coordinate with other departments to integrate implementation items into department work plans.

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Attachment(s):

- A. Draft Evergreen and Grand Commercial Corridors Overlay District Language
- B. Financial Feasibility Analysis of Code Concepts
- C. Draft Evergreen and Grand Commercial Corridors Implementation Plan Memo
- D. Draft Evergreen and Grand Commercial Corridors Implementation Plan

Chapter 20.590

EVERGREEN/GRAND CORRIDOR OVERLAY DISTRICT

Sections:

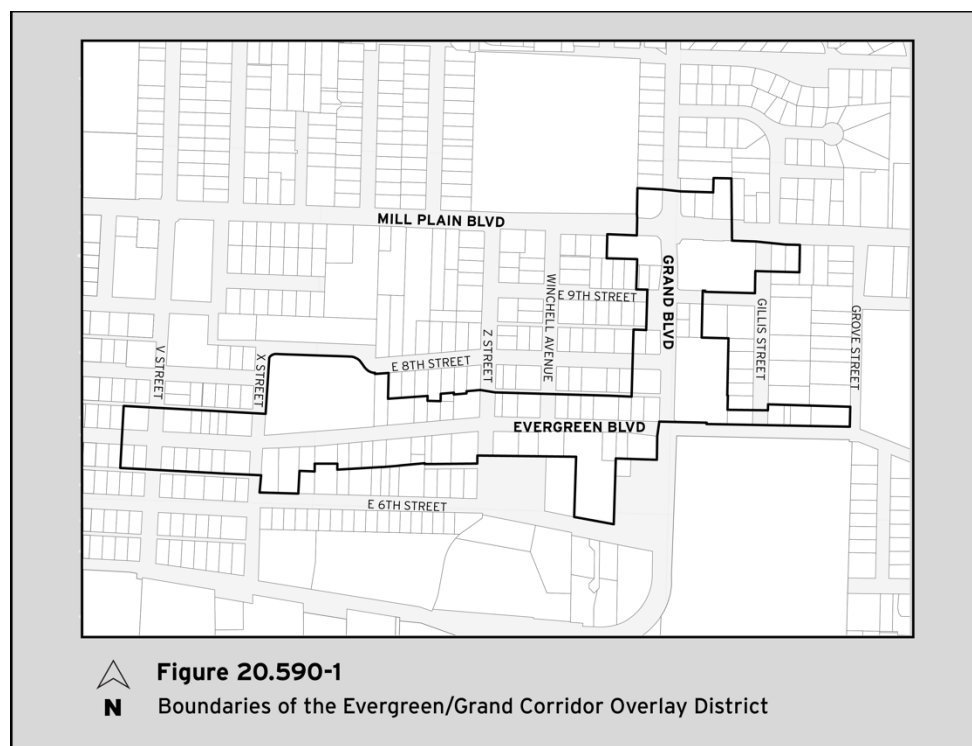
20.590.010	Purpose
20.590.020	Applicability
20.590.030	Regulation of Uses
20.590.040	Development Standards
20.590.050	Design Standards

20.590.010 Purpose

- A. *Purpose.* This chapter establishes standards for the Evergreen/Grand Corridor Overlay District (“Corridor”) in order to ensure new development contributes to achieving the goals of the Evergreen/Grand Corridor Strategy (“Strategy”) as follows:
1. Strengthen current businesses while providing an appropriate mix of commercial and residential uses.
 2. Establish a balanced, multi-modal network of motor vehicle, transit, walking, and biking routes through the corridors.
 3. Provide adequate parking to serve existing uses and future development.
 4. Create public and private spaces that are inclusive, integrated, and contribute positively to the livability of the corridors.
 5. Provide ample opportunities for small-scale, locally owned businesses to thrive.
 6. Contribute to a vibrant public realm that encourages interaction with an active edge along the ground floor, high-quality public spaces, and a walkable pedestrian environment.
- B. This chapter is not intended to prevent continued use, repair or modest expansion of lawfully existing buildings, or to render otherwise lawful development as nonconforming.

20.590.020 Applicability

- A. *Establishment of Boundaries.* The standards of this chapter apply to properties along Evergreen Boulevard and Grand Boulevard as indicated in Figure 20.590-1.

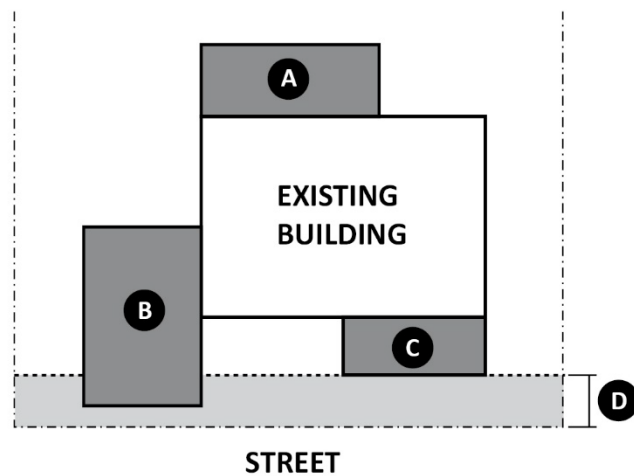


- B. *Relation to Other Standards.* These standards shall be in addition to other applicable standards of Vancouver Municipal Code or state law and shall supersede those standards where they conflict.
- C. *Types of Development.* All projects that involve new construction, modification of the exterior of an existing building or parking lot located within the area defined in Figure 20.590-1 shall be subject to approval by the Planning Official pursuant to this Chapter.
- D. *Exemptions:* The following activities shall be administratively exempt from complying with these standards:
1. Exterior work not visible from the public way;
 2. Public art; and
 3. Other minor construction such as replacement of doors, windows, awnings, etc., determined by the Planning Official to be exempt.
 4. Additions or modifications to single family dwellings and duplexes.
 5. Replacements for buildings or structures destroyed by fire or calamity as provided in VMC 20.930.
- E. *Nonconforming Development:* Existing lawful structures and/or improvements that exist at the effective date of this chapter may be continued so long as it remains otherwise lawful per Section 20.930.030.B.
- F. *Expansions and Alterations to Existing Nonresidential Buildings.* The standards of this chapter apply to expansions and alterations to nonresidential buildings that are subject to Site Plan Review. The standards are applicable as follows:

1. Expansions or additions to nonresidential buildings of over 500 square feet that are visible from a public street are required to be in conformance with the standards of this chapter. The standards only apply to the expansion or addition.
2. Expansions or additions to nonresidential buildings must not increase the length of street-facing façade that does not conform to the maximum setback standard. The expansion or addition must, to the extent feasible, reduce the area dedicated to parking and vehicular circulation between the building and the right-of-way. See Figure 20.590-2.
3. Exterior alterations or remodels of existing nonresidential buildings that do not conform to the design standards of Section 20.590.050 must improve compliance with these standards where possible, and at a minimum must not increase nonconformance.

Figure 20.590-2. Applying the Maximum Setback Standard to Additions/Expansions

- A** Additions not visible from a public street not required to conform to the standards of this chapter.
- B** Additions that increase the length of the street-facing facade must meet maximum setback standard.
- C** Additions that do not increase the length of the street facing facade that does not conform with the maximum setback standard are required to reduce the area dedicated to parking and vehicular circulation between the building and the right-of-way.
- D** Maximum allowed setback



20.590.030 Regulation of Uses

- A. *Uses.* Uses on properties in the Corridor shall be permitted, conditional, limited, or prohibited as per Table 20.430.030-1 Commercial and Mixed-Use Districts Use Table, with the following exceptions in Table 20.590.030-1.

Table 20.590.030-1. Special Use Regulations for Evergreen/Grand Corridor Overlay District

USE	
Household Living	L ¹

Group Living	L ¹
Home Occupation	L ^{1, 2}
HOUSING TYPES	
Single Dwelling Units, Attached	L ¹
Duplexes	X
Multi-Dwelling Units	L ¹
Affordable Housing Projects	L ^{1, 3}
CIVIC	
Park & Ride Facilities	
-Surface	X
-Structure	X
COMMERCIAL	
Motor Vehicle Related	
- Motor Vehicle Sales/Rental	X
- Motor Vehicle Servicing/Repair	X
- Vehicle Fuel Sales	X
Non-Accessory Parking	X
Self-Service Storage	X

¹ Residential uses are limited in some locations as specified by VMC 20.590.030(B)(1).

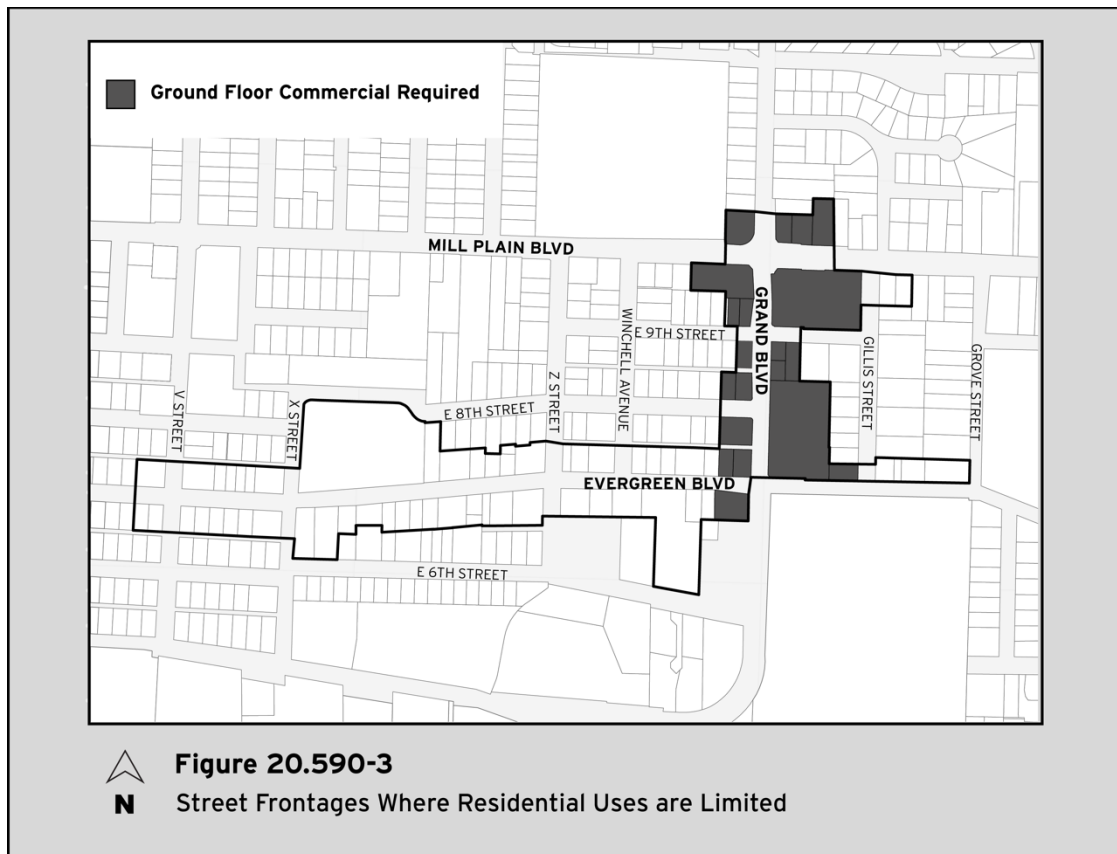
² Subject to the provisions of Chapter 20.860 VMC, Home Occupations.

³ Eligible affordable housing projects must (a) demonstrate eligibility for Washington State Housing Finance Commission Low Income Housing Tax Credits by providing at least 40 percent of units affordable to households at 60 percent of Area Median Income or otherwise as demonstrated eligible for credits; (b) include a guarantee that the threshold is maintained for at least 30 years unless specified longer by the finance commission; and (c) be located on properties whose borders are within 1,000 feet of a bus rapid transit or other high capacity transit corridor, or transit corridors with existing weekday peak service frequencies of 35 minutes or less, as indicated in the C-Tran 2018-2033 Transit Development Plan.

B. Additional Use Standards.

1. A minimum of 50% of the lineal street front of the ground floor buildings along streets designated in Figure 20.590-3 must be devoted to commercial uses.
2. Drive-through facilities are prohibited on all properties.

C. Existing Uses. Limitations on uses set forth in Section 20.590.030 do not apply to existing uses continuing in existing buildings or structures, or in buildings or structures permitted to be replaced in the event of fire or calamity pursuant, as provided in VMC 20.930.

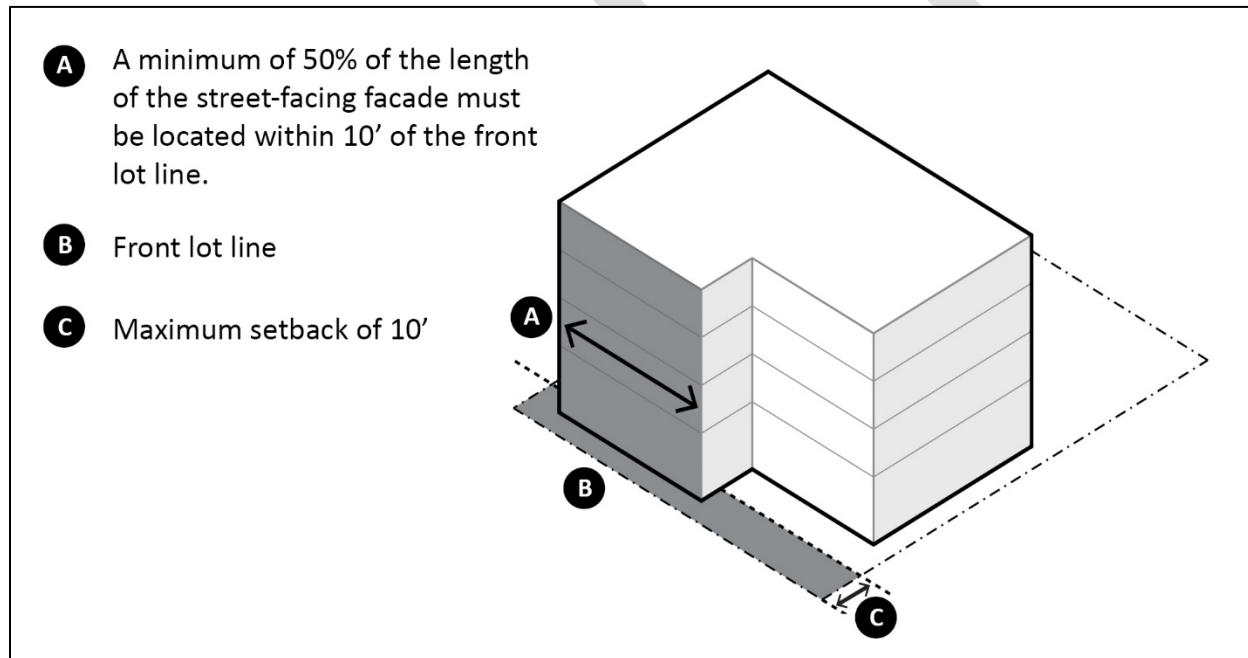


20.590.040 Development Standards

- A. *Minimum Density.* Any development that includes residential uses must include a minimum of the following number of dwelling units per acre of site area:
 1. *Sites on Grand Avenue:* 30 dwelling units per acre
 2. *Sites on Evergreen Boulevard:* 22 dwelling units per acre
- B. *Building Orientation*
 1. *Maximum Setback.* A minimum of 50 percent of the length of the street-facing façade of the building must be located within ten feet of the front lot line. See Figure 20.590-4 below.
 2. *Ground Floor Residential Setbacks.* A minimum setback of five feet and a maximum setback of ten feet is required for ground-floor residential uses. A transition area must be provided per VMC 20.590.050.3 Ground Floor Separation standard.
 3. *Improvements Between the Building and the Street.* Off-street parking is not allowed between a building and a street lot line along the following streets in the Corridor: E. Evergreen Boulevard, Grand Boulevard, and E. Mill Plain Boulevard. The land between any building and a street lot line must be landscaped to at least the L1 level (see VMC 20.925) and/or hard surfaced for use by pedestrians.
 4. *Main Entrance.* These standards apply to the primary building(s) on a site (e.g., not to accessory structures).

- a. *Entry Orientation.* All buildings must have at least one primary entrance facing the street (i.e., within 45 degrees of the street property line). For multi-tenanted nonresidential buildings, buildings with multiple entrances, or buildings with multiple frontages, only one primary entrance must comply with this standard.
- b. *Walkway Connection.* All primary entrances to a building (e.g., tenant entrance, lobby entrance, breezeway entrance, or courtyard entrance) must comply with VMC 20.945.040(H)(7) Pedestrian access, circulation and connections.
- c. *Ground Floor Residential Entrances.* A minimum of 50 percent of all ground floor residential units abutting the street must have individual main entrances that open directly onto the right of way rather than the interior of the building or parking lot. Entries must meet the Ground Floor Separation Design Standard (VMC 20.590.050.C.3). For buildings with a central common open space opening to the street, primary entries for ground floor units abutting the courtyard must open directly onto the courtyard.

Figure 20.590-4. Building Orientation Standards



C. Building Setbacks and Buffer Landscaping.

1. *Front Yard or Street Side Yard.* No front or street-side yard setback is required except for residential uses as provided in 20.590.040(B). Buildings must meet the maximum setback standard of VMC 20.590.040(B).
2. *Side or Rear Yard.*
 - a. *Abutting a Residential Zone.* Minimum building setback of 10 feet. Parking or open space areas may be placed within the side or rear setback. A 5-foot buffer that is landscaped to the L4 High Wall standard (see VMC 20.925) is required.
 - b. *Abutting a Commercial or Mixed-Use Zone.* No side or rear yard setback required.

D. Building Height

1. **Maximum Height.** Maximum building height varies by location as provided in Figure 20.590-5.
2. **Height Step Down.** Buildings must be stepped down to create a transition to adjacent residential zones with lower maximum building heights:
 - a. Sites with property lines that abut residential zones for less than a five-foot length are exempt from these standards.
 - b. Any portion of a building within 25 feet of a Lower Density Residential Zone, shall be no higher than 35 feet. See Figure 20.590-6.
 - c. No height step down is required on the portion of a site adjacent to a Higher Density Residential Zone or Commercial and Mixed Use Zone.

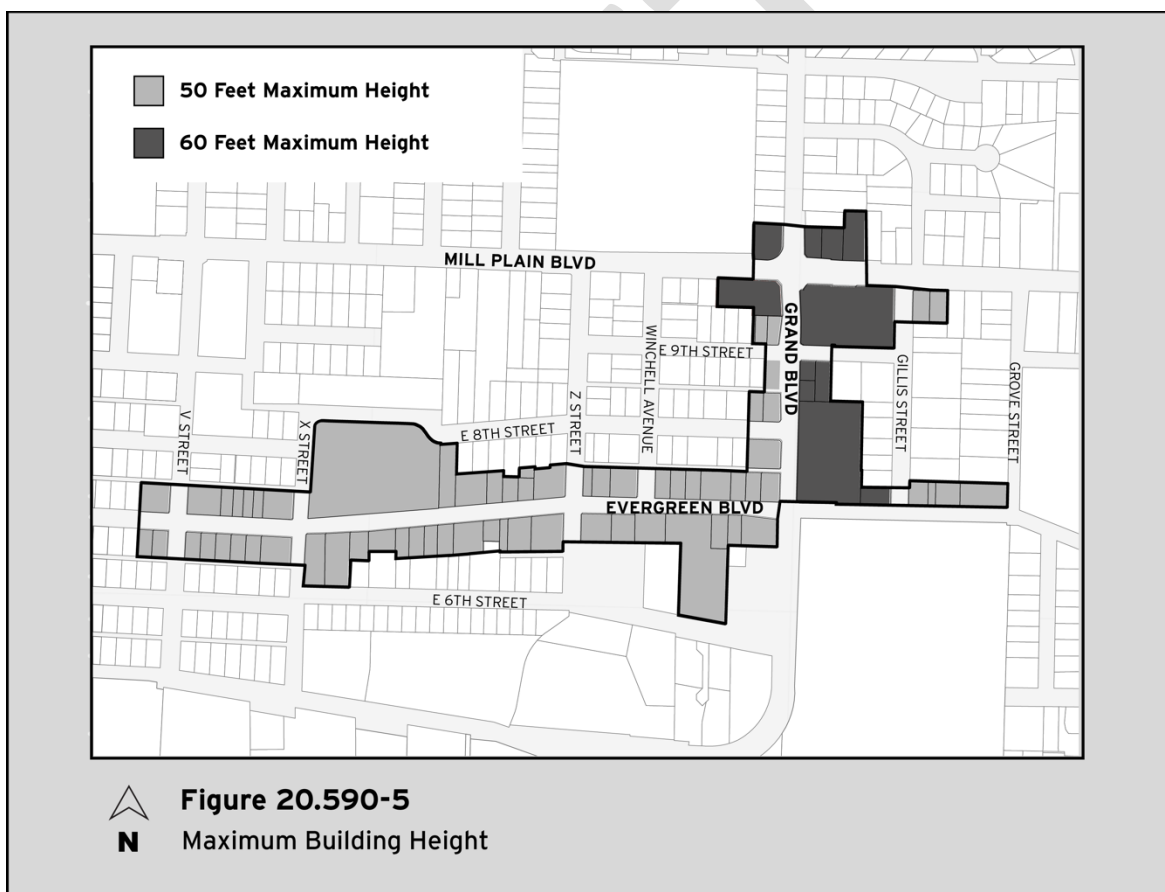
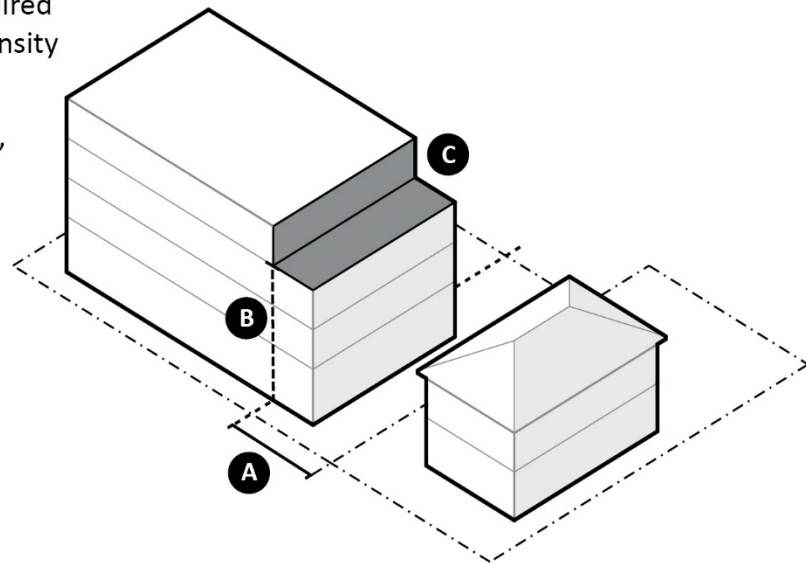


Figure 20.590-6. Height Step Down

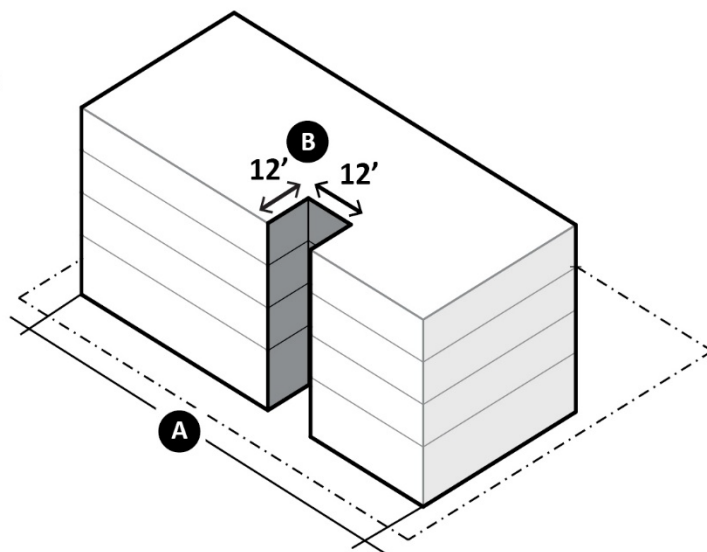
- A** Height step-down required within 25' of Lower Density Residential Zone.
- B** Maximum height of 35'
- C** Height step-down



- E. Maximum Building Length.* The maximum building length for the portion of a building located within 12' of the street lot line is 100'. This standard is met if two buildings are entirely separated, or when one building over 100' includes a recess that is at least 12 feet in length and 12 feet in depth (see Figure 20.590-7).

Figure 20.590-7. Maximum Building Length

- A** Maximum building length for the portion of a building located within 12' of the street lot line is 100'.
- B** If a building is over 100' in length, a recess that is at least 12' in length and 12' in depth is required.



F. Parking

1. **Minimum Spaces Required.** Parking and loading requirements shall be as specified in VMC 20.945, with the following exceptions for properties in the Corridor:
 - a. Market Rate Multifamily Dwelling Units: 0.5 spaces per dwelling unit.
 - b. Housing for Low-Income Households Earning Under 60% Median Area Income: 0.5 spaces per dwelling unit.
 - c. All Commercial Uses permitted in the CC zone: 1 space/1,000 gross square feet.
 - d. Commercial uses on the ground floor of a mixed use building that includes residential uses are exempt from minimum off-street parking requirements in Table 20.945.070-2.
 2. **Location of Parking Areas.** Parking and loading areas are prohibited per VMC 20.590.040.B.3. The following additional standard applies:
 - a. *Attached single dwelling units.* Garage entrances are prohibited on the street-facing façade of attached single dwelling units. A shared drive aisle may be used to access parking located to the rear of dwelling units. Where possible, access shall be provided from an alley or, if located on a corner parcel, from a secondary street.
- G. **Bicycle Parking.** Bicycle parking shall be provided in a safe, accessible, and convenient location. Bicycle parking shall meet the standards contained in Table 20.590.040-1 and shall be consistent with the standards of VMC 20.945.050 and the city of Vancouver Bicycle Parking Guidelines.
1. **Standard.** Up to 50 percent of long-term bicycle parking spaces shall be provided in individual residential dwelling units, if they meet the following criteria:
 - a. The bicycle parking is located within 15 feet of the entrance to the dwelling unit.
 - b. The bicycle parking is located in a closet or alcove of the dwelling unit that includes a rack.
 - c. For buildings with no elevators, only ground floor units can utilize in-unit long-term bicycle parking provision.

Table 20.590.040-1. Bicycle Parking Minimums

Uses	Required Short-Term Bicycle Parking	Required Long-Term Bicycle Parking
Residential	0.05 per dwelling unit, 2 spaces minimum	1 per dwelling unit for buildings with 5 or more dwelling units
Commercial	1 per 5,000 sf of floor area, 2 spaces minimum	1 per 15,000 sf of floor area, 2 spaces minimum
Office	1 per 25,000 sf of floor area, 2 spaces minimum	1 per 5,000 sf of floor area, 2 spaces minimum

Civic/Institutional Buildings	1 per 5,000 sf of floor area, 2 spaces minimum	1 per 15,000 sf of floor area, 2 minimum
Lodging	2 spaces minimum	1 per 10 rooms, 2 spaces minimum
Parks	1 per 5,000 sf park area, 2 spaces minimum	None

2. *Additional Development Standards.* The following standards apply to sites where more than 20 long-term bicycle parking spaces are required and provided in one or more shared bicycle parking facilities outside of individual dwelling units:
 - a. *Minimum Number of Horizontal Bicycle Parking Spaces.* At least 20 percent of spaces must be in a horizontal rack, or on the lower level of a stacked bicycle parking rack.
 - b. *Parking for Larger Bicycle Spaces.* At least five percent of spaces must accommodate a larger bicycle space for cargo bikes, placed in a horizontal rack. These spaces must be a minimum of three feet (36 inches) in width, 10 feet (120 inches) long with three feet and four inches (40 inches) of height clearance.
 - c. *Electrical Outlet Requirement.* At least 20 percent of spaces must have electrical sockets within four feet of the spaces. Each electrical socket must be accessible to horizontal bicycle parking spaces.
 - d. *Signage.* Entry and directional signs shall be provided by the property owner if bicycle parking facilities are not directly visible and obvious from the public right-of-way. The signs shall be used to properly direct bicyclists from the public right-of-way to the bicycle parking facilities.
 - e. *Grade.* Bicycles should not be required to ride up and down ramps greater than 12%.

20.590.050 Design Standards

- A. *Exceptions.* The Planning Official may allow exceptions to a design standard in Section 20.590.050 without the need to obtain a variance in accordance with Section 20.290. For each standard for which an exception is sought, the applicant must demonstrate that at least one of the following criteria is met:
 1. The alternative design results in a variance of 20 percent or less to a numerical design standard and the design cannot be modified to meet the standard due to the physical characteristics of the site or existing structure(s).
 2. The alternative design better complies with the intent of the standard as described in the relevant subsection of this chapter.
- B. *Ground Floor Design, Nonresidential Uses.*
 1. *Applicability.* These standards apply to all multi-story buildings with non-residential uses on the ground floor. The following standards apply to the portions of ground floor walls of a street-facing façade that is 20 feet or closer to a street lot line or a publicly-accessible plaza.

2. *Minimum Height.*

- a. *Intent.* The intent of this standard is to promote building designs which maximize the visibility of ground floor spaces to passing pedestrians, emphasize the importance of the ground floor in providing access to services and amenities, and encourage active commercial uses on the ground floor.
- b. *Standards.*
 - i. The minimum distance from the finished floor to the bottom of the ceiling structure must be at least 12 feet.
 - ii. The area meeting this standard must be at least 25 feet deep, measured from the street-facing façade.

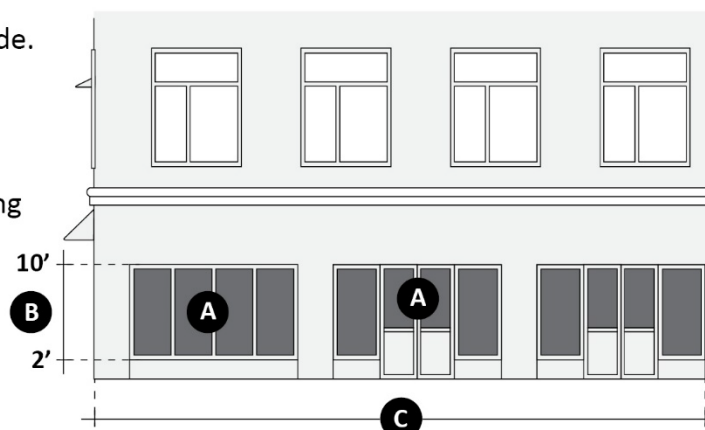
3. *Transparency.*

- a. *Intent.* The intent of this standard is to create an interesting environment for pedestrians by opening up the ground floors of buildings for views into activity and merchandise. The intent of the standard is also to support natural surveillance of public spaces.
- b. *Standards.* The ground floor wall of street-facing facades must provide at a minimum 60 percent transparency between 2 and 8 feet above sidewalk grade.
 - i. Windows and/or doors may be used to meet this standard.
 - ii. Windows shall not be mirrored or treated in such a way to block visibility into the building.
 - iii. Windows into storage areas, vehicle parking areas, mechanical and utility areas, and garbage and recycling areas do not qualify.

Figure 20.590-8. Ground Floor Transparency, Non-Residential Uses

- A** Transparent glazing area
- B** 8' transparent zone between 2' and 10' above sidewalk grade.
- C** Street-facing facade length

$$\left(\frac{A}{C \times 8} \right) > 60\% = \text{transparent glazing}$$



4. *Weather Protection.*

- a. *Intent.* The intent of this standard is to create a more comfortable experience for pedestrians on the sidewalk by providing protection from sun and rain.
- b. *Standards.* Weather protection must be provided along at least 50 percent of the street-facing façade located within 20 feet of a street property line. For the purposes of this standard, weather protection may be in the form of awnings, canopies, overhangs, or other architectural features. The weather protection must:
 - i. Project out at least 4 feet from the adjoining wall;
 - ii. The height must be between 9 and 15 feet above the grade underneath it and consistent with the provisions of VMC 20.630.030; and
 - iii. Where applicable, weather protection shall be designed to accommodate pedestrian signage (e.g., blade signs) while maintaining required vertical clearance.

B. *Ground Floor Design, Residential Uses*

- 1. *Applicability.* These standards apply to any residential dwelling unit that is located on the ground floor of a building and that is 20 feet or closer to a street lot line or a publicly accessible plaza.
- 2. *Minimum Height.*
 - a. *Intent.* The intent of this standard is to promote attractive and livable ground floor residential units and emphasize the importance of the ground floor as the architectural base of the building.
 - b. *Standard.* The minimum distance from the finished floor to the bottom of the ceiling structure must be at least 10 feet.
- 3. *Transparency.*
 - a. *Intent.* The intent of this standard is to promote attractive and livable ground floor residential units and support natural surveillance of public spaces.
 - b. *Standards* The ground floor wall of street-facing facades must provide at a minimum 25 percent transparency between 2 and 8 feet above sidewalk grade.
 - iv. Windows and/or doors may be used to meet this standard.
 - v. Windows shall not be mirrored or treated in such a way to block visibility into the building.
 - vi. Windows into storage areas, vehicle parking areas, mechanical and utility areas, and garbage and recycling areas do not qualify.
- 4. *Ground Floor Separation.*
 - a. *Intent.* The intent of this standard is to provide an interesting experience for pedestrians, define the transition between public and private space, provide spaces for residents to gather and spend time outdoors, and provide sufficient privacy for residents.

- b. *Standards.* For the purposes of this standard, separation is required between the public right of way and residential entrances. Entrances must be set back a least 5 feet from the street lot line but no more than 10 feet and have at least two of the following elements within the setback to create a sense of transition from the public space to the private dwelling space and encourage interaction between residents and passerby. In addition to any elements provided from the list below, the standards of VMC 20.95.030-2 must be met.
 - i. A low wall, railing, or fence that is a maximum of 30 inches in height and at least 75 percent transparent;
 - ii. Raised landscape planters a minimum of 18 inches in height and a maximum of 30 inches in height with a minimum horizontal depth of 2 feet that contains landscaping;
 - iii. One small canopy tree per unit;
 - iv. Individual private space of at least 48 square feet with a minimum dimension of 4 feet in width that is 20% paved and areas not paved are landscaped with a combination of shrubs, groundcover, and perennials; or
 - v. A change of grade where the door to the dwelling unit is 18 to 36 inches above the grade of the right of way. All residential development must comply with all applicable state and federal accessibility requirements.

C. *Façade Articulation.*

- 1. *Applicability.* The standard applies to the street-facing elevations of buildings more than 20 feet in height.
- 2. *Intent.* The intent of this standard is to promote visually interesting building facades by prohibiting large expanses of blank walls facing the street and requiring building facades to be divided into smaller planes.
- 3. *Standard.* Buildings must incorporate vertical and horizontal articulation and divide the vertical mass of the building into a base, middle, and top using distinct physical transitions.
 - a. Base: The ground level of the building must be articulated using at least one of the following elements:
 - i. Materials that are different than upper stories
 - ii. Awning or canopy line
 - iii. Molding, belt course or other horizontally articulated transition piece that makes ground floor distinguishable from upper floors
 - iv. Transom windows
 - b. Middle: The middle of the building must be articulated using at least one of the following elements:
 - i. Recesses or extensions a minimum depth of two feet
 - ii. Vertically oriented windows

- iii. Pilasters that project from the façade
- c. Top: The top of the building must be articulated using at least one of the following elements:
 - i. Cornice that is a minimum of eight inches tall and projects a minimum of three inches beyond the façade of the façade
 - ii. Change in material or color
 - iii. Upper-level setback
 - iv. A roof overhang that is a minimum of eight inches beyond the face of the façade
 - v. Change in roof form

D. *Materials.*

1. *Intent.* The intent of this standard is to limit the use of materials that lack surface texture and visual interest, do not promote a sense of quality and permanence, or more easily deteriorate over time.
2. *Standard.* The following building materials are prohibited on street-facing building façades and shall not collectively be used on more than 35% of any other building façade:
 - a. Vinyl PVC siding
 - b. T-111 Plywood
 - c. Exterior insulation finishing (EIFS)
 - d. Corrugated metal
 - e. Plain concrete or concrete block
 - f. Sheet pressboard

E. *Location of Utilities.*

1. *Applicability.* These standards apply to any roof-mounted mechanical equipment under two feet in height or ground level mechanical or service equipment located at grade. These standards shall not apply to any solar energy production equipment, wind energy production equipment, and/or green roof features.
2. *Intent.* The intent of this standard is to ensure that utilities and equipment are screened, integrated into building and landscape design and/or located in less prominent locations to minimize the visual impact on the pedestrian experience.
3. *Standard.* Utilities shall be located away from primary streets and pedestrian sidewalks and located on alleys or secondary streets wherever possible. Utilities shall be located below grade in vaults or inside buildings where possible. If not possible, the following standards apply:
 - a. *Ground Level:* Ground level mechanical and service equipment shall be located behind or beside buildings. Equipment must be set back a minimum of five feet from the front lot line. Ground level mechanical and service equipment, including but not limited to electric meters, gas meters, HVAC equipment, and waste receptacles, shall be screened

with landscaping or a site-obscuring fence or wall per VMC 20.970 and may not be visible from the street, ground-level private open space, or common open space.

- b. *Rooftop*: Rooftop mechanical equipment shall be set back at least 15 feet from roof edges on street-facing facades and include screening to minimize visual impact on the public right-of-way by one of the following methods:
 - i. A screen around the equipment that is made of a primary exterior finish material used on other portions of the building, wood fencing, or masonry.
 - ii. Green roof features or regularly maintained dense evergreen foliage that forms an opaque barrier when planted.

Required screening shall not be included in the building's maximum height calculation.

- c. *Venting System Locations*. Venting of air exhaust and mechanical building systems shall be away from primary streets and main pedestrian areas and shall be architecturally incorporated into buildings.
- d. *Wall-Mounted Utilities*. Utilities mounted on building walls shall not intrude on the public right-of-way space adjacent to a pedestrian path of travel, shall be set back, or have a landscape zone for a buffer.
- e. *Mechanical Vents*. Mechanical vents required on building exteriors shall be located eight feet above grade or between grade and 18 inches and shall be integrated into the facade design to minimize visual impacts.

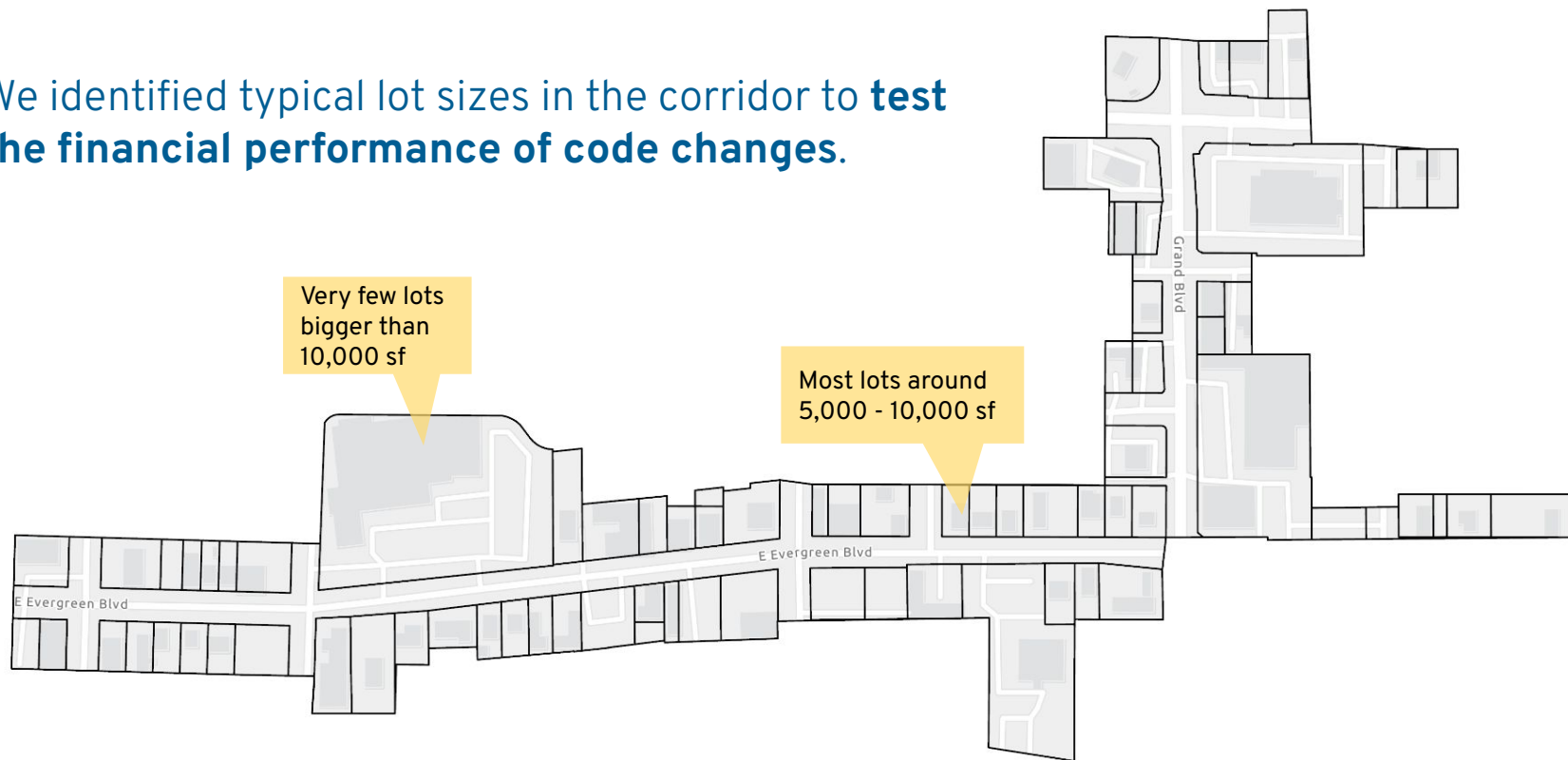
F. Fences.

- 1. *Applicability*. These standards shall be in addition to VMC 20.912 and shall supersede those standards where they conflict.
- 2. *Intent*. The intent of this standard is to limit the visual impact of taller fences and surface parking areas on the pedestrian experience and to promote natural surveillance of public spaces.
- 3. *Standard*.
 - a. Solid free-standing walls, fences, or hedges higher than 3 feet shall be prohibited between the street-facing façade of a building and a street lot line. Fences greater than 36" must be at least 75% transparent.
 - b. New barbed razor wire, electric, vinyl, or chain link fences shall be prohibited in the Overlay district.
 - c. Off-street parking areas shall be screened per VMC 20.945.040(1)(2) to a maximum height of 3 feet.

APPENDIX A
**FINANCIAL FEASIBILITY
ANALYSIS OF
CODE CONCEPTS**

LOT SIZE ANALYSIS: 5,000 AND 10,000 SF LOTS

We identified typical lot sizes in the corridor to **test the financial performance of code changes.**



TEST PROTOTYPES

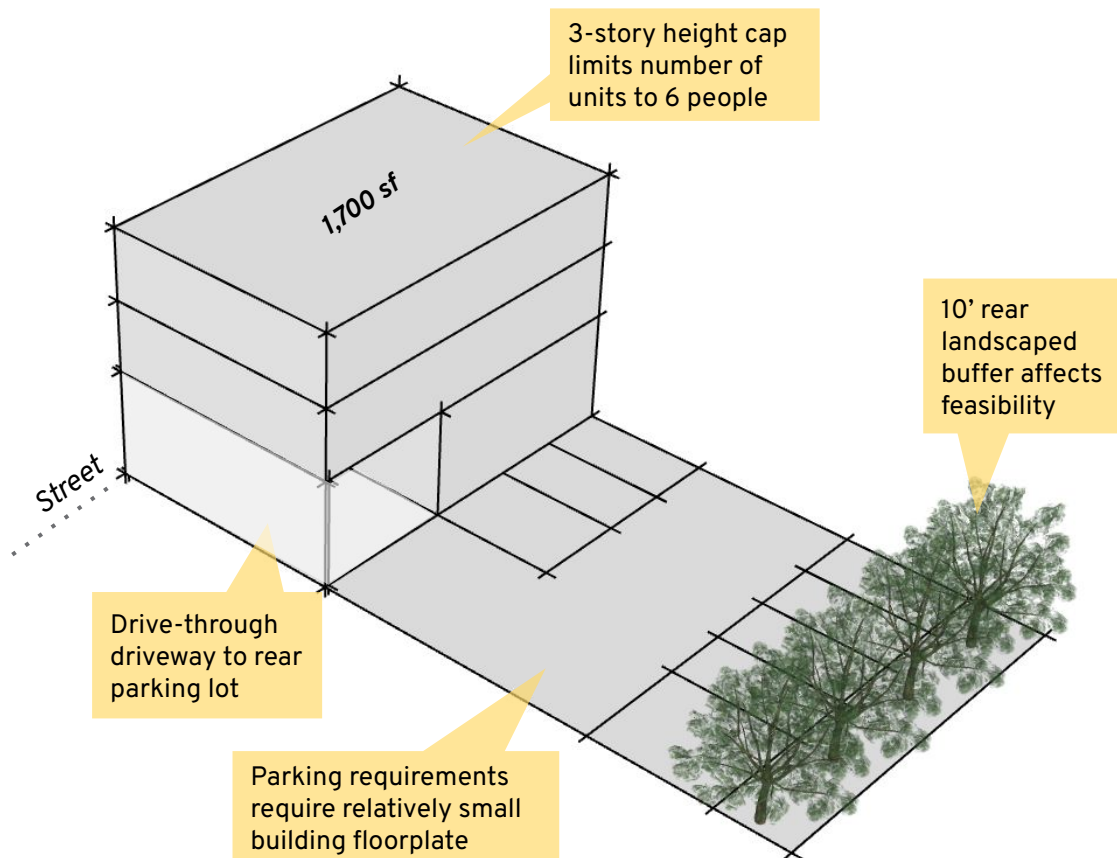
TEST NAME	LOT SIZE(S)	HEIGHT	GROUND FLOOR COMMERCIAL	PARKING RATIOS
1. Residential Small Lot (3-stories)	5,000 sf	3 stories	None	0.75 per unit
2. Mixed-Use Small Lot (3-Stories)	5,000 sf	3 stories	50% of frontage	0.75 per unit No parking for ground floor commercial spaces
3. Residential Small Lot (4-stories)	5,000 sf	4 stories	None	0.75 per unit
4. Mixed-Use Small Lot (4-stories)	5,000 sf	4 stories	50% of frontage	0.75 per unit No parking for ground floor commercial spaces
5. Residential Large Lot (5-stories)	10,000 sf	5 stories	None	0.75 per unit
6. Mixed-Use Large Lot (5-stories)	10,000 sf	5 stories	50% of frontage	0.75 per unit No parking for ground floor commercial spaces

RESIDENTIAL SMALL LOT (3-STORIES)

52 units/acre

1. Residential Small Lot

Lot Size	5,000 sf
Height	3 stories
Parking Spaces	8
# of Residential Units	6
Avg. Unit Size (sf)	600
Retail Space (sf)	-
Construction Cost	\$260/sf
Avg. Residential Rent / Unit	\$1,500/month
Retail Rent	-
Internal Rate of Return (Target 10%)	6.1%

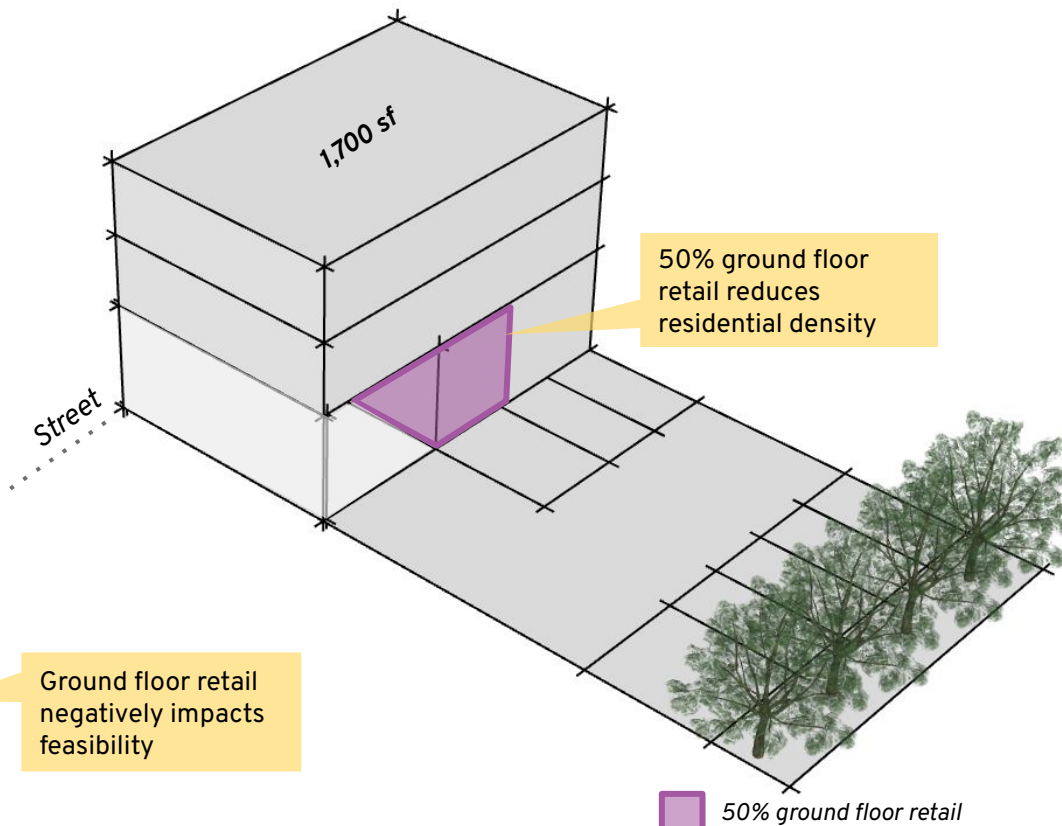


MIXED-USE SMALL LOT (3-STORIES)

44 units/acre

2. Mixed-Use Small Lot

Lot Size	5,000 sf
Height	3 stories
Parking Spaces	8
# of Residential Units	5
Avg. Unit Size (sf)	600
Retail Space (sf)	510
Construction Cost	\$260/sf
Avg. Residential Rent / Unit	\$1,500/month
Retail Rent	\$25/sf
Internal Rate of Return (Target 10%)	5.3%

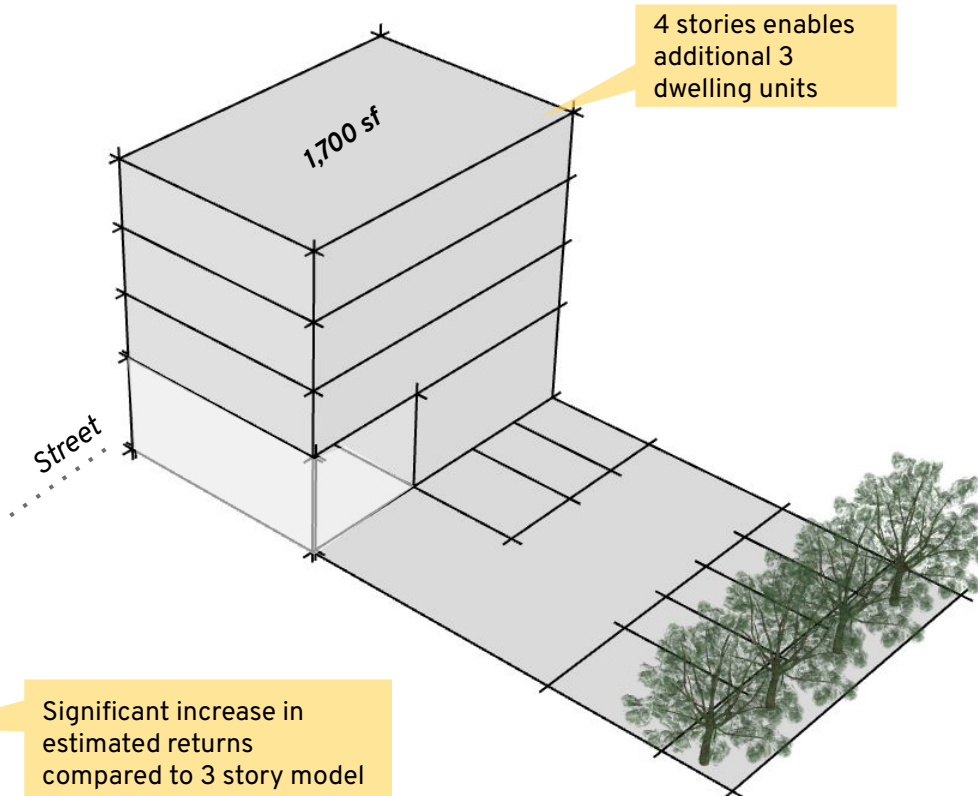


RESIDENTIAL SMALL LOT (4-STORIES)

78 units/acre

3. Residential Small Lot

Lot Size	5,000 sf
Height	4 stories
Parking Spaces	8
# of Residential Units	9
Avg. Unit Size (sf)	600
Retail Space (sf)	-
Construction Cost	\$215/sf
Avg. Residential Rent / Unit	\$1,500/month
Retail Rent	-
Internal Rate of Return (Target 10%)	7.9%

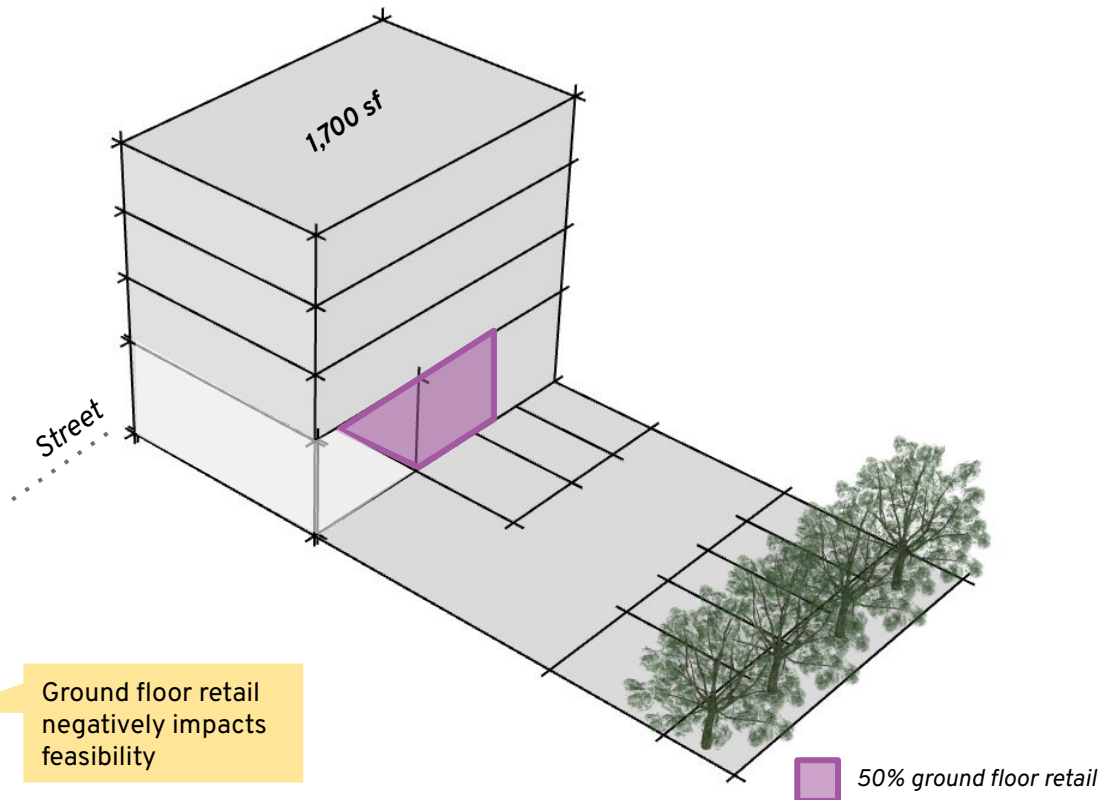


MIXED-USE SMALL LOT (4-STORIES)

70 units/acre

4. Mixed-Use Small Lot

Lot Size	5,000 sf
Height	4 stories
Parking Spaces	8
# of Residential Units	8
Avg. Unit Size (sf)	600
Retail Space (sf)	510
Construction Cost	\$260/sf
Avg. Residential Rent / Unit	\$1,500/month
Retail Rent	\$25/sf
Internal Rate of Return (Target 10%)	7.4%

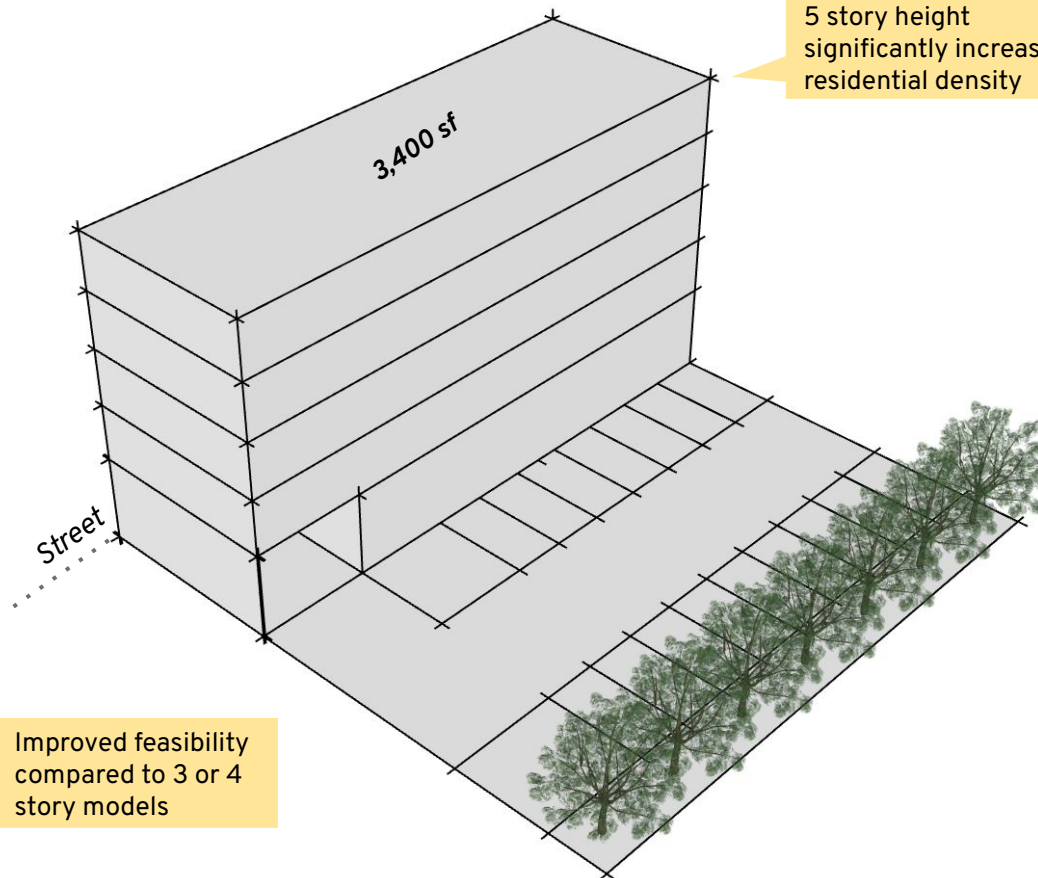


RESIDENTIAL LARGE LOT (5-STORIES)

100 units/acre

5. Residential Large Lot

Lot Size	10,000 sf
Height	5 stories
Parking Spaces	18
# of Residential Units	23
Avg. Unit Size (sf)	600
Retail Space (sf)	-
Construction Cost	\$260/sf
Avg. Residential Rent / Unit	\$1,500/month
Retail Rent	-
Internal Rate of Return (Target 10%)	8.5%

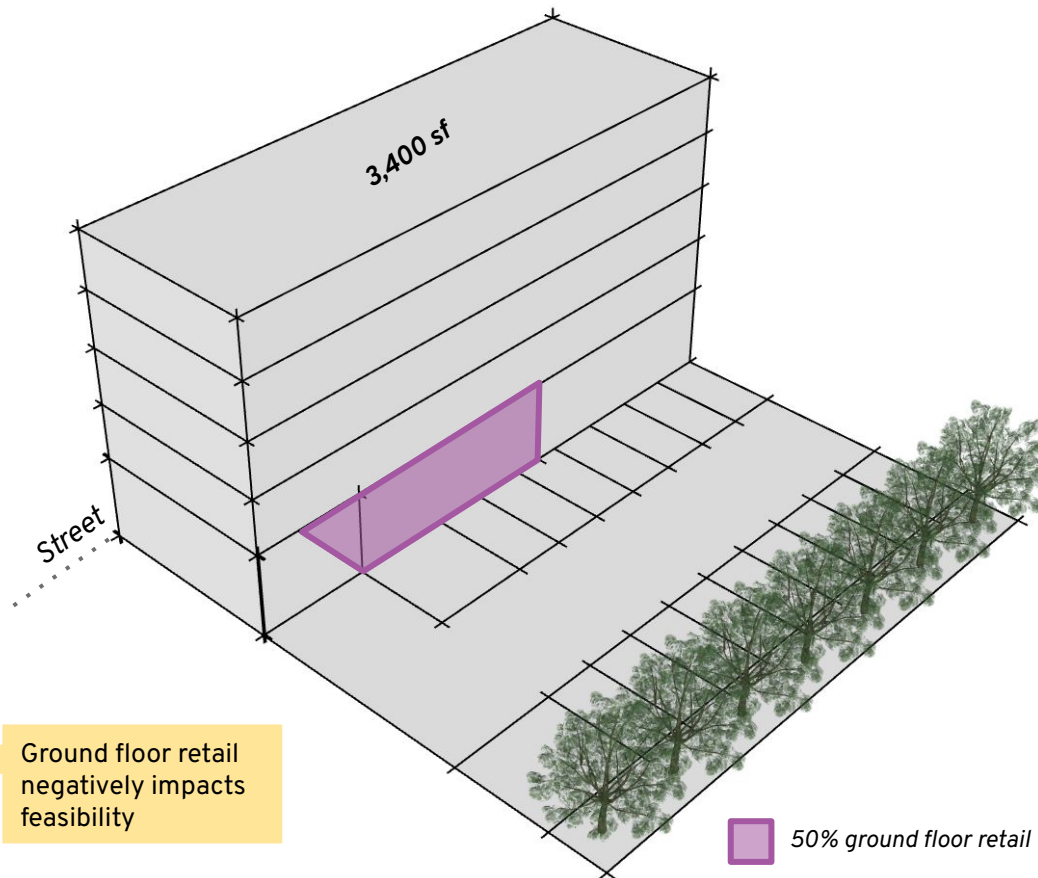


MIXED-USE LARGE LOT (5-STORIES)

91 units/acre

6. Mixed-Use Large Lot

Lot Size	10,000 sf
Height	5 stories
Parking Spaces	18
# of Residential Units	21
Avg. Unit Size (sf)	600
Retail Space (sf)	1,360
Construction Cost	\$260/sf
Avg. Residential Rent / Unit	\$1,500/month
Retail Rent	\$25/sf
Internal Rate of Return (Target 10%)	8.2%



SUMMARY OF RESULTS

SCENARIO	1. Residential Small Lot (3-Stories)	2. Mixed-Use Small Lot (3-Stories)	3. Residential Small Lot (4-Stories)	4. Mixed-Use Small Lot (4-stories)	5. Residential Large Lot (5-Stories)	6. Mixed-Use Large Lot (5-stories)
Lot Size	5,000 sf	5,000 sf	5,000 sf	5,000 sf	10,000 sf	10,000 sf
Height	3 stories	3 stories	4 stories	4 stories	5 stories	5 stories
Site Program	Pure Residential	Residential w/ 50% Ground Floor Retail	Pure Residential	Residential w/ 50% Ground Floor Retail	Pure Residential	Residential w/ 50% Ground Floor Retail
# of Residential Units	6	5	9	8	23	21
Retail Space (sf)	-	510	-	510	-	1,360
# of Parking Spaces	8	8	8	8	18	18
Internal Rate of Return (Target 10%)	6.1%	5.3%	7.9%	7.4%	8.5%	8.2%

PRO FORMA TESTING | IMPLICATIONS

- **Height increase from 3 to 4 stories has a significant positive impact on development feasibility.** The impact of increasing to 5 stories is also positive but not as significant as the increase from 3 to 4 stories. This is partly explained by the small lots on the corridor: height is more important for maximizing density on small, constrained lots.
- **All-residential buildings performed better than mixed use buildings.** Retail spaces are not as productive because rents are lower on a per square foot basis than residential units. However, the negative impact on feasibility is limited because only 50% of the ground floor is required to be commercial space. On sites larger than 10,000 square feet (not modeled here) it is not clear that overall demand for retail will support filling those spaces at the rents modeled here. Lowered rents in this situation would further erode feasibility.
- **Reduced parking standards proposed in the Corridor Strategy were critical to feasibility on smaller lots.** If current Title 20 parking standards for commercial spaces were required then many of these models would be physically impractical to build.
- **Further parking reductions may result in more projects being economically feasible.** If the residential parking standards were reduced to 0.5 spaces per unit or lower, it may stimulate more infill development in the corridor than if the current ratio of 0.75 spaces per unit were maintained. However, it is unclear if the current parking standards are binding; developers may continue to provide parking at a higher ratio than 0.5 if they are concerned about marketability.
- **The 10' rear landscaped buffer negatively impacts feasibility on smaller lots.** Allowing parking spaces, but not buildings, in this buffer area would have a meaningful impact on achievable densities on small lots.



MEMORANDUM

TO: Becky Coutinho, Bryan Snodgrass, Mark Person
FROM: Jamin Kimmell, Pauline Ruegg, Paul Runge
DATE: June 1, 2023
PROJECT: City of Vancouver: Evergreen-Grand Commercial Corridor Code Update & Implementation Plan
RE: **Overview of the Evergreen-Grand Corridor Implementation Plan**

Executive Summary

The Evergreen-Grand Corridor Implementation Plan (the Plan) recommends City actions to take alongside zoning changes to support the intent of the Evergreen-Grand Corridor Strategy. The Plan contains four sections, each pertaining to a different action area: Housing and Economic Development, Urban Design, Mobility, and Parking. The bullets below offer a high-level summary of the core approaches recommended for each section.

Housing and Economic Development

- Support the creation and operation of a Business District Organization that can take targeted action to improve economic conditions along the corridor
- Leverage existing funding streams and programs to support the corridor's economic activity and development

Urban Design

- Find partners, funding, and champions for small-scale physical improvements to the corridors as well as programming that activates the corridor as a gathering space
- Create and reinforce a corridor identity through collective branding and brand-aligned improvements to the urban fabric.

Mobility

- Leverage ongoing infrastructure investments in the area to make incremental improvements to the corridors' connectivity and function
- Invest in targeted safety and traffic calming improvements

Parking

- Study on-street parking inventory, utilization, and expansion opportunities
- Support non-car transportation modes to reduce demand for car parking

Understanding The Implementation Plan

Purpose

The purpose of the implementation plan is to:

- Augment forthcoming development code updates with a set of parallel, complementary actions and programs
- Prioritize actions to aid the City in determining the sequence of implementation
- Clearly delineate roles, steps to completion, and the level of effort and resources necessary to outline the way forward

Together with the LUC updates, the Plan should set the City on an achievable and thoughtful course toward a more vibrant Evergreen and Grand corridor.

Structure

The implementation plan is organized into four sections, each with a high-level goal:

1. **Housing and Economic Development:** Provide ample opportunities for small-scale, locally owned businesses to thrive, while maintaining livability for current and future residents.
2. **Urban Design:** Create public and private spaces that are inclusive, integrated, and contribute positively to the livability of the corridor.
3. **Mobility:** Establish a balanced, multi-modal network of motor vehicle, transit, walking, and biking routes through the corridor.
4. **Parking:** Provide adequate parking to serve existing uses and future development.

Each goal is broken down into corresponding subgoals and actions. Each subgoal and action has a text description as well as additional space for the City to clarify key

implementation details: the lead department responsible, key partners, the resources and processes needed, and the level of urgency or time priority. These goals stem directly from the Evergreen Corridor Strategy adopted by the City in 2022 and reflect the City and community input solicited through extensive community engagement.

As a comprehensive matrix, the Plan will help guide the City and map a comprehensive course of action to implement the Evergreen Corridor Strategy. The detailed strategies around delegating responsibilities, identifying contingencies, and triaging actions based on priority and resource-intensiveness position the City to act quickly and effectively. The City will be poised to act quickly on top priorities, as well as low-hanging fruit, supporting LUC amendments with complementary policies and programs that demonstrate the City's full commitment to the Evergreen Grand Corridor Vision.

		SOURCE	LEAD	PARTNERS	Scope for Strategy			Funding		Timing				Priority
					Time Commitment	Public Engagement	Requires Council Consideration	Staffing/FTE Needs	Upfront Costs, Ongoing Costs, or Both	Immediate Term (Coming Year)	Short-Term (1-3 Years)	Long-Term (3+ Years)	Ongoing	* = Priority
HOUSING & ECONOMIC DEVELOPMENT Provide ample opportunities for small-scale, locally-owned businesses to thrive, and maintain livability for current and future residents														
Economic Development 1: Foster a unique and attractive corridor identity														
ED 1.1	Provide seed support for a locally based, self created neighborhood Business District Organization (or a less legally formal non-profit business association) that can meet the shared needs of new and future businesses through coordinated networking, marketing, promotions, special events, beautification, and advocacy. <i>First steps: Meet with Fourth Plain Forward to learn about its founding and how its first leader was selected or identified. Network with Corridor Strategy engagement participants as well as local businesses and non-profits to identify leads for who might assist with the endeavor. Consider expanding the district's geographic area beyond the Evergreen-Grand corridor itself to encompass adjacent businesses and home-based businesses.</i>	Commerical Corridor Strategy	Economic Prosperity and Housing Department	Communications, Office of Neighborhoods							X			★
ED 1.2	Provide staff and resource support to the Business District Organization so it can develop into a fully fledged, self-sustaining, and independent organization. <i>First step: Explore whether a Business District Organization might be eligible for CDBG funds administered by the City to organizations like Fourth Plain Forward, as well as what other funds might be accessible. For example, donations from businesses to Main Street Organizations seem to be eligible for significant tax credits, offsetting the value of the donation. And Business Improvement Districts seem to be able to create a special assessment within a restricted geography, raising money for programs and services.</i>		Economic Prosperity and Housing Department	Communications, Office of Neighborhoods, Business District Organization								X		★
ED 1.3	Support the Business District Organization as it establishes a brand identity for the corridor and launches an initial marketing campaign (e.g. launching a website, attracting journalistic and social media coverage), providing staff, resources, and connections as needed.	Commerical Corridor Strategy	Economic Prosperity and Housing Department	Communications, Office of Neighborhoods, Business District Organization								X		
ED 1.4	Establish a placemaking program along Grand Boulevard and in the BRT Hub, using signage and tactical urbanism (see Urban Design 1.2) to affordably communicate the place's new identity and support.		Economic Prosperity and Housing Department	Communications, Office of Neighborhoods, Business District Organization				Lodging tax grant				X		
ED 1.5	Support the establishment of a storefront improvement program, based on prior programs, in partnership with the Business District Organization to promote corridor identity and attractiveness of existing business spaces	Reside Vancouver + Vancouver Culture, Arts, & Heritage Plan	Economic Prosperity and Housing Department	Business District Organization						X				
ED 1.6	Periodically convene a meeting between a liaison from the local Hudson's Bay and Edgewood Park Neighborhood Associations and Business District Organization to coordinate on corridor improvements and programming.	Hudson's Bay Neighborhood Action Plan (ED Action Item 1.4)	Office of Neighborhoods	Hudson's Bay and Edgewood Park NAs, Business District Organization								X		
ED 1.7	Provide technical assistance and seed funding to designate a non-profit in pursuit of a state Main Street designation that will support the vision for the corridor's identity and economic development		Economic Prosperity and Housing Department	Business District Organization						X				
Economic Development 2: Establish a business-friendly climate that supports a diversity of neighborhood-serving businesses														
ED 2.1	Evaluate existing federal, state, and local grants and incentives (e.g. Opportunity Zone designation, City's Pre-Lease and Adaptive Reuse programs) that would support corridor businesses or real-estate development. Promote incentives to ensure existing businesses are aware of these opportunities.		Economic Prosperity and Housing Department									X		★
ED 2.2	Promote the Public Works' Street Eats program and the use of other relevant programs and incentives along the corridor.	Corridor Strategy	Public Works	Community Development Department						X				★
ED 2.3	Identify if any sites on the corridor would require environmental remediation (brownfields), then leverage environmental remediation funding opportunities as an incentive to develop eligible sites	Corridor Strategy	Economic Prosperity and Housing Department	Business District Organization		Property Owners	No	Existing grant funds		X				★
ED 2.4	Meet with a representative from the Greater Vancouver Chamber of Commerce's to explore the possibility of greater partnership, such as creating an Evergreen-Grand business cohort to participate in GVCOC's business workshops, coaching, and consultation.		Economic Prosperity and Housing Department	Greater Vancouver Chamber of Commerce						X				
ED 2.5	Explore opportunities for outdoor local markets, sellers, and microbusinesses (e.g. farmers market, art fair), such as by connecting with representatives from Micro-Enterprise Services of Oregon (MESO) and the Vancouver Farmers Market to better understand potential scale, scope, City role, and first steps.	Reside Vancouver + Vancouver Culture, Arts, & Heritage Plan	Economic Prosperity and Housing Department	Vancouver Farmers Market, Micro-Enterprise Services of Oregon								X		
ED 2.6	Support evidence-based approaches to enhancing community safety along the corridor, including by coordinating between the Vancouver Police Department, Business District Organization, and other relevant City staff and community stakeholders.		Economic Prosperity and Housing Department	Business District Organization, Vancouver Police Department								X		
Housing 1: Maintain economic diversity and housing affordability, especially for low- and moderate-income households														
Housing 1.1	Extend the Multi-Family Tax Exemption (MFTE) program calibrated to implement the vision and goals for the corridor and consider adding workforce housing	Corridor Strategy	Economic Prosperity and Housing Department	Community Development Department		BeHeard	Yes			X				★
Housing 1.2	Access Vancouver Affordable Housing Levy funds, recently reapproved by voters, to support the creation or preservation of affordable housing in the neighborhood.	Cascadia Partners	Economic Prosperity and Housing Department	Community Development Department, Local Affordable Housing Providers									X	
Housing 1.3	Contact the Vancouver Housing Authority for a copy of the displacement risk assessment they commissioned in 2023 and use it to inform the City's understanding of the local risk factors. Similarly, review "Reside Vancouver: An Anti-Displacement Plan" produced by a PSU Masters of Urban Planning student group for the City in 2019 as well as recent academic literature on the highly nuanced connections between development, investment, and displacement.	Cascadia Partners	Economic Prosperity and Housing Department	Vancouver Housing Authority							X			★
Housing 1.4	Identify opportunities to support houseless communities	Corridor Strategy	Economic Prosperity and Housing Department							X				

[illegible]

PARKING Support adequate parking to serve existing uses and future development.														
Parking 1: Evaluate and manage vehicular parking impacts to local residents														
Parking 1.1	Conduct parking study to inventory all on-street parking available and current utilization rate	Cascadia Partners	Economic Prosperity and Housing Department								X			*
Parking 1.2	Create a parking mitigation plan once parking occupancy exceeds 85% on adjacent residential streets, as found through a parking study.	Corridor Strategy	Economic Prosperity and Housing Department									X		
Parking 1.3	Explore the possibility of a parking benefit district with permitted parking for residents to address concerns related to spillover parking	Cascadia Partners	Economic Prosperity and Housing Department										X	
Parking 1.4	Apply the Vancouver Curb Policy to the corridor	Curb Policy Document	Economic Prosperity and Housing Department										X	
Parking 2: Support climate and parking goals by increasing micromobility, shared parking options, and EV														
Parking 2.1	Advance availability of short-term bike parking amenities by identifying suitable right of way sections on or near residential and commercial sites; support implementation of new parking stations.	TSP	Public works										X	
Parking 2.2	Support the Vancouver Climate Strategy by setting evidence-based EV charging station targets in the corridor and participating in any citywide code updates related to EV charging	Climate Strategy TLU-3 (19)	Economic Prosperity and Housing Department	Community Development Department, Private Developers						Federal grant money				X *



Staff Report: 140-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/17/2023

SUBJECT Award of contract for the purchase of City Apparel RFP 11-23

Key Points

- The City's apparel contract with MPGTandem was canceled on March 20, 2023, and a new replacement contract is needed.
- City staff determined that it's in the best interest to combine multiple department's needs into one solicitation but with a potential of multiple awards based on the lowest most responsive bid.
- Having our own apparel contract with a vendor that carries the specific and varied apparel needs of the departments creates more efficiency in the apparel procurement process and affords the City benefits from contract pricing.

Present Situation

On May 3, 2023, the City received 4 proposals for evaluation. After an evaluation of the proposals by a team made up of representatives from across the City, it was determined that Esix Sportswear was the highest scoring firm.

The contract duration will be for five (5) years. It is anticipated that over the next 5 years, the City will spend more than \$300,000 for department apparel needs, which is above the threshold requiring Council approval.

Advantage(s)

Having our apparel contract with a vendor that carries the specific and varied apparel needs of the City departments creates more efficiency in our apparel procurement process and afford the City benefits from contract pricing.

Disadvantage(s)

None

Budget Impact

There is no budget impact. Purchases will be made from existing budget appropriations.

Prior Council Review

Prior contract with MPGTandem was approved on January 12, 2021 with Staff Report 010-21. This contract was canceled on March 20, 2023.

Action Requested

Authorize the City Manager, or their designee, to award the apparel contract and approve purchases by City departments to the most responsive bidder, Esix Sportswear. Contract will be for all schedules, A – D.

Anna Vogel, Procurement Manager, 360-487-8429

ATTACHMENTS:

- ▯ RFP 11-23 City Apparel Contract



**CITY OF VANCOUVER
PURCHASE AGREEMENT # 11-23
City Apparel**

This agreement for the purchase of commodities (hereinafter referred to as the "Agreement") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington, WA (hereinafter referred to as the "City") and Esix Sportswear (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the "parties" or individually as a "party".

WHEREAS, the City desires to engage the Contractor to provide the commodities requested as described in this Agreement; and

WHEREAS, the City advertised and issued Request for Proposals, numbered 11-23 (hereinafter referred to as the "solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor be capable of providing the required commodities; and

WHEREAS, the Contractor represents by entering into this Agreement that it is fully qualified to provide the commodities described herein and warranties and guarantees to the full satisfaction of the City.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

- 1. STATEMENT OF WORK:** The Contractor agrees to provide the City all materials set forth in the scope of work described below, and as further described in the City's solicitation, and the Contractor's responsive proposal to the City's solicitation, (collectively referred to herein as the "work") which are each incorporated herein by this reference, and made a part of this Agreement as if fully set forth herein.

The supplier agrees to provide the following items listed under each schedule respectively, as specified.

Schedule A: T-shirts

Schedule B: Sweatshirts

Schedule C: Outerwear

Schedule D: Polo and Button-Down Shirts

Schedule E: Swimwear

Schedule F: Miscellaneous Apparel

2. **TERM OF AGREEMENT:** This is a five (5) year agreement from the Agreement effective date, with no option to extend. The maximum term for this Agreement is five (5) years.
3. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; the Contractor's responsive proposal to the City's solicitation and the City's solicitation.
4. **GENERAL REQUIREMENTS:** The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Vancouver City Charter, the Vancouver Municipal Code (VMC), and ordinance of the City of Vancouver; and rules, regulations, orders, and directives of their respective administrative agencies and officers.
5. **ORDERS:** Purchases will be authorized via valid Purchase Orders or online orders paid with a City issued Purchasing Card (P-Card). Purchases shall correspond with the Purchase Order or online order; any unauthorized advance or excess order is returnable at Contractor's expense.
6. **ORDER QUANTITY:** This is an as-needed Agreement; orders will be placed with Contractor via signed Purchase Orders on an as-needed basis. The City is not obligated to any minimum or maximum quantities under this Agreement.
7. **PRICES:** The applicable prices are set forth herein and must be valid for one year from the effective date of this Agreement. Price adjustments may be requested for consideration each year thereafter; the City, at its sole discretion, may approve that request. Request for price increases shall be supported by the applicable Producer Price Index for the Seattle-Tacoma-Bremerton area for the immediate, previous four (4) quarters.
8. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.
9. **SCHEDULE:** Unless the City requests a change in schedule, the Contractor shall deliver the required commodities and any associated services by the "Delivery Date" stated on the signed purchase order.

In the event that the equipment and related services are not provided and/or delivered in the timelines specified in the Purchase Order, the City reserves the right to reject the product and

service and cancel the Purchase Order in its entirety. The City shall bear zero expense due to this breach.

- 10. DELIVERY:** All costs referenced must be F.O.B. Vancouver, Washington, Prepaid and Allowed (freight included in the unit cost), prepaid with all transportation and handling charges paid by the Contractor. Responsibility and risk of loss or damage shall remain with the Contractor until final inspection and acceptance when responsibility shall pass to the City except as to latent defects, fraud, and the Contractor's warranty obligations.
- 11. PAYMENT:** Invoices will be paid at net thirty (30) days after the City's receipt and acceptance of the completed apparatus and associated services, provided that all appropriate information has been listed on the invoice and necessary forms have been submitted. Payment periods may be computed from either the date of delivery of all materials ordered, the completion of all services, or the date of receipt of a correct invoice, or the date the invoice is received in the Accounts Payable department, whichever date is later. No payment shall be due prior to the City's receipt and acceptance of the materials identified in the invoice thereof.
- 12. TAXES:** The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Agreement; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Agreement, provided, however, that any taxes that apply directly to the sale, such as a state or local sales tax, shall be added to the purchase price set forth in the Purchase Order.
- 13. ADJUSTMENTS:** The City at any time may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Contractor may accommodate without substantial additional expense to the City.
- 14. ASSIGNMENT:** This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party.
- 15. WAIVER:** The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.
- 16. RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.
- 17. 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 Agreement, 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, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of Contractor.

- 18. PROPRIETARY AND CONFIDENTIAL INFORMATION:** The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the CONTRACTOR to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for information that CONTRACTOR has marked as “Proprietary and Confidential,” the City shall notify the CONTRACTOR of such request and withhold disclosure of such information for not less than FIVE (5) business days, to permit the CONTRACTOR to seek judicial protection of such information, provided that the CONTRACTOR shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.
- 19. WARRANTIES:** All products and related services, except as specified below, shall be warranted against faulty workmanship and materials by the Contractor for a minimum period of one (1) year from the date of acceptance by the City. Warranty shall include all costs incurred for repair or replacement except that which is damaged by misuse or abuse. This one (1) year warranty shall in no way affect normal extended or manufacturer’s warranty exceeding this one (1) year period. Contractor warrants that all goods and services furnished under this Agreement are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, comply with all applicable safety and health standards established for such products, all goods are properly packaged, and all appropriate instructions or warnings are supplied. All implied and expressed warranty provisions of the Uniform Commercial Code are incorporated into this Agreement.
- 20. TERMINATION FOR CONVENIENCE:** The City may terminate this contract for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon “notice of termination” given by the City.
- 21. TERMINATION FOR CAUSE:** In the event the Supplier is, or has been, in violation of the terms of this Contract, including the Invitation to Bid, the Owner reserves the right, upon written notice to the Supplier, 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 Supplier setting forth the manner in which the Supplier is in default. The Supplier will be paid only the contract price for goods rendered in accordance with the manner of performance set forth in the Contract.

If it is later determined by the Owner that the Supplier 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

Supplier, the City after setting up a new delivery or performance schedule, may allow the Supplier to continue work or treat the termination as a termination for convenience.

- 22. OPPORTUNITY TO CURE:** The Owner at its sole discretion may in lieu of a termination allow the Supplier to cure the defect(s), by providing a “Notice to Cure” to Supplier setting forth the remedies sought by Owner and the deadline to accomplish the remedies. If the Supplier fails to remedy to the Owner’s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the Owner shall have the right to terminate the Contract without any further obligation to the Supplier. Any such termination for default shall not in any way operate to preclude the Owner from also pursuing all available remedies against the Supplier and it’s sureties for said breach or default, including but not limited to termination of this Contract for convenience.
- 23. EVALUATION AND COMPLIANCE WITH THE LAW:** The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.
- 24. CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor, at no expense to the City, shall be responsible to obtain all necessary licenses, permits, and similar legal authorizations required to perform the work associated with this Agreement. The Contractor will be required to hold a city business license if working within Vancouver city limits. The Contractor shall apply for city license via the State of Washington Department of Revenue (DOR), Business Licensing Service (BLS), at: <https://secure.dor.wa.gov/>. For application assistance, contact DOR BLS at 360-705-6741. For more information about city business license regulations and fees, see: www.cityofvancouver.us/businesslicense or call 360-487-8410 option 3.
- 25. LIABILITY AND HOLD HARMLESS:** Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers’ compensation statute, Title 51 RCW, except to the extent that such liability arises from the 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. Contractor specifically acknowledges 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. Contractor is an independent contractor and responsible for the safety of its employees.

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

All liability insurance required herein shall be under a Comprehensive or Commercial General Liability and business policies.

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	
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	\$1,000,000
VI. Cyber Liability	
<i>Policy shall include coverage against claims involving privacy violations, data breach, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, and alteration of electronic information, extortion and network security.</i>	<i>\$2,000,000</i>

In addition to the coverage and limits listed above the Contractor's insurance must all contain the following:

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as

broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

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

All policies shall be issued by an insurance company licensed to do business in the State of Washington. The City of Vancouver may inspect all policies and copies shall be provided to the City upon request.

27. NOTICES: All notices which are given or required to be given pursuant to this Agreement shall be hand delivered, mailed postage paid, or sent by electronic mail as follows:

For the City:
Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995
Email: anna.vogel@cityofvancouver.us

For the Contractor:
Raymond Hokanson
Esix Sportswear
2800 W Division # FZ
Arlington TX, 76012
Email: Sales@esixsportswear.com

Either party may change the designated contact or any information listed above by giving advance notice in writing to the other party.

28. AMENDMENTS: All changes to this Agreement, including changes to the statement of work and compensation sections, must be made by written amendment and signed by all parties to this Agreement.

- 29. SCOPE OF AGREEMENT:** This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.
- 30. RATIFICATION:** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.
- 31. GOVERNING LAW/VENUE:** This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.
- 32. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City 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.
- 33. DEBARMENT:** The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.
- 34. NONDISCRIMINATION:** During the term of this Contract, the Supplier agrees as follows: The Supplier will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Supplier will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 35. BINDING EFFECT:** The provisions, covenants, and conditions in this Agreement apply to bind the parties, their legal heirs, representatives, successors, and assigns.
- 36. REMEDIES CUMULATIVE:** Remedies under this Agreement are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

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

The undersigned, as the authorized representatives of the City and Contractor respectively, agree to all of the terms and conditions contained in this Agreement, as of the dates set forth below.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Esix Sportswear

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

SCHEDULE A: T-shirts

Item No.	Estimated Quantity	Item Description	Unit Cost	Total Cost
1.	32 EA	Tall Sized T-Shirts, Port & Company PC61T, Heavyweight, 100% cotton 6.1 ounce, . Screen printed with City logo. Colors: All available colors Size: 2XLT	\$13.50	\$ 432.00
2.	26 EA	Tall Sized T-Shirts, Port & Company PC61T, Heavyweight, 100% cotton 6.1 ounce. Screen printed with City logo. Colors: All available colors Size: 3XLT	\$15.00	\$ 390.00
3.	50 EA	Tall Sized Long Sleeved T-Shirts, Port & Company PC61LST, Heavyweight, 100% cotton6.1-ounce, Screen printed City logo. Colors: All available colors Size: LT-2XLT	\$16.50	\$ 825.00
4.	50 EA	Tall Sized Long Sleeved T-Shirts, Port & Company PC61LST, Heavyweight, 100% cotton6.1-ounce, Screen printed City logo. Colors: All available colors Size: 3XLT/4XLT	\$17.50	\$ 875.00
5.	750 EA	T-Shirt, Gildan 2000, Heavyweight preshrunk, 6.1 ounce. Screen printed with City logo. Colors: All available colors Size: S-XL	\$5.50	\$ 4,125.00
6.	11 EA	T-Shirt, Gildan 2000, Heavyweight preshrunk, 6.1 ounce. Screen printed with City logo. Colors: All available colors Size: 2XL	\$7.50	\$ 82.50
7.	6 EA	T-Shirt, Gildan 2000, Heavyweight preshrunk, 6.1 ounce. Screen printed with City logo. Colors: All available colors Size: 3XL	\$8.50	\$ 51.00
8.	500 EA	Adult T-shirts. Gildan 2000, 100% preshrunk cotton. Screen printed with logos up to 5 different colors per shirt with a different single color of ink. Logo & Graphics come in different sizes; some camera ready by the company. Printing can be on front and back. All available colors: Sizes: S-XL	\$6.50	\$ 3,250.00
9.	16 EA	Adult T-shirts. Gildan 2000, 100% preshrunk cotton, . Screen printed with logos up to 5 different colors per shirt with a different single color of ink. Logo & Graphics come in different sizes; some camera ready by the company. Printing can be on front and back. All available colors: Size: 2XL	\$8.50	\$ 136.00

Item No.	Estimate Quality	Item Description	Unit Costs	Total Costs
10.	1 EA	Adult T-shirts. Gildan 2000, 100% preshrunk cotton. Screen printed with logos up to 5 different colors per shirt with a different single color of ink. Logo & Graphics come in different sizes; some camera ready by the company. Printing can be on front and back. All available colors: Size: 3XL	\$9.50	\$ 9.50
11.	335 EA	Aquatic T-shirts. Gilden 2000, 100% preshrunk cotton, . Screen printed with one color VCP & R pocket logo and one color "GUARD" lettering on the back and Ellis logo just below it and on the right sleeve. Logo & Graphics come in different sizes; some camera ready by the company. Printing can be on front and back. Color: Red Sizes: S-XL	\$8.25	\$ 2,763.75
12.	1 EA	Aquatic T-shirts. Gilden 2000, 100% preshrunk cotton. Screen printed with one color VCP & R pocket logo and one color "GUARD" lettering on the back and Ellis logo just below it and on the right sleeve. Logo & Graphics come in different sizes; some camera ready by the company. Printing can be on front and back. Color: Red Size: 2XL	\$10.25	\$ 10.25
13.	1 EA	Aquatic T-shirts. Gilden 2000, 100% preshrunk cotton. Screen printed with one color VCP & R pocket logo and one color "GUARD" lettering on the back and Ellis logo just below it and on the right sleeve. Logo & Graphics come in different sizes; some camera ready by the company. Printing can be on front and back. Color: Red Size: 3XL	\$11.25	\$ 11.25
14.	70 EA	T-Shirts, Heavyweight 6.1 oz. Port Authority PC61, . Screen-printed with City logo. All colors available. Sizes: S-XL	\$7.00	\$ 490.00
15.	1 EA	T-Shirts, Heavyweight 6.1 oz. Port Authority PC61, . Screen-printed with City logo. All available colors Size: 2XL	\$9.00	\$ 9.00
16.	1 EA	T-Shirts, Heavyweight 6.1 oz. Port Authority PC61, . Screen-printed with City logo. All available colors Size: 3XL	\$10.00	\$ 10.00

Item No.	Estimated Quantity	Item Description	Unit Cost	Total Cost
17.	3 EA	T-Shirts, Heavyweight 6.1 oz. Port Authority PC61P. Screen-printed with City logo. All available colors Sizes: S-XL	\$ 11.25	\$ 33.75
18.	2 EA	T-Shirts, Heavyweight 6.1 oz. Port Authority PC61P. Screen-printed with City logo. All available colors Size: 2XL	\$ 13.25	\$ 26.50
19.	40 EA	Long Sleeve T-Shirt, 6.1 oz., Gildan G2400. Screen-printed with City logo. All colors available. Sizes: S-XL	\$ 11.50	\$ 460.00
20.	1 EA	Long Sleeve T-Shirt, 6.1 oz., Gildan G2400. Screen-printed with City logo. All colors available. Size: 2XL	\$ 13.50	\$ 13.50
21.	1 EA	Long Sleeve T-Shirt, 6.1 oz., Gildan G2400. Screen-printed with City logo. All colors available. Size: 3XL	\$ 14.50	\$ 14.50
22.	12 EA	Performance T-Shirt, Sport-Tek, ST700. Screen-printed with City logo. All colors available. Sizes: S-XL	\$ 15.00	\$ 180.00
23.	3 EA	Performance T-Shirt, Sport-Tek, ST700. Screen-printed with City logo. All colors available. Size: 2XL	\$ 17.00	\$ 51.00
24.	10 EA	Performance T-Shirt, Long Sleeve, Sport-Tek, ST700LS. Screen-printed with City logo. All colors available. Sizes: S-XL	\$ 17.00	\$ 170.00
25.	1 EA	Performance T-Shirt, Long Sleeve, Sport-Tek, ST700LS. Screen-printed with City logo. All colors available. Size: 2XL	\$ 19.00	\$ 19.00
26.	10 EA	Dri-Mesh T-Shirt, Sport-Tek, K468. Screen-printed with City logo. All colors available. Sizes: S-XL	\$ 11.50	\$ 115.00
27.	2 EA	Dri-Mesh T-Shirt, Sport-Tek, K468. Screen-printed with City logo. All colors available. Size: 2XL	\$ 13.50	\$ 27.00
28.	10 EA	Dri-Mesh T-Shirt, Long Sleeve, Sport-Tek, K368. Screen-printed with City logo. All colors available. Sizes S-XL	\$ 13.00	\$ 130.00
29.	2 EA	Dri-Mesh T-Shirt, Long Sleeve, Sport-Tek, K368. Screen-printed with City logo. All colors available Size: 2XL	\$ 15.00	\$ 30.00

Item No.	Estimate Quality	Item Description	Unit Costs	Total Costs
30.	6600 EA	Youth T-shirts. Gildan 2000B, 100% preshrunk cotton, . Screen printed with logos, single color per shirt with a different single color of ink. Logo & Graphics come in different sizes; some camera ready by the company, printing can be on the front and back. All colors available Sizes: S-XL	\$ 4.85	\$ 3,2010.00
31.	800 EA	Youth T-shirts. Gildan 2000B, 100% preshrunk cotton. One color (varies from year to year) Screen printed with logos with up to 5 different colors per shirt. Logo & Graphics come in different sizes; some camera ready by the company. Printing can be on front and back. All colors available: Sizes: S-XL	\$ 5.00	\$ 4,000.00
32.	650 EA	Staff T-shirts. Fruit of the Loom #3930, Heavy 100% preshrunk cotton. Screen print with 1 color “VCP&R” pocket logo on the front and “STAFF” with VCP&R wording on the back. All available colors: Sizes S-XL	\$ 7.00	\$ 4550.00
33.	16 EA	Staff T-shirts. Fruit of the Loom #3930, Heavy 100% preshrunk cotton. Screen print with 1 color “VCP&R” pocket logo on the front and “STAFF” with VCP&R wording on the back. All available colors Size: 2XL	\$ 9.00	\$ 144.00
34.	1 EA	Staff T-shirts. Fruit of the Loom #3930, Heavy 100% preshrunk cotton. Screen print with 1 color “VCP&R” pocket logo on the front and “STAFF” with VCP&R wording on the back. All available colors: Size: 3XL	\$ 10.00	\$ 10.00
35.	150 EA	Tank tops, Port & Company PC54T. Screen print with VCP & R logo on front and “INSTRUCTOR” or “GUARD” + Ellis logo at the back. All available colors: Size: S-XL	\$ 9.50	\$ 1,425.00
36.	1 EA	Tank tops, Port & Company PC54T. Screen print with VCP & R logo on front and “INSTRUCTOR” or “GUARD” + Ellis logo at the back. All available colors: Size: 2XL	\$ 11.50	\$ 11.50
37.	1 EA	Tank tops, Port & Company PC54T. Screen print with VCP & R logo on front and “INSTRUCTOR” or “GUARD” + Ellis logo at the back. All available colors: Size: 3XL	\$ 12.50	\$ 12.50
38.	150 EA	Gildan 100% Cotton Pocket T - Navy Blue # G230, or approved equal, with department logo on pocket and back of t-shirt. Sizes: S-XL	\$ 12.00	\$ 1800.00

Item No.	Estimated Quantity	Item Description	Unit Cost	Total Cost
39.	30 EA	Gildan 100% Cotton Pocket T - Navy Blue # G230, or approved equal, with department logo on pocket and back of t-shirt, Size: XXL	\$ 14.00	\$ 420.00
40.	15 EA	Gildan 100% Cotton Pocket T - Navy Blue # G230, or approved equal, with department logo on pocket and back of t-shirt, Size: XXXL	\$ 15.00	\$ 225.00
41.	10 EA	Sport-Tek Dri Mesh Tee, 100% Polyester #T340 . Lable Free. Set in Sleeves. All available colors, Size: S - XL	\$ 11.50	\$ 115.00
42.	1 EA	Sport-Tek Dri Mesh Tee, 100% Polyester #T340 Lable Free. Set in Sleeves. All available colors, Size: 2XL	\$ 13.50	\$ 13.50
43.	1 EA	Sport-Tek Dri Mesh Tee, 100% Polyester #T340 Lable Free. Set in Sleeves. All available colors, Size: 3XL	\$ 14.50	\$ 14.50
44.	1 EA	Sport-Tek Dri Mesh Tee, 100% Polyester #T340 Lable Free. Set in Sleeves. All available colors, Size: 4XL	\$ 15.50	\$ 15.50
45.	10 EA	Sport-Tek Dri Mesh Long Sleeve Tee, 100% Polyester #T340LS. Lable Free. Set in Sleeves. All available colors, Size: S - XL	\$ 13.00	\$ 130.00
46.	1 EA	Sport-Tek Dri Mesh Long Sleeve Tee, 100% Polyester #T340LS. Lable Free. Set in Sleeves. All available colors, Size: 2XL	\$ 15.00	\$ 15.00
47.	1 EA	Sport-Tek Dri Mesh Long Sleeve Tee, 100% Polyester #T340LS. Lable Free. Set in Sleeves. All available colors, Size: 3XL	\$ 16.00	\$ 16.00
48.	1 EA	Sport-Tek Dri Mesh Long Sleeve Tee, 100% Polyester #T340LS. Lable Free. Set in Sleeves. All available colors, Size: 4XL	\$ 17.00	\$ 17.00
49.	1 EA	Sport-Tek Competitor Tee - Tall, 100% Polyester #T350. Set in Sleeves. All available colors, Size: XL	\$ 14.00	\$ 14.00
50.	1 EA	Sport-Tek Competitor Tee - Tall, 100% Polyester #T350. Set in Sleeves. All available colors, Size: 2XL	\$ 16.00	\$ 16.00
51.	1 EA	Sport-Tek Competitor Tee - Tall, 100% Polyester #T350. Set in Sleeves. All available colors, Size: 3XL	\$ 17.00	\$ 17.00

Item No.	Estimated Quantity	Item Description	Unit Cost	Total Cost
52.	1 EA	Sport-Tek Competitor Tee - Tall, 100% Polyester #T350. Set in Sleeves. All available colors, Size: 4XL	\$ 18.00	\$ 18.00
Subtotal				\$ 59,750.00
8.6% Washington Sales Tax				\$ 5,078.75
Grand Total				\$ 64,828.75

SCHEDULE B: Sweatshirts

Item No.	Estimated Quantity	Item Description	Unit Cost	Total Cost
1.	50 EA	¼ Zip Jerzee Sweatshirt #4528M, 50/50 cotton /poly NuBlend fleece, spandex in cuffs and waistband. Screen printed with City logo. All available colors: S - XL	\$ 26.00	\$ 1,300
2.	15 EA	¼ Zip Jerzee Sweatshirt #4528M, 50/50 cotton /poly NuBlend fleece, spandex in cuffs and waistband. Screen printed with City logo. All available colors: 2XL	\$ 27.00	\$ 405.00
3.	15 EA	¼ Zip Sweatshirt, 9.oz. Port Authority – Sport-tek ST253. Embroidered with City logo. All colors available. Sizes: S-XL	\$ 29.00	\$ 435.00
4.	1 EA	¼ Zip Sweatshirt, 9.oz. Port Authority – Sport-tek ST253. Embroidered with City logo. All colors available. Size: 2XL	\$ 32.00	\$ 32.00
5.	1 EA	¼ Zip Sweatshirt, 9.oz. Port Authority – Sport-tek ST253. Embroidered with City logo. All colors available. Size: 3XL	\$ 33.00	\$ 33.00

Item No.	Estimated Quantity	Item Description	Unit Cost	Total Cost
6.	10 EA	Ladies ¼ Zip Sweatshirt, 9 oz., Port Authority-Sport-tek LST253. Embroidered with City. All colors available. Sizes: S-XL	\$ 24.00	\$ 240.00
7.	1 EA	Ladies ¼ Zip Sweatshirt, 9 oz., Port Authority-Sport-tek LST253. Embroidered with City logo. All colors available. Size: 2XLLadies ¼	\$ 32.00	\$ 32.00
8.	1 EA	Zip Sweatshirt, 9 oz., Port Authority-Sport-tek LST253, . Embroidered with City logo. All colors available. Size: 3XL	\$ 33.00	\$ 33.00
9.	8 EA	F220 Port Authority® Flatback Rib 1/4-Zip Sweat Shirt Pullover. Screen printed with City logo. All available colors Sizes: S-XL	\$ 26.00	\$ 208.00
10.	1 EA	F220 Port Authority® Flatback Rib 1/4-Zip Sweat Shirt Pullover. Screen printed with City logo. All available colors Sizes: 2XL	\$ 27.00	\$ 27.00
11.	15 EA	¼ Zip Sweatshirt, 9.oz. Port Authority – Sport-tek ST253. Embroidered with City logo. All colors available. Sizes: S-XL	\$ 29.00	\$ 435.00
12.	1 EA	¼ Zip Sweatshirt, 9.oz. Port Authority – Sport-tek ST253. Embroidered with City logo. All colors available. Size: 2XL	\$ 32.00	\$ 32.00
13.	1 EA	¼ Zip Sweatshirt, 9.oz. Port Authority – Sport-tek ST253. Embroidered with City logo. All colors available. Size: 3XL	\$ 33.00	\$ 33.00
14.	10 EA	Ladies ¼ Zip Sweatshirt, 9 oz., Port Authority-Sport-tek LST253. Embroidered with City. All colors available. Sizes: S-XL	\$ 29.00	\$ 290.00
15.	1 EA	Ladies ¼ Zip Sweatshirt, 9 oz., Port Authority-Sport-tek LST253. Embroidered with City logo. All colors available. Size: 2XL	\$ 32.00	\$ 32.00

Item No.	Estimated Quantity	Item Description	Unit Cost	Total Cost
16.	1 EA	Ladies ¼ Zip Sweatshirt, 9 oz., Port Authority-Sport-tek LST253, . Embroidered with City logo. All colors available. Size: 3XL	\$33.00	\$ 33.00
17.	15 EA	Hooded Full Zip Sweatshirt, Port Authority– Sport-Tek ST258, Embroidered with City logo. All colors available Sizes: S-XL	\$ 36.00	\$ 540.00
18.	1 EA	Hooded Full Zip Sweatshirt, Port Authority– Sport-Tek ST258. Embroidered with City logo. All colors available. Size: 2XL	\$ 38.00	\$ 38.00
19.	1 EA	Hooded Full Zip Sweatshirt, Port Authority– Sport-Tek ST258. Embroidered with City logo. All colors available. Size: 3XL	\$ 39.00	\$ 39.00
20.	2 EA	Sweatshirt, 9.7 oz, Hanes F260. Embroidered with City logo. All colors available. Sizes: S-XL	\$ 24.00	\$ 48.00
21.	1 EA	Sweatshirt, 9.7 oz, Hanes F260. Embroidered with City logo. All colors available. Size: 2XL	\$ 26.00	\$26.00
22.	1 EA	Sweatshirt, 9.7 oz, Hanes F260. Embroidered with City logo. All colors available. Size: 3XL	\$ 27.00	\$ 27.00
23.	5 EA	Sweatshirt, 8.0 oz, Gildan 18000. Embroidered with City logo. All colors available. Sizes: S-XL	\$ 17.00	\$ 85.00
24.	1 EA	Sweatshirt 8.0 oz, Gildan 18000. Embroidered with City logo. All colors available. Size: 2XL	\$ 19.00	\$ 19.00
25.	1 EA	Sweatshirt 8.0 oz, Gildan 18000. Embroidered with City logo. All colors available. Size: 3XL	\$20.00	\$20.00
26.	2 EA	Hooded Full Zip Sweatshirt, 9.7 oz, Hanes F283, Embroidered with City logo. All colors available. Sizes: S-XL	\$ 36.00	\$72.00

Item No.	Estimated Quantity	Item Description	Unit Cost	Total Cost
27.	1 EA	Hooded Full Zip Sweatshirt, 9.7 oz, Hanes F283, Embroidered with City logo. All colors available. Sizes: 2XL	\$39.00	\$39.00
28.	5 EA	Hooded Full Zip Sweatshirt, 9.7 oz, Hanes F283, Embroidered with City logo. All colors available. Sizes: 3XL	\$40.00	\$200.00
29.	1 EA	Hooded Pullover Sweatshirt, 9.7 oz, Hanes F170. Embroidered with City logo. All colors available. Size: S-XL	\$33.00	\$33.00
30.	1 EA	Hooded Pullover Sweatshirt, 9.7 oz, Hanes F170. Embroidered with City logo. All colors available. Size: 2XL	\$35.00	\$35.00
31.	90 EA	Sweatshirts, Fruit of the Loom, 50% cotton/50% polyester, . Screen printed with VCP & R logo. All colors available Sizes: S-XL	\$12.00	\$1,080.00
32.	6 EA	Sweatshirts, Fruit of the Loom, 50% cotton/50% polyester, . Screen printed with VCP & R logo. All colors available Size: 2XL	\$14.00	\$84.00
33.	1 EA	Sweatshirts, Fruit of the Loom, 50% cotton/50% polyester, . Screen printed with VCP & R logo. All colors available Size: 3XL	\$15.00	\$15.00
34.	90 EA	Hoodie, Gildan #12500 9.3 ounce, 50/50 cotton/poly blend. Double-lined hood with dyed-to-match drawcord. Screen printed with City logo. All available colors: Sizes: S-XL	\$26.00	\$2,340.00
35.	31 EA	Hoodie, Gildan #12500 9.3 ounce, 50/50 cotton/poly blend. Double-lined hood with dyed-to-match drawcord. Screen printed with City logo. All available colors: Sizes: 2XL	\$28.00	\$868.00
36.	7 EA	Hoodie, Gildan #12500 9.3 ounce, 50/50 cotton/poly blend. Double-lined hood with dyed-to-match drawcord. Screen printed with City logo. All available colors: Sizes: 3XL	\$29.00	\$203.00

Item No.	Estimated Quantity	Item Description	Unit Cost	Total Cost
37.	90 EA	Hoodie, Port & Co Fleece Pullover Hooded Sweatshirt - Tall #PC90HT 9.0 ounce, 50/50 cotton/poly blend. All Available Colors. Sizes LT - 2XL	\$28.00	\$2,520.00
38.	31 EA	Hoodie, Port & Co Fleece Pullover Hooded Sweatshirt - Tall #PC90HT 9.0 ounce, 50/50 cotton/poly blend. All Available Colors. Sizes 3XL	\$31.00	\$961.00
39.	2 EA	Ladies Silk Touch Cardigan, Port Authority, L530. Embroidered with City logo. All colors available. Sizes: S-XL	\$31.00	\$62.00
40.	1 EA	Ladies Silk Touch Cardigan, Port Authority, L530. Embroidered with City logo. All colors available. Sizes: S-XL	\$33.00	\$33.00
41.	2 EA	Ladies Cardigan, Port Authority, L515. Embroidered with City logo. All colors available. Sizes: S-XL	\$24.00	\$48.00
42.	7 EA	Hoodie, Port & Co Fleece Pullover Hooded Sweatshirt - Tall #PC90HT 9.0 ounce, 50/50 cotton/poly blend. All Available Colors. Sizes 4XL	\$32.00	\$224.00
Subtotal				\$ 13,259.00
8.6% Washington Sales Tax				\$ 1,140.27
Grand Total				\$ 14,399.27

Schedule C: Outerwear

Item No.	Estimated Quantity	Item Description	Unit Cost	Total Cost
1.	10 EA	9300 Climax TriMountain Coat or like alternative, windproof/water-resistant nylon shell. Embroidered with City logo. All available colors: Sizes S-XL	\$86.00	\$860.00
2.	1 EA	9300 Climax TriMountain Coator like alternative, windproof/water-resistant nylon shell. Embroidered with City logo. All available colors: Sizes 2XL	\$88.00	\$88.00

Item No.	Estimated Quantity	Item Description	Unit Cost	Total Cost
3.	1 EA	9300 Climax TriMountain Coat or like alternative, windproof/water-resistant nylon shell. Embroidered with City logo. All available colors: Sizes 3XLT	\$89.00	\$89.00
4.	6 EA	OccuNomix Value Bomber Jacket LUX-ETJBJ, ANSI TYPE R Class 3, 300 Denier Polyester Oxford with PU Coating - waterproof, Embroidered with City logo. (Vancouver Public Works) on Left Chest. Colors: Orange and Yellow. Sizes: S-XL	\$54.00	\$324.00
5.	1 EA	OccuNomix Value Bomber Jacket LUX-ETJBJ, ANSI TYPE R Class 3, 300 Denier Polyester Oxford with PU Coating - waterproof, Embroidered with City logo. (Vancouver Public Works) on Left Chest. Colors: Orange and Yellow. Sizes: 2XL	\$56.00	\$56.00
6.	1 EA	OccuNomix Value Bomber Jacket LUX-ETJBJ, ANSI TYPE R Class 3, 300 Denier Polyester Oxford with PU Coating - waterproof, Embroidered with City logo. (Vancouver Public Works) on Left Chest. Colors: Orange and Yellow. Sizes: 3XL	\$57.00	\$57.00
7.	25 EA	Port Authority Glacier Soft Shell Jacket #J790. 96/4 poly/spandex stretch woven shell. Water proof, 100% polyester microfleece lining. Embroidered with City logo. Colors: Black/Chrome, Smoke/Grey Sizes: S-XL	\$47.00	\$1,175.00
8.	4 EA	Port Authority Glacier Soft Shell Jacket #J790. 96/4 poly/spandex stretch woven shell. Water proof, 100% polyester microfleece lining. Embroidered with City logo. Colors: Black/Chrome, Smoke/Grey Size: 2XL	\$49.00	\$196.00
9.	1 EA	Port Authority Glacier Soft Shell Jacket #J790. 96/4 poly/spandex stretch woven shell. Water proof, 100% polyester microfleece lining. Embroidered with City logo. Colors: Black/Chrome, Smoke/Grey Size: 3XL	\$50.00	\$50.00

Item No.	Estimated Quantity	Item Description	Unit Cost	Total Cost
10.	25 EA	Port Authority Hooded Soft Shell Jacket J706. 96/4 poly/spandex woven shell 100% polyester microfleece with laminated film insert to repel water and wind. Embroidered with City logo. All available colors Sizes: S-XL	\$55.00	\$1,375.00
11.	4 EA	Port Authority Hooded Soft Shell Jacket J706. 96/4 poly/spandex woven shell 100% polyester microfleece with laminated film insert to repel water and wind. Embroidered with City logo. All available colors Sizes: 2XL	\$57.00	\$228.00
12.	1 EA	Port Authority Hooded Soft Shell Jacket J706. 96/4 poly/spandex woven shell 100% polyester microfleece with laminated film insert to repel water and wind. Embroidered with City logo. All available colors Sizes: 3XL	\$58.00	\$58.00
13.	5 EA	7120 Tri Mt Windsor Fleece Jacket – Ladies or like alternative, 100 Poly fleece. Embroidered with City logo on upper left chest. All colors available. Sizes: XS-XL	\$30.00	\$150.00
14.	1 EA	7120 Tri Mt Windsor Fleece Jacket – Ladies or like alternative, 100 Poly fleece. Embroidered with City logo on upper left chest. All colors available. Size: 2XL	\$32.00	\$32.00
15.	1 EA	7120 Tri Mt Windsor Fleece Jacket – Ladies or like alternative, 100 Poly fleece. Embroidered with City logo on upper left chest. All colors available. Size: 3XL	\$33.00	\$33.00
16.	1 EA	7120 Tri Mt Windsor Fleece Jacket – Ladies or like alternative, 100 Poly fleece. Embroidered with City logo on upper left chest. All colors available. Size: 4XL	\$36.00	\$36.00
17.	4 EA	7020 Tri Mt Crescent fleece vest, 100 Poly fleece or like alternative. Embroidered with City logo on upper left chest. All colors available. Sizes: XS-XL	\$27.00	\$108.00
18.	1 EA	7020 Tri Mt Crescent fleece vest, 100 Poly fleece or like alternative. Embroidered with City logo on upper left chest. All colors available. Size: 2XL	\$29.00	\$29.00

Item No.	Estimated Quantity	Item Description	Unit Cost	Total Cost
19.	1 EA	7020 Tri Mt Crescent fleece vest, 100 Poly fleece or like alternative. Embroidered with City logo on upper left chest. All colors available. Size: 3XL	\$31.00	\$31.00
20.	1 EA	7020 Tri Mt Crescent fleece vest, 100 Poly fleece or like alternative. Embroidered with City logo on upper left chest. All colors available. Size: 4XL	\$33.00	\$33.00
21.	1 EA	L455, Port Authority Rapid Dry Sport – Ladies, 60 Cotton / 40 Poly. Embroidered with City logo on upper left chest. All colors available. Sizes: XS-XL	\$25.00	\$25.00
22.	1 EA	L455, Port Authority Rapid Dry Sport – Ladies, 60 Cotton / 40 Poly, . Embroidered with City logo on upper left chest. All colors available. Size: Plus 2X	\$27.00	\$27.00
23.	8 EA	F222, Port Authority, Men’s Pique Fleet jacket. All colors available. Sizes: XS- XL	\$53.00	\$424.00
24.	4 EA	F222, Port Authority, Men’s Pique Fleet jacket. All colors available. Size: 2XL	\$55.00	\$220.00
25.	1 EA	F222, Port Authority, Men’s Pique Fleet jacket. All colors available. Size: 3XL	\$56.00	\$56.00
26.	25 EA	CornerStone Washed Duck Cloth Insulated Hooded Work Jacket #CSJ41. 12-ounce, 100% cotton. Embroidered with City logo. All available colors Sizes: S-XL	\$67.00	\$1,675.00
27.	4 EA	CornerStone Washed Duck Cloth Insulated Hooded Work Jacket #CSJ41. 12-ounce, 100% cotton. Embroidered with City logo. All available colors Sizes: 2XL	\$69.00	\$276.00
28.	1 EA	CornerStone Washed Duck Cloth Insulated Hooded Work Jacket #CSJ41. 12-ounce, 100% cotton. Embroidered with City logo. All available colors Sizes: 3XL	\$70.00	\$70.00

Item No.	Estimated Quantity	Item Description	Unit Cost	Total Cost
29.	8 EA	TM19652, Men's Silverton Insulated Jacket. 11 oz., 100% nylon dull cire 380T woven. Water repellent 600mm and downproof, 38 g,m2. ECHOHEAT lining and water repellent finish for comfort in cold, damp weather. All available colors. Sizes: S - XL	\$99.00	\$792.00
30.	4 EA	TM19652, Men's Silverton Insulated Jacket. 11 oz., 100% nylon dull cire 380T woven. Water repellent 600mm and downproof, 38 g,m2. ECHOHEAT lining and water repellent finish for comfort in cold, damp weather. All available colors. Sizes: 2XL	\$104.00	\$416.00
31.	1 EA	TM19652, Men's Silverton Insulated Jacket. 11 oz., 100% nylon dull cire 380T woven. Water repellent 600mm and downproof, 38 g,m2. ECHOHEAT lining and water repellent finish for comfort in cold, damp weather. All available colors. Sizes: 3XL	\$108.00	\$108.00
32.	1 EA	TM19652, Men's Silverton Insulated Jacket. 11 oz., 100% nylon dull cire 380T woven. Water repellent 600mm and downproof, 38 g,m2. ECHOHEAT lining and water repellent finish for comfort in cold, damp weather. All available colors. Sizes: 4XL	\$113.00	\$113.00
33.	EA	TM19652, Men's Silverton Insulated Jacket. 11 oz., 100% nylon dull cire 380T woven. Water repellent 600mm and downproof, 38 g,m2. ECHOHEAT lining and water repellent finish for comfort in cold, damp weather. All available colors. Sizes: 5XL	\$115.00	\$115.00
34.	5 EA	TM99652, Womens's Silverton Insulated Jacket. 100% nylon dull cire 380T woven. Water repellent 600mm and downproof, 38 g,m2. ECHOHEAT lining and water repellent finish for comfort in cold, damp weather. All available colors. Sizes: XS – XL	\$99.00	\$495.00
35.	1 EA	TM99652, Womens's Silverton Insulated Jacket.100% nylon dull cire 380T woven. Water repellent 600mm and downproof, 38 g,m2. ECHOHEAT lining and water repellent finish for comfort in cold, damp weather. All available colors. Sizes: 2XL	\$104.00	\$104.00

Item No.	Estimated Quantity	Item Description	Unit Cost	Total Cost
36.	1EA	TM99652, Womens's Silverton Insulated Jacket.100% nylon dull cire 380T woven. Water repellent 600mm and downproof, 38 g,m2. ECHOHEAT lining and water repellent finish for comfort in cold, damp weather. All available colors. Sizes: 3XL	\$108.00	\$108.00
Subtotal				\$
8.6% Washington Sales Tax				\$
Grand Total				\$

SCHEDULE D: Polo and Button-Down Shirts

Item No.	Estimated Quantity	Item Description	Unit Cost	Total Cost
1.	14 EA	Port Authority S508. Easy Care Short Sleeve Shirt, wash and wear, wrinkle resistant, button down collar, dyed to match buttons, patch pocket, back box pleat, 4.5. oz., 55/45 cotton/poly. Embroidered with City logo. All colors available. Sizes: S – XL	\$23.00	\$322.00
2.	1 EA	Port Authority S508. Easy Care Short Sleeve Shirt, wash and wear, wrinkle resistant, button down collar, dyed to match buttons, patch pocket, back box pleat, 4.5. oz., 55/45 cotton/poly. Embroidered with City logo. All colors available. Sizes: 2XL	\$25.00	\$25.00
3.	1 EA	Port Authority S508. Easy Care Short Sleeve Shirt, wash and wear, wrinkle resistant, button down collar, dyed to match buttons, patch pocket, back box pleat, 4.5. oz., 55/45 cotton/poly. Embroidered with City logo. All colors available. Sizes: 3XL	\$26.00	\$26.00
4.	15 EA	Port Authority S608. Easy Care Long Sleeve Shirt, wash and wear, wrinkle resistant, button down collar, dyed to match buttons, patch pocket, back box pleat, 4.5. oz 55/45 cotton/poly Embroidered with City logo. All colors available. Sizes: S – XL	\$25.00	\$375.00
5.	1 EA	Port Authority S608. Easy Care Long Sleeve Shirt, wash and wear, wrinkle resistant, button down collar, dyed to match buttons, patch pocket, back box pleat, 4.5. oz 55/45 cotton/poly Embroidered with City logo. All colors available. Sizes: 2XL	\$27.00	\$27.00

Item No.	Estimated Quantity	Item Description	Unit Cost	Total Cost
6.	1 EA	Port Authority S608. Easy Care Long Sleeve Shirt, wash and wear, wrinkle resistant, button down collar, dyed to match buttons, patch pocket, back box pleat, 4.5. oz 55/45 cotton/poly Embroidered with City logo. All colors available. Sizes: 3XL	\$28.00	\$28.00
7.	10 EA	Port Authority SP10. Denim Shirts, long sleeved, 6.5 oz 100% cotton, horn-tone buttons, button-through sleeve packets, adjustable cuffs, tuck-in tail, button down collar, patch pocket. Embroidered with City logo. All available colors. Sizes: S-XL	\$25.00	\$250.00
8.	1 EA	Port Authority SP10. Denim Shirts, long sleeved, 6.5 oz 100% cotton, horn-tone buttons, button-through sleeve packets, adjustable cuffs, tuck-in tail, button down collar, patch pocket. Embroidered with City logo. All available colors. Sizes: 2XL	\$27.00	\$27.00
9.	1 EA	Port Authority SP10. Denim Shirts, long sleeved, 6.5 oz 100% cotton, horn-tone buttons, button-through sleeve packets, adjustable cuffs, tuck-in tail, button down collar, patch pocket. Embroidered with City logo. All available colors. Sizes: 3XL	\$28.00	\$28.00
10.	10 EA	Port Authority SP11. Denim Shirts, short sleeved, 6.5 oz 100% cotton, horn-tone buttons, tuck in tail. Embroidered with City logo. All available colors. Sizes: S-XL	\$22.00	\$220.00
11.	1 EA	Port Authority SP11. Denim Shirts, short sleeved, 6.5 oz 100% cotton, horn-tone buttons, tuck in tail. Embroidered with City logo. All available colors. Sizes: 2XL	\$24.00	\$24.00
12.	1 EA	Port Authority SP11. Denim Shirts, short sleeved, 6.5 oz 100% cotton, horn-tone buttons, tuck in tail. Embroidered with City logo. All available colors. Sizes: 3XL	\$25.00	\$25.00

Item No.	Estimated Quantity	Item Description	Unit Cost	Total Cost
13.	20 EA	Port Authority K420, Pique Knit Sport Shirts (Polo), shrink resistant, easy care, 7 Oz. 100% ring spun combed cotton heaveyweight pique, double needle stitching throughout, flat knit collar and cuffs, horn-tone buttons, locker patch, side vents. Embroidered with City logo. All available colors. Sizes: S-XL	\$21.00	\$420.00
14.	1 EA	Port Authority K420, Pique Knit Sport Shirts (Polo), shrink resistant, easy care, 7 Oz. 100% ring spun combed cotton heaveyweight pique, double needle stitching throughout, flat knit collar and cuffs, horn-tone buttons, locker patch, side vents. Embroidered with City logo. All available colors. Sizes: 2XL	\$23.00	\$23.00
15.	1 EA	Port Authority K420, Pique Knit Sport Shirts (Polo), shrink resistant, easy care, 7 Oz. 100% ring spun combed cotton heaveyweight pique, double needle stitching throughout, flat knit collar and cuffs, horn-tone buttons, locker patch, side vents. Embroidered with City logo. All available colors. Sizes: 3XL	\$24.00	\$24.00
16.	45 EA	Port Authority K500 Silk Touch Polo, wrinkle and shrink resistant, 5oz 65/35 poly/cotton pique, flat knit collar and cuffs, metal buttons with plastic rims, double-needle armhole seams and hem, side vents. . Embroidered with City logo. All available colors. Sizes: S-XL	\$19.00	\$855.00
17.	2 EA	Port Authority K500 Silk Touch Polo, wrinkle and shrink resistant, 5oz 65/35 poly/cotton pique, flat knit collar and cuffs, metal buttons with plastic rims, double-needle armhole seams and hem, side vents. . Embroidered with City logo. All available colors. Sizes: 2XL	\$21.00	\$42.00
18.	1 EA	Port Authority K500 Silk Touch Polo, wrinkle and shrink resistant, 5oz 65/35 poly/cotton pique, flat knit collar and cuffs, metal buttons with plastic rims, double-needle armhole seams and hem, side vents. . Embroidered with City logo. All available colors. Sizes: 3XL	\$22.00	\$22.00
19.	30 EA	Port Authority K500LS Silk Touch Long Sleeve Polo, wrinkle resistant, 5 oz. 65/35 poly/cotton pique, flat knit collar and cuffs, 3-button placket, metal buttons with plastic rims, double-needle armhole seams and hem, side vents. Embroidered with City logo. All available colors. Sizes: S-XL	\$23.00	\$690.00

Item No.	Estimated Quantity	Item Description	Unit Cost	Total Cost
20.	6 EA	Port Authority K500LS Silk Touch Long Sleeve Polo, wrinkle resistant, 5 oz. 65/35 poly/cotton pique, flat knit collar and cuffs, 3-button placket, metal buttons with plastic rims, double-needle armhole seams and hem, side vents. Embroidered with City logo. All available colors. Sizes: 2XL	\$25.00	\$150.00
21.	3 EA	Port Authority K500LS Silk Touch Long Sleeve Polo, wrinkle resistant, 5 oz. 65/35 poly/cotton pique, flat knit collar and cuffs, 3-button placket, metal buttons with plastic rims, double-needle armhole seams and hem, side vents. Embroidered with City logo. All available colors. Sizes: 3XL	\$26.00	\$78.00
22.	16 EA	Port Authority K320 Long Sleeve Pique Knit Polo, 7 oz. 100% ring spun combed cotton heavy-weight pique (preshrunk), double-needle stitching throughout, flat knit collar and cuffs, pewter tone buttons, locker patch, side vents. Embroidered with City logo. All available colors. Sizes: S-XL	\$27.00	\$432.00
23.	1 EA	Port Authority K320 Long Sleeve Pique Knit Polo, 7 oz. 100% ring spun combed cotton heavy-weight pique (preshrunk), double-needle stitching throughout, flat knit collar and cuffs, pewter tone buttons, locker patch, side vents. Embroidered with City logo. All available colors. Sizes: 2XL	\$29.00	\$29.00
24.	1 EA	Port Authority K320 Long Sleeve Pique Knit Polo, 7 oz. 100% ring spun combed cotton heavy-weight pique (preshrunk), double-needle stitching throughout, flat knit collar and cuffs, pewter tone buttons, locker patch, side vents. Embroidered with City logo. All available colors. Sizes: 3XL	\$31.00	\$31.00
25.	10 EA	Port Authority K321 Mock Turtleneck, 6.3 oz., 100% ring spun combed cotton, double-needled collar and hem, spandex in collar and cuffs, coverseamed neck. Embroidered with City logo. All available colors. Sizes: S-XL	\$20.00	\$200.00
26.	1 EA	Port Authority K321 Mock Turtleneck, 6.3 oz., 100% ring spun combed cotton, double-needled collar and hem, spandex in collar and cuffs, coverseamed neck. Embroidered with City logo. All available colors. Sizes: 2XL	\$22.00	\$22.00

Item No.	Estimated Quantity	Item Description	Unit Cost	Total Cost
27.	1 EA	Port Authority K321 Mock Turtleneck, 6.3 oz., 100% ring spun combed cotton, double-needled collar and hem, spandex in collar and cuffs, coverseamed neck. Embroidered with City logo. All available colors. Sizes: 3XL	\$23.00	\$23.00
28.	16 EA	Port Authority L420, Ladies Pique Knit Polo, shrink resistant, easy care, 7oz 100% ring spun,combed cotton heavyweight pique, flat knit collar and cuffs, horn-tone buttons, side vents, Embroidered with City logo. All available colors. Sizes: S-XL	\$20.00	\$320.00
29.	16 EA	Port Authority L420, Ladies Pique Knit Polo, shrink resistant, easy care, 7oz 100% ring spun,combed cotton heavyweight pique, flat knit collar and cuffs, horn-tone buttons, side vents, Embroidered with City logo. All available colors. Sizes: 2XL	\$22.00	\$352.00
30.	8 EA	Port Authority L420, Ladies Pique Knit Polo, shrink resistant, easy care, 7oz 100% ring spun,combed cotton heavyweight pique, flat knit collar and cuffs, horn-tone buttons, side vents, Embroidered with City logo. All available colors. Sizes: 3XL	\$23.00	\$184.00
31.	16 EA	Port Authority L500 Ladies Silk Touch Polo, wrinkle and shrink resistant, 5 oz. 65/35 poly/cotton pique, flat knit collar and cuffs, metal buttons with plastic rims, double-needle armhole seams and hem, side vents. Embroidered with City logo. All available colors. Sizes: S-XL	\$19.00	\$304.00
32.	3 EA	Port Authority L500 Ladies Silk Touch Polo, wrinkle and shrink resistant, 5 oz. 65/35 poly/cotton pique, flat knit collar and cuffs, metal buttons with plastic rims, double-needle armhole seams and hem, side vents. Embroidered with City logo. All available colors. Sizes: 2XL	\$21.00	\$63.00
33.	1 EA	Port Authority L500 Ladies Silk Touch Polo, wrinkle and shrink resistant, 5 oz. 65/35 poly/cotton pique, flat knit collar and cuffs, metal buttons with plastic rims, double-needle armhole seams and hem, side vents. Embroidered with City logo. All available colors. Sizes: 3XL	\$22.00	\$22.00

Item No.	Estimated Quantity	Item Description	Unit Cost	Total Cost
34.	30 EA	Port Authority L500LS Ladies Silk Touch Long Sleeve Polo, wrinkle resistant, 5 oz. 65/35 poly/cotton pique, flat knit collar and cuffs, 3-button placket, metal buttons with plastic rims, double-needle armhole seams and hem, side vents, open hem sleeves. Embroidered with City logo. All available colors. Sizes: S-XL	\$23.00	\$690.00
35.	10 EA	Port Authority L500LS Ladies Silk Touch Long Sleeve Polo, wrinkle resistant, 5 oz. 65/35 poly/cotton pique, flat knit collar and cuffs, 3-button placket, metal buttons with plastic rims, double-needle armhole seams and hem, side vents, open hem sleeves. Embroidered with City logo. All available colors. Sizes: 2XL	\$25.00	\$250.00
36.	5 EA	Port Authority L500LS Ladies Silk Touch Long Sleeve Polo, wrinkle resistant, 5 oz. 65/35 poly/cotton pique, flat knit collar and cuffs, 3-button placket, metal buttons with plastic rims, double-needle armhole seams and hem, side vents, open hem sleeves. Embroidered with City logo. All available colors. Sizes: 3XL	\$26.00	\$130.00
37.	6 EA	Sportwick Polo, Sport-Tek, ST650. Embroidered with City logo. All colors available. Sizes: S-XL	\$21.00	\$126.00
38.	1 EA	Sportwick Polo, Sport-Tek, ST650. Embroidered with City logo. All colors available. Size: 2XL	\$23.00	\$23.00
39.	2 EA	Ladies Silk Touch 3/4 Sleeve Polo, Port Authority, L562. Embroidered with City logo. All colors available. Sizes: S-XL	\$21.00	\$42.00
40.	1 EA	Ladies Silk Touch 3/4 Sleeve Polo, Port Authority, L562. Embroidered with City logo. All colors available. Size: 2XL	\$23.00	\$23.00
41.	15 EA	L508 Port Authority, Ladies Easy Care Short Sleeve, no patch pocket, open collar, 4.4oz, 55/45 cotton/poly. Embroidered with City logo. All available colors. Sizes: S-XL	\$23.00	\$345.00

Item No.	Estimated Quantity	Item Description	Unit Cost	Total Cost
42.	3 EA	L508 Port Authority, Ladies Easy Care Short Sleeve, no patch pocket, open collar, 4.4oz, 55/45 cotton/poly. Embroidered with City logo. All available colors. Sizes: 2XL	\$25.00	\$75.00
43.	15 EA	L608 Port Authority, Ladies Easy Care Long Sleeve, no patch pocket, open collar, 4.4oz, 55/45 cotton/poly. Embroidered with City logo. All available colors. Sizes: S-XL	\$25.00	\$375.00
44.	3 EA	L608 Port Authority, Ladies Easy Care Long Sleeve, no patch pocket, open collar, 4.4oz, 55/45 cotton/poly. Embroidered with City logo. All available colors. Sizes: 2XL	\$27.00	\$81.00
45.	8 EA	L612 Port Authority, Ladies Easy Care ¾ Sleeve, wrinkle resistant, no patch pocket, relaxed look, 4.5oz 55/45 cotton/ poly. Embroidered with City logo. All colors available. Sizes: S – XL	\$24.00	\$192.00
46.	1 EA	L612 Port Authority, Ladies Easy Care ¾ Sleeve, wrinkle resistant, no patch pocket, relaxed look, 4.5oz 55/45 cotton/ poly. Embroidered with City logo. All colors available. Sizes: 2XL	\$26.00	\$26.00
47.	1 EA	L612 Port Authority, Ladies Easy Care ¾ Sleeve, wrinkle resistant, no patch pocket, relaxed look, 4.5oz 55/45 cotton/ poly. Embroidered with City logo. All colors available. Sizes: 3XL	\$27.00	\$27.00
			Subtotal	\$ 8,068.00
			8.6% Washington Sales Tax	\$ 685.78
			Grand Total	\$ 8,7533.78

SCHEDULE E: Swim Wear

Item No.	Estimated Quantity	Item Description	Unit Cost	Total Cost
1	50 EA	Kefer Aquatics RISE Guard Long Sleeve Crew Neck Rashguard. Four way stretch Polyester/Spandex, chlorine resistant, protects UV exposure SPF 50	\$25.95	\$1,297.50
2	50 EA	Kiefer Aquatics RISE Instructor Poly H-Back. One-Piece Suit with white "Instructor" logo on the chest. 91/9 Poly/Spandex blend. All colors available Sizes 26-44	\$396.50	\$19,825.00
3	100 EA	Rise Guard Male Flex Short. With UPF 50+ protection and a visible guard logo for rapid identification, this boardshort is ideal for pool, waterpark and beach use. 94% Polyester / 6% Spandex. With UPF 50+ protection and a visible guard logo. In Red, Black or Blue. Sizes XS-XL	\$27.50	\$2,750.00
4	100 EA	Rise Supervisor Female Flex Short. A drawstring waist allows for a customized fit while a side pocket treatment provides small storage. 94% Polyester / 6% Spandex Construction. In Red, Black or Blue. Sizes XS-XL	\$25.00	\$2,500.00
Subtotal				\$ 26,372.50
8.6% Washington Sales Tax				\$ 2,241.66
Grand Total				\$ 28,614.16

SCHEDULE F: Carhartt

Item No.	Estimated Quantity	Item Description	Unit Cost	Total Cost
1.	150 EA	Carhartt Mens Force High Visibility Class 2 Short Sleeve Shirt #100495, ANSI Class 2, Level 2 compliant 3M Scotchlite Reflective Material 5510 Segmented Home Wash Trim, with pocket. Meets ANSI/ISEA 107-2010, Screen printed with City Logo on back of shirt. Colors: Brite Orange Sizes: S-XL	\$39.00	\$5,850.00
2.	30 EA	Carhartt Mens Force High Visibility Class 2 Short Sleeve Shirt #100495, ANSI Class 2, Level 2 compliant 3M Scotchlite Reflective Material 5510 Segmented Home Wash Trim, with pocket. Meets ANSI/ISEA107-2010. Screen printed with City logo on back of shirt. Colors: Brite Orange Size: 2XL	\$42.00	\$1,260.00
3.	25 EA	Carhartt Mens Force High Visibility Class 2 Short Sleeve Shirt #100495, ANSI Class 2, Level 2 compliant, 3M Scotchlite Reflective Material 5510 Segmented Home Wash Trim, with pocket. Meets ANSI/ISEA. 107-2010. Screen printed with City logo on back of shirt. Colors: Brite Orange Size: 3XL	\$43.00	\$1,075.00
4.	20 EA	Carhartt Duck Detroit Jacket #J001, 12-ounce, 100% cotton duck, blanket lining in the body. Embroidered with City logo above front pocket. Colors: Black Sizes: M-XL	\$89.00	\$1,780.00
5.	3 EA	Carhartt Duck Detroit Jacket #J001 . Embroidered with City logo above front pocket. Colors: Black Sizes: 2XL-3XL	\$98.00	\$294.00
6.	25 EA	Carhartt, B73 Men's Double-Front Logger Dungaree, double-front logger dungaree,15-ounce, 100% cotton denim and features chap-style, double leg fronts, . Colors: Dark Stone Sizes: 28 – 46 In-Seam: 28-36	\$60.00	\$1,500.00
7.	20 EA	Carhartt, Duck Work Dungaree Pants #B01, Long wearing double knees with cleanout bottom. Colors: Black, Brown Sizes: 28 – 46 In-Seam: 28-36	\$65.00	\$1,300.00

Item No.	Estimated Quantity	Item Description	Unit Cost	Total Cost
8.	30 EA	Carhartt K84 Short Sleeve Henley w/left chest pocket, 6.75-ounce, 100% cotton jersey knit. Screen printed with City logo. Colors: Black, Navy Size: S-XL	\$27.00	\$810.00
9.	5 EA	Carhartt K84 Short Sleeve Henley w/left chest pocket, 6.75-ounce, 100% cotton jersey knit. Screen printed with City logo. Colors: Black, Navy, Ash Size: 2XL	\$31.00	\$155.00
10.	1 EA	Carhartt K84 Short Sleeve Henley w/left chest pocket, 6.75-ounce, 100% cotton jersey knit. Screen printed with City logo. Colors: Black, Navy, Ash Size: 3XL	\$33.00	\$33.00
11.	5 EA	Carhartt Style #R01 Men's Duck Bib Overall/Unlined. Colors: Black, Brown Sizes: 28 – 50 In-Seam: 28-36	\$84.00	\$420.00
12.	6 EA	Carhartt Style #R37 Loose Fit firm Duck Bib Overall. Colors: Black, Brown Sizes: 30 – 50 In-Seam: 30-36	\$110.00	\$660.00
13.	7 EA	Carhartt Style #R02 Men's Duck Bib Overall, Quilt-Lined. Colors: Black, Brown Sizes: 30 – 50 In-Seam: 28-36	\$145.00	\$1,015.00
14.	6 EA	Carhartt Syle #104393 Loose Fit Firm Duck Insulated Bib Overall - 2 Warmer Rating. Colors: Black, Brown Size: Short M - Regular 2XL	\$120.00	\$720.00
15.	2 EA	Carhartt Syle #104393 Loose Fit Firm Duck Insulated Bib Overall - 2 Warmer Rating. Colors: Black, Brown Size: Regular 3XL - Tall 4XL	\$124.00	\$248.00
16.	30 EA	Carhart Long Sleeve Henley T-shirt #K128, Original Fit, Rib-knit collar and sleeve cuff, Three button front placket, Left chest pocket with Carhartt logo label, Tagless neck label. All Colors, Sizes S-XL	\$33.00	\$990.00

Item No.	Estimated Quantity	Item Description	Unit Cost	Total Cost
17.	15 EA	Carhart Long Sleeve Henley T-shirt #K128T, Original Fit, Rib-knit collar and sleeve cuff, Three button front placket, Left chest pocket with Carhartt logo label, Tagless neck label. All Colors, Sizes LT-4XLT	\$48.00	\$720.00
Subtotal				\$18,830.00
8.6% Washington Sales Tax				\$ 1,619.38
Grand Total				\$20,449.38

SCHEDULE G: Miscellaneous

Item No.	Estimated Quantity	Item Description	Unit Cost	Total Cost
1.	150 EA	6649 Orange Beanie Hat reflective thread stripes Hi Vis. Embroidered with "Vancouver Public Works" logo. Black lettering	\$13.00	\$1,950.00
2.	300 EA	S108 Orange Safety Cap, HI-VIZ, . Embroidered on front with "Vancouver Public Works" logo with black writing .	\$13.00	\$3,900.00
3.	300 EA	8090T White Crown/Black Bill Caps, 6-panel, two-toned, heavy brushed cotton twill, fabric closure with snap buckle and grommet. Embroidered logo on front in Black "City of Vancouver Public Works".	\$13.00	\$3,900.00
4.	35 EA	Jerzees Nublend 50/cotton - 50/poly Navy Blue sweat pant #4850P. Size: S -XL	\$17.00	\$595.00
5.	10 EA	Jerzees Nublend 50/cotton - 50/poly Navy Blue sweat pant #4850P. Size: XXL	\$30.00	\$300.00
6.	5 EA	Jerzees Nublend 50/cotton - 50/poly Navy Blue sweat pant #4850P. Size: XXXL	\$33.00	\$165.00

Item No.	Estimated Quantity	Item Description	Unit Cost	Total Cost
7.	10 EA	Champion 100% cotton Navy Blue short #8187. Size: S –XL	\$11.00	\$110.00
8.	20 EA	Champion 100% cotton Navy Blue short #8187l. Size: XXL	\$13.00	\$260.00
9.	10 EA	Champion 100% cotton Navy Blue short #8187. Size: XXXL	\$14.00	\$140.00
10.	75 EA	New Era Beanie in black and dark navy, with white logo.	\$10.00	\$750.00
11.	50 EA	Flexfit ball cap in black and dark navy color, with white logo. Size S/M	\$14.00	\$700.00
12.	75 EA	Flexfit ball cap in black and dark navy color, with white logo. Size L/XL	\$14.00	\$1,050.00
13.	15 EA	Flexfit ball cap in black and dark navy color, with white logo. Size XL/XXL	\$14.00	\$210.00
14.	115 EA	112 Richardson Trucker Hat. Orange Colored hat with white logo	\$13.00	\$1,495.00
Subtotal				\$15,525.00
8.6% Washington Sales Tax				\$ 1,319.63
Grand Total				\$16,844.63

Delivery within *__21__calendar days from receipt of PO



Staff Report: 141-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/17/2023

SUBJECT Professional services agreement for Interstate Bridge Replacement (IBR) Program consultant support

Key Points

- In 2019, the states of Oregon and Washington approved funding to restart work on replacing the Interstate 5 bridge across the Columbia River and directed ODOT and WSDOT to open a bi-state program office, the Interstate Bridge Replacement (IBR) Program, to lead this work.
- The IBR Program has engaged agencies within the Portland-Vancouver metro region to develop design options for a bridge replacement and associated enhancements to meet the Program's Purpose and Need.
- As one of the core agency partners for the IBR Program, the City of Vancouver continues to participate in planning, community engagement, design and engineering of a replacement bridge solution and associated multimodal enhancements.
- On September 27, 2021, Council voted in support of the City Manager executing an agreement, GCB 3544 (hereafter referred to as "Agreement"), with the Washington Department of Transportation (WSDOT). The Agreement included City of Vancouver commitments and responsibilities related to IBR Program work tasks (Scope of Work). A budget for reimbursement from WSDOT to the City for the work tasks was attached. GCB 3544 was fully executed on October 4, 2021.
- In July 2022, a Modified Locally Preferred Alternative was agreed to by Program partners and the Program began development of a Draft Supplemental Environmental Impact Statement. This is referred to as the "Environmental" phase.
- On December 12, 2022, Council voted in support of the City Manager executing Amendment #1 to the Scope of Work and budget identified in GCB 3544. The amendment was executed December 21, 2022 and adds refined description of work to be executed through the Environmental phase. The amended budget includes funding for consultant support services to assist the City of Vancouver in identifying and planning for transportation investments and changes related to the IBR Program.
- The City issued Request for Qualifications Number 7-23 (Attachment A) in January 2023 for consultant support services during the Environmental phase.
- Three competitive proposals were submitted in response to the Request for Qualifications.

A review team of City, IBR Program, and C-TRAN staff reviewed and scored the proposals in accordance with City procurement standards.

- City staff recommends awarding a contract to Nelson\Nygaard for work scoped in Attachment B in an amount not to exceed \$665,440. These services are to be reimbursed by WSDOT in accordance with GCB 3544.

Present Situation

The Environmental phase of the IBR Program consists of technical analysis and further development of design options for elements included in the Modified Locally Preferred Alternative adopted in July 2022. Due to the complex and quick-moving nature of the IBR Program, City staff seeks consultant support to assist with ensuring that IBR Program design options meet the City's needs and desired outcomes. Areas of proposed consultant support include:

- Downtown Transit District and multimodal considerations
- development of an urban design framework
- placemaking and open space planning
- defining redevelopment opportunities and strategies
- community engagement.

After a competitive procurement process, the project evaluation committee selected Nelson\Nygaard's proposal as the best suited to address the overall nature and complexity of this work.

Advantage(s)

1. The selected team has demonstrated proficiency in urban design, design of transit station placement and access, design of active transportation facilities and access, architecture and landscape design, zoning, placemaking, redevelopment analysis, roadway design in consideration of traffic operations, and community engagement.
2. The selected team demonstrated in their proposal and during discussions that they understand the process, political considerations, and language of major transportation projects with far-reaching implications for equity, climate impact, community identity, and sense of place.
3. The selected team demonstrated knowledge of the Vancouver community and experience working in Southwest Washington. The review panel expressed confidence in the team's understanding of the need to balance local knowledge and national best practice experience to provide the support the City of Vancouver needs.
4. The selected proposal and team demonstrated a clear understanding the federal National Environmental Policy Act (NEPA) process as it relates to the IBR Program, and how that impacts tasks identified in the Request for Qualifications.
5. The selected team demonstrated understanding of the City's desired outcomes as defined in Resolution M-4140, adopted by Council July 26, 2021.
6. The selected proposal and team have a strong understanding of the City's desired communication and engagement needs.

Disadvantage(s)

No identified disadvantages.

Budget Impact

The project costs and the reimbursement have been anticipated in the 2023-24 Biennial Budget. No further budget action will be necessary.

Prior Council Review

- May 7, 2018: WSDOT updated Council on the I-5 Bridge Planning Inventory.
- July 16, 2018: Staff Update, current conditions and efforts to restart bridge replacement process.
- August 6, 2018: Staff update, Council review and adoption of a resolution in support of replacement bridge with high-capacity transit in a dedicated guideway.
- June 8, 2020: Staff update on IBRP work program.
- June 21 and July 12, 2021: Council discussion on a resolution to define the City's desired outcomes through the IBRP.
- July 26, 2021: Council review and adoption of resolution to define the City's desired outcomes through IBRP.
- September 27, 2021: Council authorization for the City Manager to execute GBC 3544 with WSDOT. This was fully executed October 4, 2021.
- December 12, 2022: Council authorization for the City Manager to execute Amendment #1 to GBC 3544 with WSDOT. This was fully executed on December 21, 2022.
- 2021 – Present: Numerous updates via Council Communications and briefings on Executive Steering Group meetings and overall Program status.

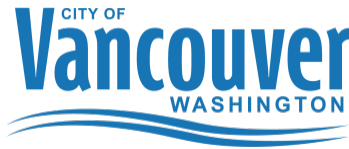
Action Requested

Award a consulting services contract with Nelson\Nygaard to provide professional planning support services for the City of Vancouver related to the Interstate Bridge Replacement Program in the amount of \$665,440 and authorize the City Manager or designee to negotiate and execute a contract for the same.

Katherine Kelly, Senior Policy Advisor, 360-644-4446

ATTACHMENTS:

- ▢ Attachment A_RFQ 7-23_Consultant Support Services IBR Program Consultant Support Services IBR Program
- ▢ Attachment B_City of Vancouver IBR Support Services Final Scope + Fee



REQUEST FOR QUALIFICATIONS (RFQ) 7-23: SUPPORT SERVICES FOR THE CITY OF VANCOUVER’S ENGAGEMENT IN THE INTERSTATE BRIDGE REPLACEMENT PROGRAM

<u>Request for Qualifications Information:</u>	<u>Submit Qualification Statements to:</u>
RFQ NUMBER: 7-23 RFQ TITLE: Support Services for the City of Vancouver’s Engagement in the Interstate Bridge Replacement Program DATE ISSUED: 1/13/2023 CONTACT PERSON: Michael Woods EMAIL ADDRESS: Michael.Woods@cityofvancouver.us CONTACT PHONE: 360-487-8419 QUESTIONS DUE: 2/3/2023 RESPONSES DUE: 2/15/2023	Procurement Portal: cityofvancouver.bonfirehub.com For delivery in person, by courier, UPS or FedEx: Attn: Procurement Services Vancouver City Hall 415 W. 6 TH ST Vancouver, WA 98660 For delivery by the US Postal Service: Attn: Procurement Services City of Vancouver PO BOX 1995 Vancouver, WA 98668

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SECTION 1: INSTRUCTIONS AND CONTRACT INFORMATION

A. Instructions to Proposers

The City of Vancouver is seeking statements of qualifications from qualified firms/individuals for consulting services to provide support services for the City of Vancouver's engagement in the Interstate Bridge Replacement Program.

Request for Qualification packets may be examined online at: cityofvancouver.bonfirehub.com.

Questions or Requests for Clarification must be sent to Michael Woods, Senior Procurement Specialist, via email to Michael.Woods@cityofvancouver.us and be received by **4:00 p.m. on February 3, 2023**. Incomplete or late inquiries may not be considered. If required, an addendum addressing these matters will be issued by no later than **5:00 p.m. on February 8, 2023**.

The City reserves the right to cancel this Request or reject any and all statement of qualifications submitted or to waive any minor formalities of this call if the best interest of the City would be served.

Proposers may not withdraw statements of qualifications after set due date and time, unless award of contract is delayed for more than ninety (90) days.

Sealed statements of qualifications must be received by the City no later than **3:00 PM (Pacific Time) Wednesday, February 15, 2023**. Submissions received after the specified time will not be accepted. The City of Vancouver is not responsible for delays in delivery. Official delivery time shall be documented by City affixed time stamp.

Statements of qualifications submitted via the United States Postal Service (USPS) must be addressed: Procurement Services Manager, City of Vancouver, P.O. Box 1995, Vancouver, Washington 98668-1995. In some cases, acceptance of submissions requiring a signature may be delayed due to City staff not being available to sign for deliveries.

Statements of qualifications submitted in person or via courier, UPS or FedEx must be addressed: Vancouver City Hall, Customer Service Desk, 1st Floor Lobby, 415 W. 6th Street, Vancouver, Washington 98660. USPS will NOT deliver to the street address.

Statements of qualifications must be in a sealed envelope, and clearly marked **"RFQ 7-23 Support Services for the City of Vancouver's Engagement in the Interstate Bridge Replacement Program."**

Statement of qualifications submitted electronically must be submitted through the City's Procurement portal: cityofvancouver.bonfirehub.com. Proposals submitted by **FAX** or **EMAIL** will **NOT** be accepted.

The City is committed to providing equal opportunities to State of Washington certified Minority, Disadvantaged and Women's Business Enterprises.

The City of Vancouver in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252,42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Michael Woods

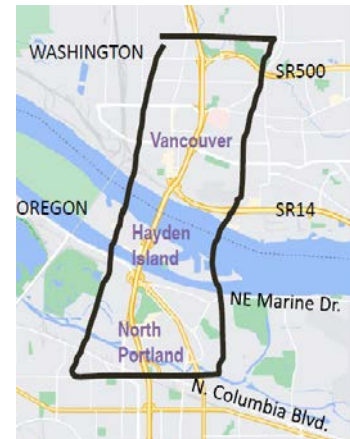
Michael Woods, Senior Procurement Specialist

B. Introduction

The City of Vancouver encompasses 48.61 square miles and has a population of nearly 200,000. Located within Clark County Washington, the City and its unincorporated Urban Growth Area are some of the fastest growing areas within the Portland-Vancouver-Hillsboro Metropolitan Statistical Area, with the City increasing 13.9% in population between the 2010 and 2020 census. The City extends along the north shore of the Columbia River, 100 miles upstream from the Pacific Ocean, and serves as a hub for a variety of economic, commercial, and retail opportunities for communities in the Southwest Washington region, while also functioning as a critical node in the overall Washington/Oregon bi-state region. Vancouver is located along the Interstate 5 and 205 corridors, and is directly accessible to Portland, OR to the south via the Interstate Bridge and Glenn L. Jackson Memorial Bridge. The City is served by C-TRAN as its primary public transportation agency.

C. Background

Interstate 5 is the primary thoroughfare connecting Vancouver to the City of Portland to the south, and Seattle a few hours to the north, and is a critical west coast trade route connecting the US, Canada and Mexico to international markets. Efforts are currently underway to replace the I-5 bridge crossing the Columbia River connecting Vancouver and Portland – and the larger Southwest Washington and Portland Metro region - with construction anticipated to begin early 2026. The replacement project, the [Interstate Bridge Replacement Program](#) (IBRP) necessitates redesign of associated interchanges and vehicular lanes, the addition of a new dedicated guideway for transit, and new active transportation facilities to access new light-rail stations, or to travel through the new configurations to reach points east and west. In addition, a new “Community Connector” over I-5 to connect Downtown Vancouver on the west and a Historic Reserve on the east is planned.



Interstate Bridge Replacement Program

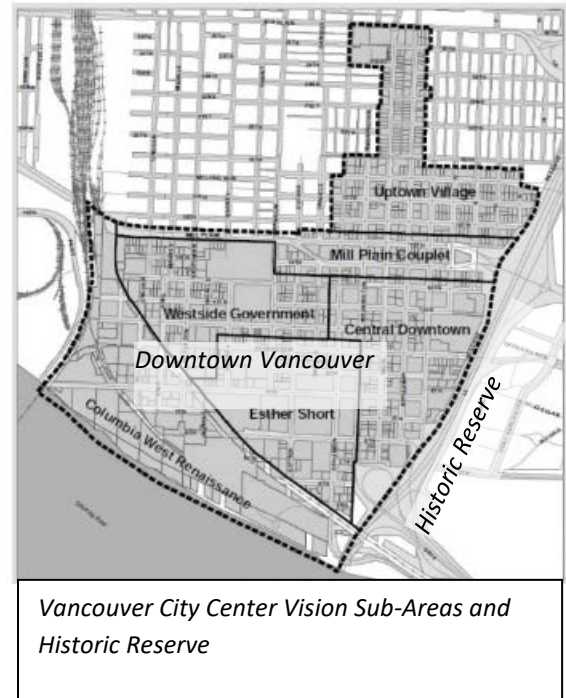
In July 2022, a [Modified Locally Preferred Alternative](#) (MLPA) for the IBRP was agreed to by the Program’s eight core agency partners, including the City of Vancouver. The next phase of the program includes environmental review and documentation that will result in a Supplemental Environmental Impact Statement (SEIS) in accordance with the National Environmental Policy Act (NEPA). In addition to environmental review and documentation, a broader urban design analysis and refinement process will be undertaken to address architectural and aesthetic considerations, urban design goals and strategies, and the integration of two transit systems within Vancouver’s Downtown. All of this work will culminate in a Record of Decision (ROD) that identifies a preferred alternative and is currently planned for completion in 2024.

Through the SEIS and design process, the City of Vancouver is looking to ensure it leverages all possible opportunities within the Bridge Influence Area (BIA) to create:

- connected and safe multimodal access with efficient circulation for all users to access new transit facilities, as well as move through the bridge influence area
- a framework for seamless integration of transit with all modal networks and land uses within the core of Downtown Vancouver
- new plans for placemaking and open space enhancement, and
- new and redevelopment opportunities and strategies.

The opportunities must reflect the City of Vancouver’s community values to the greatest extent possible while mitigating any potential negative externalities.

This phase of the IBRP comes at a time when Vancouver is undertaking an update to its Comprehensive Plan and Transportation System Plan. However, an update to the City’s primary planning document for the Downtown area, the [Vancouver City Center Vision Plan](#) (VCCV), is not anticipated to begin until 2026, which falls outside the IBR planning timeline. This means that there is a need to ensure a proactive approach to planning for how IBRP elements best integrate into the Downtown, Historic Reserve, and portions of the Waterfront areas in a way that is forward-thinking, that can be integrated into the VCCV in the future, and that aligns with guiding principles and policies for the Comprehensive and Transportation System Plan updates. To do this, the City is advancing work focused primarily – though not exclusively — within the Central Downtown sub-area



which will experience a majority of changes in circulation, transit integration, and use of land through the IBRP. It is also, importantly, the connecting point of three C-TRAN bus rapid transit (BRT) lines, robust fixed route bus service, forthcoming light rail investment, and an extension of Main Street south from 5th Street to the Columbia River.

Interstate Bridge Replacement Program (IBRP) Elements

The scale of investment and change resulting from proposed IBRP improvements is a once-in-a-generation occurrence. The following provides additional context on primary Program elements that will impact Downtown:

Bridge Replacement

The bridge replacement across the Columbia River will drastically alter the landscape between Vancouver’s Downtown, the Historic Reserve, its Waterfront, and points north. One of the primary changes will be the height of the bridge with current spans that sit approximately 72’ high (at the highest fixed span) to spans that sit at a minimum of 116’ to a maximum of ~178’. Though it is anticipated that the bridge will include two spans, at this point there has not been final decision on whether there will be two spans or a stacked span and thus the width of the bridge is also unknown. Within the Waterfront area piers to support the bridge will be another primary element that does not exist today.

Interchange Enhancements

The new river crossing will necessitate shifting and, in some cases (SR-14 and Mill Plain), elevating existing intersections and connections to local roads. Within Vancouver this shifting will impact

four interchanges along the I-5 corridor, namely SR14, Mill Plain, Fourth Plain, and SR500. Access to all four interchanges will be enhanced with new active transportation connections and transportation system management techniques.

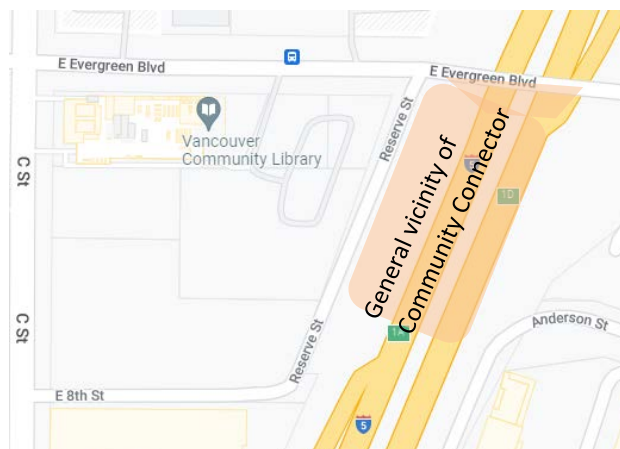
Where parcels of land near the interchanges may not have access alternatives and there is not development potential, the Program is looking to ensure maximization of use for stormwater retention, habitat mitigation, climate mitigations, parking, and/or other activities. Where areas for development potential arise through redesign and relocation of existing infrastructure, the City and Program are looking to evaluate potential and feasible uses that could be designed and constructed through the Program and/or refined by the City in future efforts.

Transit Guideway and Park & Ride Sites

A new dedicated guideway for light rail transit (LRT) will run adjacent to the new I-5 bridge between the existing Expo Center light rail station in Portland to a terminus in Downtown Vancouver near E. Evergreen Boulevard. There are two LRT stations in Vancouver under consideration, one near the Waterfront and one that is currently assumed to be integrated with a development at an existing vacant parcel referred to as “Library Square” adjacent to the Vancouver Community Library. The exact station locations and design will be determined through the SEIS phase. Also unknown at this time is the potential need, size, and location(s) for Park & Ride facilities or changes to existing C-TRAN facilities associated with the new LRT stations.

Community Connector

A new, non-vehicular lid, or “Community Connector”, over I-5 connecting Vancouver’s Downtown core on the west side of I-5 to the Historic Reserve on the east side of I-5 is included in the MLPA. The exact placement and size of the lid is to be determined but is anticipated to extend from approximately E. Evergreen Blvd. to the vacant parcel of land immediately south of the Vancouver Library on the west and just north of the



Post Hospital within the Historic Reserve area on the east. This connector is an opportunity to create new safe connections across the freeway for people walking, biking, rolling and using mobility assistive devices, and to enhance access to new transit investments.

Shared Use Path

A new shared use, multimodal path is another critical component of the IBRP. The path will likely run along the east side of the new river crossing bridge, connecting from Hayden Island in Portland to the Waterfront area in Downtown Vancouver. Design alternatives for a shared use facility were developed during the Columbia River Crossing Project and, while portions of those design alternatives may be carried forward through the IBR Program, there is much work to be done to determine the size, scale, scope, full alignment and aesthetics of the facility, in addition to connections to existing and future multiuse paths in Vancouver

D. Scope of Work

With the coming changes in the size, location, and types of infrastructure footprints as noted above, the City needs to proactively plan for responding to these changes and is seeking consultant support in that effort. Consultant tasks and deliverables as further outlined below will focus on:

- changes in multimodal circulation
- integration and design of transit facilities in the Central Downtown core in a way that can inform new development and respond to existing land uses
- establishing a set of urban design principles that are consistent with the City's policy goal of establishing 15-minute neighborhoods and fostering a diverse mix of land uses including retail, employment, and housing opportunities
- opportunities for placemaking, human-scale design, and the use of open space that responds to community desires and needs, and
- the siting and design of spaces for new development and of potential relocations.

Consultant deliverables must respond to the specific context and potential future conditions in the City of Vancouver and be developed in a manner that support recommendations identified by the City, the IBRP team and partners, C-TRAN, and the community. Deliverables must be responsive to community feedback collected from the Strategic Plan Update and Comprehensive Plan visioning efforts, and the land use framework that is established during the Comprehensive Plan for the downtown context. Deliverables must also reflect a level of analysis and design that goes beyond what is developed by the IBRP team.

The City's lead for the IBRP (Sr. Policy Advisor) will be assigned as the City's Project Manager (PM) for the initial phase of this project and will be responsible for day-to-day oversight and management of the selected consultant. Other staff may be assigned as leads for portions of the work outlined below.

Tasks and Deliverables:

1. **Project Administration:** Clear and consistent communication with the City's PM as well as participation in meetings as discussed and agreed to in the consultant scope and with the project manager.

Tasks:

- a. **Check-In Meetings:** Participate in check-in meetings with the PM and other defined City and partner representative(s) for the duration of the contract. Other partners will include C-TRAN and IBR Program staff. Representatives from the Port of Vancouver and/or the Regional Transportation Council may also be engaged. The check-in meetings will be weekly unless otherwise defined and are intended to provide the vendor and the City dedicated time to address ongoing project needs, status updates, and agreed-upon follow-up. C-Tran and/or IBR Program staff may also engage in these meetings.
- b. **IBRP Meetings:** Participate in IBRP meetings as determined in consultation with the PM to monitor traffic and transit analyses, development of design options, and overall Program direction.
- c. **Elected and Community Leader Meetings:** Consultant may be asked to engage with the City's and/or partner agency Council, Boards, Commissions, stakeholder groups, advisory groups, external regulatory agencies, and the general public.
- d. **Work Product Records:** Consultant shall be responsible for providing and maintaining an accessible method to access iterative and final work products, meeting summaries, progress reports and invoices, and manage communications between the PM, other City staff, IBR Program staff, and Consultant team. Examples may include but are not limited to FTP sites, Microsoft Teams, Asana, Miro, or any other combination of methods that is suitable to meet the needs of the project scope. Upon conclusion or termination of Consultant contract, the City of Vancouver shall have access to and ownership of all work products.

Deliverables:

- a. **Check-In meeting summaries:** Following check-in meetings, submit high-level summaries that include defined follow-up action items/tasks and associated timelines, staff, and resource needs associated with those tasks. The summaries shall be submitted to the PM within one working day of check-in meetings. Format of the summaries can be defined during the initial check-in meeting.
- b. **IBRP Meetings:** Attendance and participation at IBR Program meetings as defined in consultation with the PM.
- c. **Elected and/or Community Meetings:** Engagement with elected and external stakeholders as agreed to during check-ins with the PM.

- d. Progress Reports: Reports describing work completed and an associated invoice noting costs per task as well as a total of all costs spent to date on the contract should be submitted to the PM by the end of each month.
- e. Final Report: By conclusion of the consultant contract end date, a final report shall be submitted to the PM that includes, at a minimum, a final memorandum submitted to the PM that provides an overview of consultant work and includes a compilation of deliverables noted for each of the sections below.

2. Multimodal Circulation Analysis

Circulation within Downtown Vancouver will change with implementation of IBRP components, C-TRAN's 20-year Transit Development Plan (TDP) that is currently underway, and through implementation of the City's updated Transportation System Plan. The IBRP is beginning development of transit circulation options that account for these changes and with the intent to define the most effective and efficient integration of C-TRAN services — including scenarios for alignment and frequency adjustments of existing and planned C-TRAN services — with new TriMet light rail transit service that will operate within the new dedicated guideway between Expo Center and Downtown Vancouver. The City is seeking consultant support to engage in the circulation analysis to further define potential impacts, opportunities and benefits from coming changes to transit and other travel modes such as driving, walking, bicycling, and small mobility devices.

Tasks:

- a. Review and provide feedback on IBRP's traffic analysis.
- b. Review and provide feedback on IBRP's transit optimization analysis.
- c. Develop recommendations on phasing of transit circulation improvements *within the full VCCV area* based on IBRP traffic and transit analyses, C-TRAN's TDP, and the City of Vancouver Transportation System Plan Update.
- d. Develop recommendations of which streets are preferred connections for bicycles/small mobility devices, transit, special streets, etc., and how they tie into new bridge-related infrastructure or move through newly accessible areas from changes to the bridge footprint.
- e. Develop circulation options for active transportation that connect from the new multi-use path crossing the river into and out of the core of Downtown and the Historic Reserve.

Deliverables:

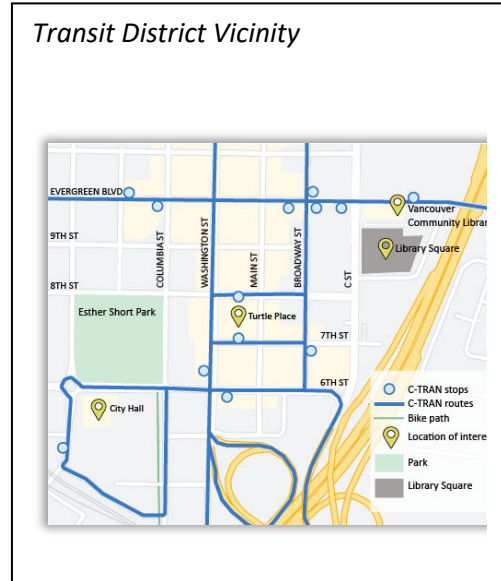
- a. Recommendation of prioritization of multimodal network circulation improvements within the full VCCV area.
- b. Recommendations for design treatments at important intermodal connection points.

3. Urban Design Framework for Central Downtown Transit District

On the west side of I-5 in Downtown Vancouver the concept of a “Downtown Transit District” is emerging. This area is where C-TRAN and TriMet transit services will integrate, and the City wants to develop an urban design framework for priority roadway and public space investments that enhanced connectivity to transit and broad multimodal access.

Tasks:

- a. Development of Urban Design guidelines and principles for the Downtown Transit District.
- b. Urban design options for key intersections, corridors, and potential park and ride facilities.



Deliverables:

- a. Compilation of urban design guidelines and principles for the Downtown Transit District.
- b. Urban design alternatives for:
 - 9th Street “Special Street” Corridor between I-5 and Columbia Street (focus on prioritizing active transportation modes)
 - Evergreen Blvd. between Ft. Vancouver Way and Broadway
 - New Transit Station near Evergreen/Library Square developed in coordination with IBR design efforts (including bus interface, vehicle circulation, pedestrian and bike access, drop-off zones, any potential park and ride connections, systems infrastructure locations, and other elements as determined during the design process).
 - Potential new Park & Ride facility or facilities
 - On-street transit infrastructure and wayfinding
 - Integration of Transit District area with a new Community Connector (refer to “Placemaking” section below for additional detail).

4. Placemaking and open space planning

Opportunities to create new spaces with dynamic representation of the City's urban design features and themes will emerge from the IBRP. There are key locations the City seeks to emphasize these opportunities as noted in the following:

a) Waterfront

The Vancouver Waterfront has experienced rapid growth of residential, office, retail, and restaurants over the past decade and has become a key anchor within Downtown. The Waterfront Renaissance trail connects to the urban Downtown core and to the Vancouver Land Bridge into Fort Vancouver National Park. The Port of Vancouver's Terminal One development and the Kirkland development directly adjacent to the bridge on the east side of I-5 will further change the look and feel of this major regional destination. C-TRAN's Highway 99 BRT Project will connect that area to downtown with fast and frequent Vine service. There are significant design opportunities along the Waterfront in the vicinity of the IBRP.

Tasks:

- a. Develop a process for community engagement resulting in design options for new active use(s) under an elevated bridge that respects the history of tribal uses along the Waterfront and that elevates the voices that historically have been disproportionately impacted by the construction of Interstate 5.
- b. Identify streetscape and urban design options for that integrate and respond to a new elevated Waterfront LRT and street-level BRT station, potential Park & Ride facility or facilities, and new multi-use path crossing the river.

Deliverables:

- a. Recommendation for design and land use strategies under the bridge at the Waterfront. Strategies should be context sensitive, and respond to potential externalities such as noise, air quality, vibration, visual impacts, among others. This should also consider ways to integrate new design into existing park and regional trail facilities both east and west of the site.
- b. Streetscape and urban design options in the Waterfront area.
- c. Consideration of how to connect the new shared use multimodal path from the bridge down to street level grade in a way that is functional, aesthetic and integrates into the vision for waterfront park use.
- d. Evaluation of potential building massing and arrangement within the defined project area, and an analysis of strengths, weaknesses, and opportunities associated with a variety of different configurations.

- e. Evaluation of strategic opportunities for intervention of green infrastructure, tree plantings, and activated public spaces on both parcels of land and public right of way.
- f. Recommendation of a general set of design principles that reflect the City's adopted goals and policies and respond to context sensitivity within the Bridge Influence Area.

b) Main Street

With rebuilding of the SR14 interchange, the street network in a portion of Downtown will be realigned, opening the opportunity to extend Main Street from approximately 5th St. to the waterfront area (exact location TBD). In addition, by the end of 2023 the City will conclude design of a project to enhance Main St. between 5th and 15th Streets. (see: [Main Street Promise](#)). That project and this urban design effort will need to be closely aligned.

Tasks:

- a. Coordinate with the Main Street Promise project to develop urban design principles for the Main Street Corridor from 15th Street to the Waterfront.
- b. Develop sketches of streetscape enhancements along the Main Street corridor that integrate design components from the Main Street Promise project and that respond to the new transportation network resulting from IBR Program components.

Deliverables:

- a. Streetscape enhancement options for the Main Street corridor between the Waterfront and 15th Street.

c) Community Connector

During the Columbia River Crossing Project there were design alternatives developed for the lid/cap covering I-5 ("Community Connector") that will connect Downtown Vancouver near E. Evergreen Blvd. and the Vancouver Library area to the Historic Reserve near the Post Hospital. Those concepts are not intended to be replicated through the current design process, as there have been physical and contextual changes that require development of new design and public use options.

Tasks

- a. Develop a set of key design principles and outcomes that are of importance for the City in development of the Community Connector.
- b. Define the purpose and use for the connector space that effectively integrates into the historic resources to the east and transit-based development to the west.

Deliverables

- a. Design options for integration of the new Community Connector between Downtown and the Historic Reserve area.
 - b. Develop a minimum of three (3) design concept renderings from a ground level, user experience on the community connector, that integrate design concepts associated with the Evergreen high-capacity transit terminus.
 - c. Consider/recommend the size and configuration of the connector space based on IBR project elevations and the connector purpose and use concept that is developed.
- d) City-owned property within the Historic Reserve
- Within the Historic Reserve area, the City owns a parcel of land at 605 E. Evergreen Blvd. that was formerly a Police Headquarters building. This building is under consideration for re-use and may be integrated with components of the IBR Program.

Tasks

- a. Engagement in planning for potential uses of the City-owned property within the Historic Reserve as determined through discussion with the City and IBRP.
- b. This effort should be closely aligned with the adjacent community connector concept. We are seeking an integrated vision for this area.
- c. This effort should be context sensitive to the wide range of historic and cultural resources present in the Vancouver National Historic Reserve. At the same time, opportunities should be considered that could expand the historic and cultural diversity in this area.

Deliverables

- a. Conduct community engagement to assess needs and opportunities for this property. This should include discussions with The Historic Trust, National Parks Service, relevant Tribes and other groups or individuals.
 - b. Develop a list of options for redevelopment of this property and reuse of the building.
 - c. Develop a site master plan that integrates into the community connector and Library Square.
5. Redevelopment opportunities and strategies
- With realignment and integration of new infrastructure there are many opportunities to create new buildings and associated infrastructure. There is also potential for redevelopment of existing buildings, and relocation of businesses, residences, or other.

Tasks

- a. Identify newly created redevelopment parcels in the Bridge Influence Area.

- b. Identify and prioritize redevelopment opportunities in the Downtown core.
- c. Develop design options for primary redevelopment parcels and areas within the Downtown core. At a minimum, we anticipate the following areas: Main Street south of 5th Street, the vacant parcel immediately south of the Vancouver library where the new light rail transit will terminate (“Library Square”), the planned pedestrian corridor along 9th Street west of Library Square, and all City-owned properties within the Bridge Influence Area.
- d. Recommend new locations within Downtown core for planned business relocations resulting from IBRP.
- e. Engage in development of and recommendations related to IBRP Community Benefits Agreement.

Deliverables

- a. Inventory of redevelopment opportunities of Downtown core resulting from the IBRP including initial assessment of development potential.
- b. Redevelopment plans, including potential design options, for highest priority redevelopment opportunities.

E. Required Experience, Knowledge, Skills and Abilities

Given the highly visible and wide-reaching nature of this work, the City is seeking a consultant or consulting team with a wide range of backgrounds, skills, perspectives, and knowledge of the Southwest Washington/Portland Metro region and the City of Vancouver in particular. Respondents must have experience working at the intersection of land use, urban design, and transportation and will be evaluated based on the ability to demonstrate expertise, skills, and abilities in the following:

1. Project Administration
 - Ability to meet deadlines within a fast-paced project.
 - Ability to develop visually compelling, easy to understand, meaningful and concise final document and iterative works, and the ability to deploy a variety of digital and non-digital methods to receive input and communicate findings with interested parties and the general public.
2. Multimodal transportation analysis and planning
 - Analysis of traffic operations and circulation.
 - Multimodal network and circulation planning.
 - Transit planning expertise.
 - Best practices and facility design for the integration of many modes in dense urban environments.
3. Urban Design
 - Experience developing urban design alternatives for large-scale, multi-partner, and multi-component projects.
 - Ability to develop exceptional quality design alternatives that reflect aesthetic and architectural desires of the community while meeting federal, state, and local regulatory requirements.

- Ability to create 3 dimensional visualizations and models that support policymaker and community understanding of potential impacts and benefits of various design and structural alternatives. Experience utilizing interactive software or scenario planning tools such as ArcGIS Urban or City Engine are highly desired.
 - A fundamental understanding of integration of climate and equity in the design process and outcomes.
4. Placemaking and Open Space planning
- Ability to create design options that support broad public access, inclusion and community building; include world class placemaking elements that celebrate Vancouver’s history and diverse cultures; encourage a variety of uses and activities, including active programming; are safe and provide a sense of comfort; and reflect best practices in accessibility and universal design.
 - Proven experience developing plans that integrate climate and equity into placemaking that are responsive to feedback received during public engagement efforts.
5. Development and Redevelopment
- Experience in site redevelopment planning & feasibility, public-private partnerships, and transit-oriented development.
 - Experience developing economic development and redevelopment strategies including transit-oriented development opportunities and public-private partnership frameworks.

F. Approximate Timeline

RFQ Issued:	January 13, 2023
Questions Due:	February 3, 2023
Final Addendum Issued:	February 8, 2023
STATEMENTS OF QUALIFICATIONS DUE:	February 15, 2023

G. Addendum

It is the sole responsibility of the proposer to learn of Addenda, if any. Such information may be obtained at: cityofvancouver.bonfirehub.com. The City of Vancouver accepts no responsibility or liability and will provide no accommodation to proposers who fail to check for addendums and submit inadequate or incorrect responses.

H. Information

Questions or Requests for Clarification must be sent to Michael Woods, Senior Procurement Specialist, via email to Michael.Woods@cityofvancouver.us and be received by **4:00 p.m. on February 3, 2023**. Incomplete or late inquiries may not be considered. If required, an addendum addressing these matters will be issued by no later than **5:00 p.m. on February 8, 2023**.

I. General Information Form

The GENERAL INFORMATION FORM, on the next page, is designed to serve as the cover sheet. Do not attach cover letters, title pages, or blank sheets ahead of this form, nor substitute letterhead paper for it. If additional space is needed, plain paper may be attached behind this

form. This form must be signed by a person authorized to submit proposals and enter into contract negotiations on behalf of your agency. This individual must be at least 18 years of age. **Failure to submit this form will result in your proposal being deemed non-responsive and rejected.**

SECTION 2: PROPOSAL SUBMITTAL AND EVALUATION INFORMATION

GENERAL INFORMATION FORM RFQ 7-23 SUPPORT SERVICES FOR THE CITY OF VANCOUVER'S ENGAGEMENT IN THE INTERSTATE BRIDGE

This form must be signed by a person authorized to make proposals and enter into contract negotiations on behalf of your entity. **To be considered for this project, the submittals must be completed in accordance with this RFQ and this RFQ cover sheet must be attached.**

Failure to submit this form will result in your proposal being deemed non-responsive.

Authorized Official (Signature)

Date

Print Name of Authorized Official

Title of Authorized Official

Company Name

Contact Person

Address

City, State, Zip

Phone Number

Fax Number

E-Mail Address

Federal Tax ID #

NOTE: It is the sole responsibility of the Consultant to learn of Addenda, if any. Such information may be obtained at cityofvancouver.bonfirehub.com.

A. Submittal Requirements & Procedure

Submittal Requirements: Statements of qualifications should be concise and only include information requested.

- Proposals can be submitted via the Procurement Portal or in hard copy through USPS, FedEx or UPS. Proposals submitted electronically do not need to be submitted in hard copy.
- Proposers submitting in person or through a courier, UPS, USPS, or FedEx are to provide: 1 signed, original copy of Proposal and; 1 electronic copy of Proposal - **USB thumb drive** (MS Word, MS Excel compatible or pdf files)
- Page size: **8.5" x 11"**
- Minimum font size: **12 point**
- Maximum number of pages: **20** double sided (**40** single sided)
 - o **INCLUDED** in the page count: Evaluation Criteria responses, charts, graphs, pictures, resumes, samples of previous work products if requested, and all other text.
 - o **NOT INCLUDED** in the page count: General Information Form (**Failure to submit this Form may render the proposal non-responsive and therefore void**), section dividers, and front and back cover.

Submittal Procedure: Proposals are to be submitted in a sealed envelope and labeled:

**RFQ 7-23 Support Services for the City of Vancouver's Engagement
in the Interstate Bridge**

- Responses due no later than: **3:00 P.M. (Pacific Time), Wednesday, February 15, 2023.**

Proposers may submit proposals online through the City of Vancouver's Procurement Portal cityofvancouver.bonfirehub.com. Instructions on how to submit through the portal are available through the help function within the website.

Delivery Address:

(In Person, Courier, UPS or FedEx)
Procurement Services Manager
City of Vancouver
Customer Service Desk
1st floor lobby
415 W. 6th Street
Vancouver, WA 98660

Mailing Address:

(USPS does **NOT** deliver to City Hall)
Procurement Services Manager
City of Vancouver
PO Box 1995
Vancouver, WA 98668

- All statements of qualifications must be delivered **AND** received by Procurement Services by the time/date listed.
- Proposers shall allow enough time for delivery to occur. Official City time/date stamp shall be the sole means used to determine time/date of receipt/acceptance of Proposals.
- Statements of qualifications submitted by **EMAIL** or **FAX** will not be accepted.
- Deliveries requiring a signature may not be delivered in a timely manner as our receiving point is not staffed at all times and may not be available to sign at the time of delivery.
- USPS does **NOT** provide delivery services to City Hall.
- City PO Box mail is usually collected once each business day. Mail received after that time will not be collected until the next business day, and therefore possibly not received by the City by the due date and time.
- Proposals received after the listed date and time will not be accepted. The City of Vancouver is not responsible for delays in delivery.

B. Evaluation Process

The City will determine the most qualified proposer based on the Evaluation Criteria listed using predetermined weights and the responsiveness of the Proposal. A subsequent round of interviews may be used to evaluate finalists.

The City reserves the right to conduct interviews of a short list of proposers. If the City decides to conduct interviews, the interview sessions will be evaluated in a manner similar to the response. Topics covered in the interview session shall include the topics listed hereinbefore under the “Evaluation Criteria” section plus any additional, relevant topics which may arise during both the formal presentation and the question and answer portions of the interview. If interviews are conducted and if your firm is selected for an interview, you will be contacted by the City for next steps.

C. Evaluation Criteria

These instructions were prepared to aid in proposal development. They also provide for a structured format so reviewers can systematically evaluate several proposals. Each copy of the proposal package must include all of the sections in the order indicated. Attachments should be clearly referenced and identified to facilitate the review process. Each statement of qualifications shall include:

- 1. Project Approach and Understanding:** Information under this section should include, but not be limited to, your understanding of the City’s requirements, and a proposed project schedule and your firm’s approach:
 - a. Demonstrate a clear understanding of the project by providing a concise, description of how you propose to resolve the issues identified in this RFQ.

- b. Provide a detailed description of proposed services and the means and methods to be used to accomplish the tasks identified in the Project Scope section. This work plan will detail team assignments and narratives of work approach and work force, and schedule of activities with time allocations.
- c. Provide a detailed description of the firm's approach to overall project management, allocation of resources, and integration of all activities required by the Project Scope.
- d. Provide details describing lines of authority and responsibility, and how your firm will respond proactively to problems and changes to the Project Scope.

2. Proposer Capabilities & Qualifications: Provide an overview of the proposer's organization, size and experience; major clients; areas of expertise; approximate number of staff assigned to the project; unique qualifications of the proposer; and other matters that the proposer feels would assist the City in the evaluation process.

- a. Provide company description; include number of years in business, size, specialties, etc.
- b. Provide name, title, brief description of duties, years of pertinent experience and availability for each staff member that will be assigned to this contract.
- c. Describe other resources your firm intends to commit to provide the required services under this contract.
- d. Provide a detailed explanation describing how your firm, and the personnel assigned to this project, will perform the work required while also working on other on-going projects.
- e. Provide a list of best practices your company utilizes when making recommendations.
- f. Provide information describing previous experience with governmental agencies (preferably cities) for similar contracts that best characterize your firm's capabilities and work quality.
- g. Provide the name and address of any sub-consultant that may perform work under this contract and what services they may provide. Include information about their pertinent experience and the name, title and brief description of duties and years of related experience for each staff member that will be assigned this project.

3. References: Provide at least three (3) references from other local government projects of similar size and scope performed within the last seven (7) years.

D. Evaluation Scoring

The City's choice of Consultant will be made by evaluating the Statements of Qualifications submitted. Each proposal received in response to this RFQ will be evaluated and scored as follows:

1. General Information Form (Pass/Fail)
2. Project Approach and Understanding (45 points maximum)
3. Proposer Capabilities and Qualifications (45 points maximum)
4. References (10 points maximum)

E. Award of Contract

The City will attempt to reach a final agreement with the highest scoring responding proposer. However, the City may, at its sole discretion, terminate negotiations and reject the proposal if it appears agreement cannot be reached. The City may then attempt to reach a final agreement with the next highest scoring proposer and may continue on, in the same manner, with remaining proposers until an agreement is reached.

Award of the contract shall be made with reasonable promptness by giving verbal and written notice to the proposer whose proposal best conforms to the request, receives the highest score through the evaluation process, and which will be the most advantageous to the City. It is the intent of the City to award a contract on a fair and competitive basis. All performance and technical standards stated in the RFQ must be met as a condition of proposal acceptance.

The successful proposer will be required to enter into a written agreement with the City in which the proposer will undertake certain obligations. These obligations include, but are not limited to, the terms and conditions (T&Cs) listed on the attached Sample Professional Services Agreement (see Attachment "A") which are meant to be non-negotiable, but may be modified at the City's sole discretion. This RFQ and the successful Proposer's response shall be incorporated in and become a part of the final contract.

In the event that a proposer has concerns with said terms and conditions, they must address those concerns within the submitted proposal. Requests to modify the T&Cs after the solicitation's closing date and time will not be considered. The City will consider all concerns but is not obligated to change any part of said T&Cs.

If required, upon successful completion of contract negotiations, a recommendation will be forwarded to City Council for approval. Until approved by City Council, no contract can be executed and no award is final.

F. RFQ General Terms and Conditions

Reimbursement

The City will not reimburse proposers for any costs involved in the preparation and submission of responses to this RFQ or in the preparation for and attendance at subsequent interviews. Furthermore, this RFQ does not obligate the City to accept or contract for any expressed or implied services. The City reserves the right to request any Consultant to clarify their proposal or to supply any additional material deemed necessary to assist in the evaluation of the Consultant.

Cooperative Purchasing

The Washington State Interlocal Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By responding to this RFQ, Consultants agree 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.

Public Records and Proprietary Material

Proposers should be aware that any records they submit to the City or that are used by the City even if the proposers possess the records may be public records under the Washington Public Records Act (RCW 42.56). The City must promptly disclose public records upon request unless a statute exempts them from disclosure. Proposers should also be aware that if even a portion of a record is exempt from disclosure, generally, the rest of the record must be disclosed. Exemptions, including those for trade secrets and "valuable formula," are narrow and specific.

Proposers should clearly mark any record they believe is exempt from disclosure.

Upon receipt of a request for public disclosure, the City will notify the RFQ proposer of any public disclosure request for the proposer's proposal. If the proposer believes its records are exempt from disclosure, it is the proposer's sole responsibility to pursue a lawsuit under RCW 42.56.540 to enjoin disclosure. It is the proposer's discretionary decision whether to file such a lawsuit. However, if the proposer does not timely obtain and serve an injunction, the City will disclose the records, in accordance with applicable law.

Protests

Pre-Bid or Solicitation Phase Protest

The City must receive such a protest at least five (5) Days prior to the bid opening or proposal/qualifications due date. These protests are to be submitted to the Procurement Specialist overseeing the project.

Upon receipt of the protest the Procurement Specialist shall review the concerns outlined and consult with the necessary parties as need. The Procurement Specialist shall reply to the protest within three (3) Days.

Pre-Award Protest

The City must receive such a protest within three (3) Days after bid opening or notification of intent to award for Request for Proposals/Qualifications. These protests are to be submitted to the Procurement Manager. Copies of the protest may be provided to the bidder against whom the protest is made if they are not copied on the original protest. At that time, the bidder whom the protest is made against can respond in writing to the Procurement Manager, within two (2) business days to the issues brought forward by the Protestor.

The Procurement Manager, upon receipt of the protest, shall review all of the issues brought forward in the protest and consult with the necessary parties as needed. All available facts will be considered. The Procurement Manager shall respond, in writing, to all parties within ten (10) Days after receipt of the protest. If more time is necessary to complete a thorough review the Procurement Manager will notify all parties involved.

The Procurement Manager shall not award the project to anyone other than the protesting bidder without first providing at least two (2) Days' written notice of the City's intent to award.

For more information, see the City of Vancouver Procurement's Protest Policy at

<https://www.cityofvancouver.us/fms/page/terms-and-conditions>



**CITY OF VANCOUVER
SERVICES AGREEMENT**

No. _____

This Services Agreement (hereinafter referred to as the “Agreement”) is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington, (hereinafter referred to as the "City") and **Contractor Name** (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the “parties” or individually as a “party”.

WHEREAS, the City desires to engage the Contractor to perform services as described in this Agreement; and

WHEREAS, the City advertised and issued a Request for Proposal, numbered 7-23 (hereinafter referred to as the “solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor be capable of performing the required services; and

WHEREAS, the Contractor represents by entering into this Agreement that it is fully qualified to perform the services described herein in a competent and professional manner, and to the full satisfaction of the City.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

- 1. SCOPE OF WORK:** The Contractor agrees to provide the City all services and materials set forth below and in the scope of work identified in Attachment "A", and as further described in the City’s solicitation, and the Contractor’s responsive proposal to the City’s solicitation, (collectively referred to herein as the “work”) which are each incorporated herein by this reference, and made a part of this Agreement as if fully set forth herein.

Consultant to provide support services for the City of Vancouver’s engagement in the interstate bridge replacement program.

All work must be authorized and approved by the City's Project Manager before any work can begin. The Contractor shall approach each project in a manner consistent with its usual customary business practices. The Contractor shall actively seek collaborative input from City staff.

2. **COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed \$ ###,###.## USD.

This payment shall be maximum compensation for the work and for all labor, materials, supplies, equipment and incidentals necessary to complete the work as set forth herein, and it shall not be exceeded without the City's prior written authorization in the form of a negotiated and executed amendment.

Compensation is limited to the amount specified for each specific task and/or sub-task, unless amended in writing. The City requires the Contractor to complete the work stated within the number of hours stated for each task, and/or sub-task, or the lump sum amount. If compensation is made on an hourly basis and the work requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If the Contractor underestimated the number of hours required to perform the work, the Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must be acceptable to the City, at the sole discretion of the City.

Travel expenses are limited to airfare, or mileage at the current IRS rate, and lodging at the U.S. General Services Administration rates. The Contractor is solely responsible for its staff's travel time, including travel to and from the City of Vancouver. The City will reimburse only pre-approved miscellaneous Contractor expenses at-cost upon submission of receipts to City.

3. **PAYMENT FOR CONTRACTOR SERVICES:** The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net thirty (30) days.

The City reserves the right to correct any invoices paid in error. The Contractor shall be paid according to the rates set forth below: *in Attachment "B", incorporated herein by this reference, and made a part of this Agreement as if fully set forth herein.*

City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City's contract/purchase order (PO) number given on the notice to proceed **must** be referenced on any invoice submitted for payment.

4. **TERM OF AGREEMENT:** The term of this Agreement shall commence on **Month Day, Year** and continue until **Month Day, Year**. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.
5. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor's responsive proposal to the City's solicitation, and the City's solicitation.
6. **RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.
7. **SUBCONTRACTING:** The City does not permit subcontractors for the work performed under this Agreement. The Contractor shall not subcontract for the performance of any work under this Agreement without prior written permission of the City.
8. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.
9. **DELAYS AND EXTENSIONS OF TIME:** If the Contractor is delayed at any time in the progress of the work covered by this Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by the Contractor and the City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City.
10. **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 Agreement, 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, and any know-how, methodologies or processes used by the Contractor to provide the services or project deliverables under this Agreement shall remain property of the Contractor.

- 11. TERMINATION FOR PUBLIC 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 Agreement is terminated prior to the completion of work, the Contractor will only be paid for the portion of the work completed at the time of termination of the Agreement.

- 12. TERMINATION FOR DEFAULT:** If the Contractor defaults by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule or ordinance applicable to this Agreement, or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Agreement, and at the City's option, obtain performance of the work elsewhere.

If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for public convenience paragraph herein.

- 13. 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.

14. COMPLIANCE WITH THE LAW: The Contractor agrees to comply with all relevant, Federal, State, and Municipal laws, rules, policies, regulations or ordinances in the performance of work under this Agreement.

15. CITY BUSINESS AND OCCUPATION LICENSE: The Contractor, at no expense to the City, shall be responsible to obtain all necessary licenses, permits, and similar legal authorizations required to perform the work associated with this Agreement. The Contractor will be required to hold a city business license if working within Vancouver city limits. The Contractor shall apply for city license via the State of Washington Department of Revenue (DOR), Business Licensing Service (BLS), at: <https://secure.dor.wa.gov/>. For application assistance, contact DOR BLS at 360-705-6741. For more information about city business license regulations and fees, see: www.cityofvancouver.us/businesslicense or call 360-487-8410 option 3.

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

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

All liability insurance required herein shall be under a Comprehensive or Commercial General Liability and business policies.

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	
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	\$1,000,000

In addition to the coverage and limits listed above the Contractor's insurance must all contain the following:

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.

- e. Coverage Trigger: The insurance must be written on an “occurrence” basis. This must be indicated on the Certificate.

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

All policies shall be issued by an insurance company licensed to do business in the State of Washington. The City of Vancouver may inspect all policies and copies shall be provided to the City upon request.

- 18. NOTICES:** All notices which are given or required to be given pursuant to this Agreement shall be hand delivered, mailed postage paid, or sent by electronic mail as follows:

For the City:
Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995
Email: anna.vogel@cityofvancouver.us

For the Contractor:
Contractor Contact Name
Company Name
Company Address
City State Zip
Email: **email address**

Either party may change the designated contact or any information listed above by giving advance notice in writing to the other party.

- 19. AMENDMENTS:** All changes to this Agreement, including changes to the scope of work and compensation sections, must be made by written amendment and signed by all parties to this Agreement.

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

- 21. RATIFICATION:** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

- 22. GOVERNING LAW/VENUE:** This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in

connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

23. COOPERATIVE PURCHASING: The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City 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.

24. 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.

25. DEBARMENT: The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

26. NONDISCRIMINATION: The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

The undersigned, as the authorized representatives of the City and Contractor respectively, agree to all of the terms and conditions contained in this Agreement, as of the dates set forth below.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Company Name

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney



Scope of Work for the City of Vancouver Support Services in the Interstate Bridge Replacement Program

Task 1: Project Management and Coordination,

Lead: Nelson/Nygaard

Support: SERA, Mott MacDonald , EcoNW, EnviroIssues

Nelson\Nygaard on behalf of the consultant team will manage the project and be in clear and close contact with the client and sub-consultant members throughout the duration of the project. Task 1 includes regular meetings, collaboration sessions, engagement support, and advisory work. An additional subtask and budget allocations are included for an additional fifteen (15) ad hoc meetings/special meetings that consultant/sub-consultant staff are requested to attend.

Nelson\Nygaard will provide collateral (through the deliverables listed in Task 2, 3, and 4) for engagement activities associated with the scope of work of this contract. The IBRP Team will *lead* engagement logistics, event staffing, online/virtual engagement, and all final deliverables and materials related to engagement activities. Coordination of event logistics and hosting of online activities is excluded from this task.

1.1-1.6: As described below

1.7: EnviroIssues will provide two staff members for up to 20, four-hour events or IBR-led and planned public meetings (including travel) at the discretion of the City of Vancouver. These staff will be briefed by the City of Vancouver on IBR-talking points. This subtask does not include an engagement plan, planning and development of public meetings or workshops, the creation of collateral, focus groups, stakeholder interviews, or surveys. The City of Vancouver will provide an event schedule at the beginning of the project. To attend events, written notice must be provided to the consultant with at least two weeks (14 days) notice of the event. A minimum of two staff EnviroIssues staff, one senior and one junior, will attend each event to comply with that firm's internal safety policy. This excludes meeting set up, take down, or the transportation of tents, tables, or materials outside of standard paper materials.

Task 1 Deliverables:

- 1.1: Kickoff Meeting, one Project Guide, internal guiding goals for the project that details how the consultant team, client, and IBRP program interface
- 1.2: Over-the-Shoulder Meetings (two hours, bi-monthly for 18 months, 36 meetings total)
 - NN: two staff at thirty six (36) meetings. 24 meetings will include two staff, 12 meetings will include one staff.
 - SERA: one staff at eighteen (18) meetings
 - Other subconsultants: six (6) meetings each
- 1.3: Biweekly Project Meetings (1 hour w/ subconsultants, 1 hour w/ client, 2 hours total for 36 meetings) including notes and action item email summaries
 - Subconsultants: attend for duration of task work
- 1.4: Invoicing and Progress Reporting for 18 months
 - NN: two hours per month
 - Subconsultants: one hour per month
- 1.5: CAD, data, and file management, Urban Design CAD base map creation
- 1.6: Ongoing meeting support for up to 15 ad hoc meetings
- 1.7: Limited engagement support to IBRP-led activities as described above

Task 2: Transit District + Multimodal Considerations

Lead: Nelson/Nygaard

Support: Mott MacDonald, SERA

The IBR project brings significant changes to circulation in downtown Vancouver. The consultant will review and synthesize work accomplished and inform work underway with the IBRP in developing recommendations for up to three (3) multimodal circulation operations and design options that support Vancouver's goals and vision.

The consultant team will:

- 2.1: Develop recommendations on the phasing of transit circulation improvements within the full Vancouver City Center Vision (VCCV) area based on IBRP traffic and transit analyses, C-TRAN's Transit Development Plan (TDP), and the City of Vancouver Transportation System Plan (TSP) Update.
 - Develop one GIS map for internal use with the collation of information from published plans and projects currently underway/programmed for the study

area, as well as which streets contain multiple modes. Use this map to select which projects are a priority for inclusion in the Conceptual Design Report.

- Conduct high-level research and up to two peer surveys of other communities with “transit districts” in the form of virtual interviews with a discussion of strategy and lessons learned. Develop high-level presentation of findings/precedents.
- Respond to and provide feedback on a range of alternatives for IBRP-developed light rail transit alignment, profile, and station placement that support City of Vancouver goals and values. Respond to proposed alternatives through written, graphic, and verbal comments in collaboration with the City.
- Support review of alignment options for the Fourth Plain, Mill Plain, and Highway 99 Vine services and Vine and local service station integration related to a narrowed set of light rail station alternatives. Collaborate with C-TRAN in evaluation of possible Vine station locations in light of IBRP interchange design options to maximize Vine convenience, speed and reliability. Develop a list of transit priority treatments that will facilitate Vine and local bus circulation. Review and provide feedback on of a list of local bus service and stop modifications that are intended to support customer experience, ridership growth/retention, efficient and reliable transit operations, stimulate commercial activity and balance utilization of street space for multimodal operations.
- Build on the street typologies developed in the City’s TSP to develop more detailed recommendations on street design and circulation within the VCCV area. Strategies such as street direction, curb management, and public space will be explored.
- Coordinate street classification planned use of street changes and synthesize IBRP with the City’s TSP that connects from the new multi-use path crossing the river into and out of the core of Downtown and the Historic Reserve. This may result in a potential street classification review.
- Review comments and recommendations on IBRP-proposed infrastructure and changes to local streets and their effects on transit and active transportation.
- IBRP and C-TRAN will create an evaluation framework to analyze capital and operational aspects of transit options in the Modified Locally Preferred Alternative (MLPA). City of Vancouver and consultant team will create metrics

for integration into the framework that reflect vision, goals, and values with the City's Transportation System Plan and Comprehensive Plan.

- 2.2: Develop an approximately 20-page summary presentation to summarize how the following streets within the VCCV area may be impacted by right-of-way changes. Each area or topic below will be represented with one graphic each as created in the previous task:
 - 9th Street "Special Street" Corridor between I-5 and Columbia Street
 - Evergreen Blvd. between Ft. Vancouver Way and Broadway
 - Reserve St. between Evergreen and 8th On-street transit infrastructure and wayfinding for transit and other modes as they connect to the study area
 - Waterfront station area along Columbia Way between Grant St to the west, the Columbia River to the south, the railroad tracks to the north, and the Vancouver land bridge to the east.
 - Integration of Transit District area with a new Community Connector (refer to "Placemaking" section below for additional detail)
- 2.3: Review and revise graphics for transit and multimodal networks within the VCCV area based on feedback and refinements made following the release of the draft SEIS, during the development of the CDR, and other engagement summaries conducted by the Program.

Task 2 Deliverables:

- 2.1: Develop materials and provide collateral on City-supported/preferred options and urban design content to the IBRP team for incorporation into the IBRP Conceptual Design Report (CDR) by providing:
 - One internal-use-only map of existing projects and plans
 - Presentation/summary of transit district findings/precedents as they relate to the IBRP effort and infrastructure
 - A diagrammatic plan graphic of the transportation network of the Vancouver City Center Vision (VCCV) extent for
 - Up to two urban design/transit connection graphics
 - Evaluation framework in text format
 - Narrative and text as needed to support concepts and graphics
- 2.2: Summary Document

- 2.3: Support review of revised graphics for Final CDR.

Task 3: Placemaking + Open Space Planning

Lead: SERA (all graphics), Nelson/Nygaard (coordination, input, and management)

Support: EcoNW, Mott MacDonald

3.1: In order to guide urban design and open space programming decisions, the consultant team will collaborate on development of options for programming, design precedents, urban design best practices, and other relevant and critical design considerations for key areas in the project area as described below:

- Community Connector and Historic Reserve:
 - Develop a set of goals, principles, or desired outcomes. Includes up to two rounds of revisions.
 - Support review and development of feedback on behalf of the City in response to design options developed by IBR Program.
 - Develop a case study review of potential programming, operations, and maintenance scenarios for the Community Connector. Includes up to three case studies and up to two rounds of review.
 - Conceptual design alternatives at bubble diagram level for the Community Connector and its connections with the Historic Reserve and Library Square, including programming and edge integrations. Up to two alternatives and two rounds of revisions. Each alternative includes one conceptual site plan, two conceptual sections, and two concept or detail diagrams.
- Waterfront and Downtown Core:
 - Support review and development of feedback on behalf of the City in response to options developed by the IBRP.
 - Review and comment on streetscape standards and the extension of Main Street treatments as developed by the IBRP.
 - Recommendations and input for placemaking, programming, and programming partnerships under the bridge at the waterfront (extending east-west from approximately Port of Vancouver Terminal 1 site to coming Kirkland development site and north-south from railroad berm to water's edge) and through vertical connections to the aerial station. This includes up to two conceptual site plans and sections, and two concept or detail diagrams, and up to two rounds of revisions for internal client use.

- 3.2: Develop an approximately 20-page summary document to codify decisions and guidelines as described above.
- 3.3: Revise and refine graphics developed by the IBRP of the preferred alternatives for Placemaking and Open Spaces within the VCCV .
- 3.4: The SERA team will make site visits as needed to support their work in this task.

Task 3 Deliverables:

- 3.1: Collaboration and input on IBR-developed materials related to preferred options and urban design content for incorporation into the IBRP Conceptual Design Report (CDR) by providing:
 - Narrative and text as needed to support feedback related to concepts and graphics
- 3.2: Summary Document
- 3.3: Review and Refine graphics for Final CDR
- 3.4: Site visits by the SERA Urban Design team

Task 4: Redevelopment Opportunities + Strategies

Lead: EcoNW

Support: Nelson\Nygaard, SERA

4.1: The EcoNW team will:

- Identify and prioritize redevelopment opportunities in the Downtown core, based on current conditions.¹ We will conduct a high-level analysis of how regulatory conditions, entitlements, site configuration, market conditions, and different funding strategies impact the likelihood of redevelopment of public parcels in the area. We will assist the City in identifying potential phasing strategies for public and private parcels to support near and long-term City goals for their properties. This analysis will be informed using concept-level development programming that best reflects market conditions in the downtown Vancouver area.
- 4.2: Block Walk: Work with the urban design team to inform the development of design options for primary redevelopment parcels and areas within the Downtown

¹ The City's concurrent Comprehensive Plan update may affect development capacity for the area, however the major work for the comprehensive plan will occur after the IBRP project. The City may consider updating the IBRP redevelopment opportunities analysis at a later date based on the work completed through the Comprehensive Plan.

core based on current land use assumptions, non-site-specific, high-level right-of-way calculations, recent development trends and market conditions. At a minimum, we anticipate the following areas:

- Public and private parcels on Main Street south of 5th Street, generally south to the railroad berm;
- Public and private parcels on the planned pedestrian corridor along 9th Street west of Library Square, west to Columbia Street;
- Public and private parcels along the 16th, 15th, 14th, 13th, 12th, 11th, 10th, and 9th street corridors, between the railroad to the west and Interstate 5 to the east;
- and public and private parcels as identified by the IBR program within the Bridge Influence Area.

The scope of work for this task will be refined with city staff after the kick-off meeting, in order to identify how to best focus ECONW's analysis based on the project's schedule and available information. Following the completion of the above analysis, a representative from EconW, two representatives from Nelson/Nygaard, and two representatives from SERA will do a two-day Block Walk of the areas listed above. This walk aims to use the analysis produced, together with the team's internal knowledge of urban design best practices, to provide near-term, high-level urban design recommendations for the analyzed properties and corridors. The results will be a table of suggestions and considerations for the areas listed above.

Task 4 Deliverables:

- 4.1: Presentation of interim findings in up to five technical memorandums or slide decks. Technical memorandum/slide deck topics may include:
 - Redevelopment opportunities analysis approach,
 - Preliminary findings on redevelopment opportunities,
 - Final findings on redevelopment opportunities,
 - Preliminary phasing strategies,
 - Phasing strategy recommendations,
- 4.2: Block Walk and table of suggestions

Task 5: Final Materials

5.1: The team will collate all materials into a final reference document. This task will also include the transmission of all digital files created during the project.

Task 5 Deliverables:

- 5.1: Collation of all materials and summary documents into a single reference document
- 5.1: All created digital files

Exclusions:

- Engagement:
 - An engagement plan, public meetings or workshops, the creation of collateral, focus groups, stakeholder interviews, or surveys. Graphics may be provided for collateral created by others within the bounds scoped tasks.
 - Leading, planning, booking, or coordination for engagement tasks.
 - Set up of tables, materials, or tents for engagement events
- Data collection

Summary: Fee by Firm

Base Rate Total Billing Rate		Nelson\Nygaard Labor Costs												Total Labor Hours	Total Labor Costs	Total Travel Expenses	Total Misc. Expenses	Total Direct Expenses	Total Costs
		SERA		EcoNW		EnviroIssues		Mott MacDonald		Total Subconsultants Labor Hours	Total Subconsultants Labor Costs								
		SERA Labor	Labor	EcoNW Labor	Labor	EnviroIssues Labor	Mott MacDonald Labor												
								Hours	Cost			Hours	Cost						
Task	Description	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost						
1 Project Management, Coordination, Engagement																			
1.1	Kickoff meeting, project guide, guiding goals	34	\$5,970	2	\$460	6	\$1,430	2	\$380	2	\$671	12	\$2,941	46	\$8,911		\$8,911		
1.2	Over-the-shoulder meetings	108	\$20,580	18	\$4,140	36	\$7,770	0	\$0	12	\$4,025	66	\$15,935	174	\$36,515		\$36,515		
1.3	biweekly project meetings (30 total, 1 hour w/ subs, 1 hour w/ client)	152	\$27,920	36	\$8,280	52	\$11,160	12	\$2,280	18	\$6,037	118	\$27,757	270	\$55,677		\$55,677		
1.4	Invoicing and progress reporting	18	\$3,195	18	\$4,140	16	\$2,640	15	\$2,850	18	\$1,820	67	\$11,450	85	\$14,645		\$14,645		
1.5	CAD, data, file management, base mapping	34	\$5,580	4	\$920	0	\$0	0	\$0	0	\$0	4	\$920	38	\$6,500		\$6,500		
1.6	Ongoing meeting support (15, ad hoc)	20	\$4,020	30	\$5,550	0	\$0	0	\$0	8	\$2,683	38	\$8,233	58	\$12,253		\$12,253		
1.7	Engagement Project Management							100	\$17,410										
1.8	Engagement Event Support	100	\$16,450	16	\$2,960	0	\$0	284	\$45,966	0	\$0	300	\$48,926	400	\$65,376		\$65,376		
Task Total		466	\$83,715	124	\$26,450	110	\$23,000	413	\$68,886	58	\$15,236	705	\$133,572	1,171	\$217,287	\$131	\$1,000	\$1,131	\$218,418
2 Transit District + Multimodal Considerations																			
2.1	Materials for draft CDR	514	\$91,230	0	\$0	0	\$0	0	\$0	16	\$5,366	16	\$5,366	530	\$96,596		\$96,596		
2.2	Summary document	182	\$32,090	0	\$0	16	\$3,690	0	\$0	0	\$0	16	\$3,690	198	\$35,780		\$35,780		
2.3	Revised materials for CDR																		
Task Total		968	\$172,860	0	\$0	16	\$3,690	0	\$0	16	\$5,366	32	\$9,056	1,000	\$181,916	\$0	\$1,000	\$1,000	\$182,916
3 Placemaking + Open Space Planning																			
3.1	Materials for draft CDR	236	\$38,920	260	\$49,000	0	\$0	0	\$0	0	\$0	260	\$49,000	496	\$87,920		\$87,920		
3.2	Summary document	62	\$10,490	180	\$30,600	16	\$3,690	0	\$0	0	\$0	196	\$34,290	258	\$44,780		\$44,780		
3.3	Revised materials for CDR	92	\$16,240	61	\$10,214	0	\$0	0	\$0	0	\$0	61	\$10,214	153	\$26,454		\$26,454		
3.4	Site Visits			30	\$5,550	0	\$0		\$0	0	\$0	30	\$5,550	30	\$5,550		\$5,550		
Task Total		390	\$65,650	531	\$95,364	16	\$3,690	0	\$0	0	\$0	547	\$99,054	937	\$164,704	\$0	\$1,000	\$1,000	\$165,704
4 Redevelopment Opportunities + Strategies																			
4.1	Redevelopment Strategies + Opportunities Evaluation	0	\$0	0	\$0	329	\$60,700	0	\$0	0	\$0	329	\$60,700	329	\$60,700		\$60,700		
4.2	Block Walk and results	64	\$11,210	54	\$11,988	14	\$3,330		\$0	0	\$0	68	\$15,318	132	\$26,528		\$26,528		
Task Total		64	\$11,210	54	\$11,988	343	\$64,030	0	\$0	0	\$0	397	\$76,018	461	\$87,228	\$33	\$500	\$533	\$87,761
5 Final Materials																			
5.1	Collation of materials and all digital files	64	\$10,640	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	64	\$10,640		\$10,640		
Task Total		64	\$10,640	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	64	\$10,640	\$0	\$0	\$0	\$10,640
TOTAL HOURS		1,952		709		485		413		74		1,681		3,633					
TOTAL LABOR COST			\$344,075		\$133,802		\$94,410		\$68,886		\$20,603		\$317,700		\$661,775	\$164	\$3,500	\$3,664	\$665,440
SUBCONSULTANT MARKUP			\$0										\$0						\$0
TOTAL COSTS					\$133,802		\$94,410		\$68,886		\$20,603		\$317,700						\$665,440
Total Direct Expenses (For Contracts)			\$3,664		\$0		\$0		\$0		\$0		\$3,664					Target Multiplier	3.10
Total Cost (For Contracts)			\$347,739		\$133,802		\$94,410		\$68,886		\$20,603		\$321,365						
		Nelson\Nygaard SERA EcoNW EnviroIssues Mott MacDonald Total Subconsultants Costs																	
TOTAL LABOR COST			\$344,075		\$133,802		\$94,410		\$68,886		\$20,603		\$317,700		\$661,775	\$164	\$3,500	\$3,664	\$665,440
SUBCONSULTANT MARKUP			\$0										\$0						\$0
TOTAL COSTS					\$133,802		\$94,410		\$68,886		\$20,603		\$317,700						\$665,440
Total Direct Expenses, Including Optional (For Contracts)			\$3,664		\$0		\$0		\$0		\$0		\$3,664						
Total Cost, Including Optional (For Contracts)			\$347,739		\$133,802		\$94,410		\$68,886		\$20,603		\$321,365						



Staff Report: 142-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/17/2023

SUBJECT Award of professional services agreement to the Fourth Plain Forward non-profit as the Fourth Plain Commons Operator, per RFP 8-23

Key Points

- The City of Vancouver worked with the community to develop the Fourth Plain Forward Action Plan (2015), a framework for equitable development on the Fourth Plain corridor that highlighted the need to increase access to economic opportunity and affordable housing near transit.
- In alignment with the goals of the Fourth Plain Forward Action Plan, the City of Vancouver partnered with the Vancouver Housing Authority to co-locate community development services and affordable housing in what is now called the Fourth Plain Commons project.
- Construction of the City-owned ground floor commercial spaces began October 2022 and is expected to be completed in August 2023.
- In preparation for the opening of the Commons, City staff released a Request for Proposals to select an operator for the City-owned spaces, including a shared office space, commissary kitchen, community event space and outdoor plaza and play area.

Present Situation

In 2015, the City of Vancouver worked with the community to develop the Fourth Plain Forward Action Plan, a framework for equitable development on the Fourth Plain corridor as new investment came into the community, including a significant bus rapid transit (BRT) investment called the Vine that is now complete. Broadly, the Action Plan focuses on supporting small businesses, building community capacity, addressing pedestrian safety issues, and increasing access to economic opportunity and affordable housing near transit.

In alignment with the 2015 Action Plan, the City of Vancouver and Vancouver Housing Authority partnered to make a catalytic investment in the Fourth Plain community that will provide family-sized affordable housing, up-stream services for both businesses and residents, and much needed community spaces all near schools and other community services and on a high-capacity transit line (The Vine BRT).

The Vancouver Housing Authority will own and operate 106 affordable housing units, and the City of Vancouver will own the ground floor commercial space that will include the following components:

- A commercial kitchen incubator to launch and support emerging food-based businesses.
- A shared office space to co-locate upstream services to make it easier for residents and businesses to access resources on the corridor.
- A community event space that can be rented for festivals, birthdays, trainings, and other events.
- A public plaza with infrastructure to support a Vancouver Farmer's Market satellite market and other community-serving events.
- A play area and activity lawn to provide outdoor recreation opportunities for the Commons and surrounding community.

On January 13, 2023, a Request for Proposals (RFP) was issued to select an operator to manage the City-owned spaces listed above on behalf of and in coordination with the City of Vancouver. General requirements of an operator include:

- General Operations: property management; tenant/rental coordination for the shared office space, commissary kitchen, community event space and outdoor plaza; data management
- Program Management: coordinate programs and services; develop inclusive and collaborative space planning; develop and maintain partnerships; community engagement
- Reporting: annual financial and programmatic reporting; program evaluation; Section 108 Loan reporting
- Regular coordination with City staff

On February 8, 2023, the City received one proposal for the operations of the office space, commissary kitchen, event space, and outdoor plaza and play area. This proposal, from Fourth Plain Forward, was very detailed and more than met the expectations and requirements in the RFP.

Advantage(s)

1. Supports equitable development on the Fourth Plain corridor through the implementation of multiple community-stated and supported needs and priorities.
2. Supports community partners and community-based organizations through the creation of a shared office space that will co-locate upstream services to make it easier for Fourth Plain area residents and businesses to access services.
3. Supports job growth and food-based entrepreneurship through the creation of a commercial kitchen incubator located on the Fourth Plain Corridor.
4. Improves access to healthy foods through the creation of a public plaza with infrastructure to support a community market.
5. Aligns with Council priorities related to equity and climate action by providing services to economically vulnerable communities in a location that residents and businesses can access by walking, biking, rolling and taking transit.
6. Supports a community partner with long-standing ties to the Fourth Plain community that has a track record of being inclusive and responding to the needs of residents and businesses in the Fourth Plain area.

Disadvantage(s)

None

Budget Impact

Sufficient budget is included in the City of Vancouver 2023-2024 biennial budget. The contractor is anticipated to develop programming that would allow them to become self-sufficient and not require support from the City beyond 2026.

Prior Council Review

1. August 3, 2020: Staff presentation and Council endorsement of the Fourth Plain Commons funding strategy.
2. November 16, 2020: Approval of the 2021-2022 biennial budget, including a decision package to advance design process for tenant improvements to the commercial space.
3. January 11, 2021: Council update on Commons project, budget, timeline, and funding approval process.
4. June 7, 2021: Approval of the contract with Salazar Architects, Inc. for professional architectural and engineering services.
5. November 1, 2021: Approval of the Purchase and Sale Agreement and Easement with the Vancouver Housing Authority.
6. August 15, 2022: Approval of the Interlocal Agreement with the Vancouver Housing Authority to provide construction management and compliance services.
7. September 12, 2022: Approval of the contract with Ross Builders Northwest for construction of the City-owned commercial spaces.
8. April 25, 2023: Approval of the Purchase and Sale Agreement Amendment with the Vancouver Housing Authority to approve payment of earnest money to the Vancouver Housing Authority in the amount of \$1,200,000.

Action Requested

Award a professional services agreement for the operation of the Fourth Plain Commons City-owned commercial spaces to Fourth Plain Forward of Vancouver, WA, in the amount of \$475,433.40, and authorize the City Manager or designee to execute the same.

Shannon Williams, Senior Planner, 360-487-7898

ATTACHMENTS:

- ▣ Fourth Plain Commons Operator Contract
- ▣ Attachment B - Budget



**CITY OF VANCOUVER
SERVICES AGREEMENT
No. C-101345**

This Services Agreement (hereinafter referred to as the “Agreement”) is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington, (hereinafter referred to as the "City") and Fourth Plain Forward (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the “parties” or individually as a “party”.

WHEREAS, the City desires to engage the Contractor to perform services as described in this Agreement; and

WHEREAS, the City advertised and issued a Request for Proposal, numbered 8-23 (hereinafter referred to as the “solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor be capable of performing the required services; and

WHEREAS, the Contractor represents by entering into this Agreement that it is fully qualified to perform the services described herein in a competent and professional manner, and to the full satisfaction of the City.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

- 1. SCOPE OF WORK:** The Contractor agrees to provide the City all services and materials set forth in the scope of work identified in Attachment "A", and as further described in the City’s solicitation, and the Contractor’s responsive proposal to the City’s solicitation, (collectively referred to herein as the “work”) which are each incorporated herein by this reference, and made a part of this Agreement as if fully set forth herein.

All work must be authorized and approved by the City’s Project Manager before any work can begin. The Contractor shall approach each project in a manner consistent with its usual customary business practices. The Contractor shall actively seek collaborative input from City staff.

2. **COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed \$ 475,433.40 USD.

This payment shall be maximum compensation for the work and for all labor, materials, supplies, equipment and incidentals necessary to complete the work as set forth herein, and it shall not be exceeded without the City's prior written authorization in the form of a negotiated and executed amendment.

Compensation is limited to the amount specified for each specific task and/or sub-task, unless amended in writing. The City requires the Contractor to complete the work stated within the number of hours stated for each task, and/or sub-task, or the lump sum amount. If compensation is made on an hourly basis and the work requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If the Contractor underestimated the number of hours required to perform the work, the Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must be acceptable to the City, at the sole discretion of the City.

3. **PAYMENT FOR CONTRACTOR SERVICES:** The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net thirty (30) days.

The City reserves the right to correct any invoices paid in error. The Contractor shall be paid according to the rates set forth in Attachment "B", incorporated herein by this reference, and made a part of this Agreement as if fully set forth herein.

City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City's contract/purchase order (PO) number given on the notice to proceed **must** be referenced on any invoice submitted for payment.

4. **TERM OF AGREEMENT:** The term of this Agreement shall commence on August 1, 2023 and continue until December 31, 2024. The City reserves the right to extend the contract for an additional three years. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.
5. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence:

Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor's responsive proposal to the City's solicitation, and the City's solicitation.

6. **RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.
7. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.
8. **DELAYS AND EXTENSIONS OF TIME:** If the Contractor is delayed at any time in the progress of the work covered by this Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by the Contractor and the City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City.
9. **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 Agreement, 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, and any know-how, methodologies or processes used by the Contractor to provide the services or project deliverables under this Agreement shall remain property of the Contractor.
10. **TERMINATION FOR PUBLIC 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 Agreement is terminated prior to the completion of work, the Contractor will only be paid for the portion of the work completed at the time of termination of the Agreement.

11. TERMINATION FOR DEFAULT: If the Contractor defaults by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule or ordinance applicable to this Agreement, or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Agreement, and at the City's option, obtain performance of the work elsewhere.

If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for public convenience paragraph herein.

12. 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.

13. COMPLIANCE WITH THE LAW: The Contractor agrees to comply with all relevant, Federal, State, and Municipal laws, rules, policies, regulations or ordinances in the performance of work under this Agreement.

14. CITY BUSINESS AND OCCUPATION LICENSE: The Contractor, at no expense to the City, shall be responsible to obtain all necessary licenses, permits, and similar legal authorizations required to perform the work associated with this Agreement. The Contractor will be required to hold a city business license if working within Vancouver city limits. The Contractor shall apply for city license via the State of Washington Department of Revenue (DOR), Business Licensing Service (BLS), at: <https://secure.dor.wa.gov/>. For application assistance, contact DOR BLS at 360-705-6741. For more information about city business license regulations and fees, see: www.cityofvancouver.us/businesslicense or call 360-487-8410 option 3.

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

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

All liability insurance required herein shall be under a Comprehensive or Commercial General Liability and business policies.

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	
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	\$1,000,000
IV. Umbrella Liability	
Each Claim	\$1,000,000
Annual Aggregate	\$5,000,000

In addition to the coverage and limits listed above the Contractor's insurance must all contain the following:

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

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

All policies shall be issued by an insurance company licensed to do business in the State of Washington. The City of Vancouver may inspect all policies and copies shall be provided to the City upon request.

17. NOTICES: All notices which are given or required to be given pursuant to this Agreement shall be hand delivered, mailed postage paid, or sent by electronic mail as follows:

For the City:

Anna Vogel

City of Vancouver

415 W 6th Street

P O Box 1995

Vancouver WA 98668-1995

Email: anna.vogel@cityofvancouver.us

For the Contractor:

Paul Burgess

Fourth Plain Forward

5107 E Fourth Plain Blvd #111

Vancouver, WA 98661

Email: paul.burgess@fourthplainforward.org

Either party may change the designated contact or any information listed above by giving advance notice in writing to the other party.

18. AMENDMENTS: All changes to this Agreement, including changes to the scope of work and compensation sections, must be made by written amendment and signed by all parties to this Agreement.

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

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

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

22. COOPERATIVE PURCHASING: The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City 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.

- 23. 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.
- 24. DEBARMENT:** The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.
- 25. NONDISCRIMINATION:** The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

The undersigned, as the authorized representatives of the City and Contractor respectively, agree to all of the terms and conditions contained in this Agreement, as of the dates set forth below.

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Fourth Plain Forward

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

ATTACHMENT A

SCOPE OF WORK

Fourth Plain Forward (FPF) has designated the Fourth Plain Commons (FPC) into four specific programmatic and operational hubs:

Coworking Space

The focus is on creating a supportive and inclusive environment that fosters community and creativity, prioritizing social cohesion to provide a unique sense of community and connection among our members who will include service providers, local CBOs, local business owners, incubator cohorts.

- **Office Access:** Dedicated desks, monthly, weekly & day sliding access rates, “Free Access Thursday’s.”
- **Community resources:** Community members will be able to access services that they need in a safe environment, near to where they live.
- **Business Hub:** Providing office facilities to local business owners & entrepreneurs.
- **Virtual Office Services:** Mail and small package handling, registered address options.
- **Community Networking:** Regular workshops and networking events to bring those serving our community together, providing opportunities for learning and collaboration.

Commissary Kitchen

FPF strives to create a kitchen that emboldens budding entrepreneurs to feed their passion, teaching a new generation of folks how to start a business. FPF will create learning opportunities for the young and old, enable existing business the opportunity to expand, and feed our community with amazing locally sourced produce, cooked by global cultures.

- **24/7 Kitchen Access:** Caterers, food carts, restaurants, and cottage industry food providers from across the Fourth Plain /corridor
- **Empowerment and Education:** We aim to empower individuals and communities by providing job training and education in food-related fields.
- **Access to healthy food:** Partnering with numerous organizations to provide cooking classes, nutrition advice and access to SNAP ED.
- **Innovation:** The kitchen should be a place of innovation, experimenting with new ideas and technologies to drive positive change in the food system.
- **Corporate events:** Increasing revenues through corporate teambuilding events, cooking as a team, providing community with food.

Event Space

A safe and inviting third space for our community members. Somewhere to meet with friends old and new, hold a party, learn new skills, share food, watch a movie, discover new artwork, or simply read a book. Cultural events, resource fairs, corporate training sessions, board retreats and other events will also share this space, creating a vibrant community hub.

- **Kitchen food vendors:** Space for our commissary kitchen vendors to sell their food to the public.
- **Private events:** A rentable space for residents to hold quinceañeras, family gatherings, birthdays, anniversaries and more.
- **Public Events:** Art openings, community market days, cultural festivals, resource fairs, job fairs, library Storytime, homework clubs.
- **A community center:** Open for community groups to hold regular meetings, youth group gatherings, association meetings, committee meetings.
- **A third space:** Open to residents of the fourth Plain community as a space to meet, access services and provide a safe space for families.

Outside Plaza

A natural extension of the event space that provides space for community markets, music events, daily exercise routines, a family space to play and daily food vendors.

- **Community Market:** In partnership with the Vancouver Farmers Market and WSU Extension we are creating a community market that is directly created by our community groups.
 - **Open Events:** Aligned to the Event space or separate, we will use the outside space for various music, art, and cultural bazaars as well as resource fairs, job fairs and other programming.
-

1. GENERAL OPERATIONS

1.1 Property Management – to be agreed upon by City of Vancouver and Fourth Plain Forward and incorporated by amendment no later than Jan 30, 2024.

Compliant Operation of a community commercial commissary kitchen:

1. **Kitchen Manager Hiring:** The kitchen manager will be responsible for overseeing the daily operations of the kitchen and ensuring that all kitchen operations are compliant with CCPH regulations.
2. **Kitchen Inspection and License:** The kitchen manager will coordinate with the local health department to schedule a pre-operational inspection to ensure that the kitchen is in compliance

with all CCPH regulations.

3. **Kitchen Operations and Compliance Monitoring (Ongoing):** The kitchen manager will regularly monitor the kitchen's operations and enforce compliance with CCPH regulations and food safety guidelines. The kitchen manager will also conduct regular food safety audits and report any violations to the local health department.
4. **Kitchen Maintenance (Ongoing):** Additional requirements for kitchen management and maintenance will be articulated in the forthcoming property management agreement referenced above.

1.2 Tenant/Rental Coordination

Both Community Manager and Kitchen Manager shall be responsible for the delivery of 1.2

1. **Scheduling:** a. Establish a scheduling system for all spaces, including the shared office space, commissary kitchen, community event space, and outdoor plaza. b. Develop a process for booking requests, including an online booking system, phone reservation, and in-person reservation. c. Ensure that the scheduling system takes into account the health and safety standards and availability of each space.
2. **Health and Safety Standards:** a. Develop and implement health and safety protocols for each space, in line with local and federal guidelines. b. Regularly train the staff on the health and safety protocols. c. Conduct regular checks to ensure that the protocols are being followed
3. **Payments for Rentals:** a. Develop a process for processing payments for rentals of the shared office space, commissary kitchen, community event space, and outdoor plaza. b. Establish a payment system, including online payment options and in-person payment options. c. Ensure that payment processing is done efficiently and effectively.
4. **Contracts and Compliance:** a. Maintain all contracts related to the shared office space, commissary kitchen, community event space, and outdoor plaza. b. Ensure that all contracts are up-to-date and comply with local and federal regulations. c. Regularly review all contracts to ensure that they are still relevant and effective
5. **Maximize Use of the Spaces:** a. Promote the shared office space, commissary kitchen, community event space, and outdoor plaza to the local community. b. Establish partnerships with local organizations and businesses to maximize the use of the spaces. c. Encourage community events and activities to take place in the spaces to bring the community together.
6. **Low to Moderate Income Residents and Businesses (ongoing):** a. Ensure that 51% of residents and businesses served by the Commons and its partner organizations earn low to moderate income to meet the goals of the Commons and U.S. Department of Housing and Urban Development (HUD) requirements. b. Develop and implement programs and initiatives to support low to moderate income residents and businesses. c. Partner with local organizations and businesses to provide services and resources to low to moderate income residents and businesses.

1.3 Data Management

Objectives:

- To ensure the accurate and up-to-date management of customer information, financial records and other relevant data.
- To meet the reporting requirements set by the U.S. Department of Housing and Urban Development (HUD).

1. Roles and Responsibilities:

- The Community Manager alongside their administration team of employees and the Executive Director will be assigned to manage the day-to-day operations of the CRM and accounting systems.

2. CRM and Accounting Systems:

- The Community Manager will implement the Monkeypod CRM system to effectively capture and manage customer information, financial records and other relevant data.
- The CRM system is integrated with the accounting system to ensuring that all customer and financial information is updated in real-time.

3. Data Management:

- The Community Manager will ensure that all customer information and financial data entered into the CRM is accurate and up-to-date.
- The Community Manager will regularly review and verify the accuracy of the data to ensure that it is complete and accurate.

4. Reporting:

- The Community Manager will generate regular reports to meet the reporting requirements set by HUD.
- The Executive Director will ensure that all reports are accurate, complete and submitted within the required timeframe.

5. Timeframes:

- Implementation of CRM and accounting systems: Within the first quarter of the year
- Data Management: Ongoing and reviewed on a monthly basis
- Reporting: Monthly, quarterly and annually as required by HUD

1.4 Operations & Business Plan

The Executive Director will take the lead in delivering the operations and business plan alongside the senior management team.

1. Revenue Forecasts

- Research current rental rates for similar spaces in the area to establish a baseline for the proposed shared office space, community event space, and outdoor plaza.
- Analyze the current year's rental and programming income to identify trends and potential sources of new revenue.

- Based on the research and analysis, create a revenue forecast for the following year, taking into account potential fluctuations in demand.
- Consider other funding sources, such as grants and sponsorships, and estimate the potential revenue from these sources.

2. Estimated Annual Expenses

- Review and analyze the current year's expenses to identify areas of cost savings and areas where additional investment may be required.
- Establish a budget for personnel costs, including salaries and benefits for the Operator and any additional staff.
- Establish a budget for the maintenance and upkeep of the shared office space, community event space, and outdoor plaza, including the cost of any contracted services such as custodial or maintenance.
- Establish a budget for any other operational expenses, such as utilities, insurance, marketing, and supplies.

3. Schedule of Known Events and Programs

- Review the current schedule of events and programs to identify patterns and trends.
- Consult with community organizations and stakeholders to gather information on future events and programs.
- Create a preliminary schedule of known events and programs for the next year, taking into account the availability of the shared office space, community event space, and outdoor plaza.
- Regularly update the schedule as new information becomes available and as events and programs are added or rescheduled.

4. Finalizing the Plan and Budget

- Combine the revenue forecast, estimated expenses, and schedule of known events and programs into a comprehensive Operations and Business Plan and Operating Budget.
- Review and refine the plan and budget as needed, taking into account any feedback received from stakeholders.
- Finalize the plan and budget, ensuring that all necessary approvals are obtained.
- Implement the plan and budget, regularly reviewing and updating as necessary to ensure its effectiveness.

2. PROGRAM MANAGEMENT

2.1 Develop inclusive and collaborative space programming

Developing inclusive and collaborative programming will be created with our leadership team, including the Executive Director, Community Development Manager and Economic Opportunity Manager as well as a new board committee and our DEI strategic consultants. We will consider the following points as a framework:

- **Identifying community needs:** Conduct surveys and focus groups with the local community to understand their needs and what kind of programs and events they would like to see in the hub.
- **Partner engagement:** Engage with community-based organizations, local businesses, and other stakeholders to understand their program and event needs and how the hub can support their initiatives.
- **Programming mix:** Based on the feedback from the community and partners, develop a mix of programs and events that cater to different ages, interests, and needs. This could include workshops, cultural events, youth programs, health and wellness classes, and more.
- **Schedule development:** Develop a schedule for the use of the event space, commissary kitchen, office space, and public plaza, ensuring that there is a good balance of programs and events that cater to different needs and that the spaces are used to their full potential.
- **Equity & Inclusivity:** Ensure that the programs and events are inclusive to people from different backgrounds, cultures, and abilities by offering programs in multiple languages and accommodating different accessibility needs.
- **Marketing and outreach:** Develop a marketing and outreach strategy to promote the programs and events to the local community and other stakeholders. This could include online and offline marketing, community engagement activities, and outreach to local schools and community centers.
- **Monitoring and evaluation:** Monitor and evaluate the programs and events regularly to understand their impact on the community and make changes to the schedule as needed. This could include tracking attendance, feedback from participants, and partnerships developed through the programs. The plan will also include timeframes for each step and regular review and evaluation of the programs and events offered in the community hub.

2.2. Develop and maintain partnerships

Developing and maintaining strong partnerships with the Fourth Plain community and community-based organizations and other partners is critical to the success of the Fourth Plain Commons. Our Community Development Manager and Economic Opportunity Manager will play crucial roles in this process with leadership from the Executive Director.

- **Community Outreach:** Conduct outreach activities to engage with community members and stakeholders in the Fourth Plain area to understand their needs and interests. This could include door-to-door visits, community meetings, focus groups, and online surveys. Outreach activities should be conducted regularly, at least once every quarter.
- **Partner Identification:** Identify community-based organizations and other partners that align with the mission and goals of the community hub. This could include organizations focused on economic development, job training, affordable housing, and health and wellness.
- **Partnership Development:** Develop partnerships with identified organizations and

community groups by hosting joint events, providing training and resources, and offering the facilities at the community hub for their use.

- **Program Planning:** Collaborate with partners to plan and develop programs and services that respond to the needs of the community. This could include job training, financial education, health and wellness programs, and community events.
- **Regular Communication:** Establish regular communication with partners and community members to ensure that their needs are being met and that programs and services are responsive to their changing needs. This could include regular meetings, newsletters, and online forums.
- **Evaluation and Assessment:** Regularly evaluate the impact of programs and services in collaboration with partners and community members. This could include conducting surveys, focus groups, and tracking metrics to measure the effectiveness of programs.
- **Reporting:** Report on partnerships and programs to stakeholders and community partners on an annual basis, including the number of people served, the impact of programs, and effectiveness of partnerships.

Timeframes:

- Community Outreach: every quarter
- Partner Identification & development: every 6 months
- Program Planning: ongoing
- Regular Communication: monthly
- Evaluation and Assessment: ongoing
- Reporting: annually

1.3 Coordinate programs and services

Management of the programs and services will encompass the whole FPF team at the commons. The Community Manager, Economic Opportunity Manager, Community Development Manager will lead the team at the Commons with direction from the Executive Director. Our current planning process for coordinating programs and services will take into account the following:

1. Coordination of Programs and Services:

- Develop a comprehensive program and services plan that aligns with the community-identified needs.
- Establish a process for regularly reviewing and updating the plan based on feedback from the community and partners.
- Identify key partners from the community, including community-based organizations, local businesses, and other relevant stakeholders, to collaborate and co-create programs and services.
- Develop a clear and concise communications plan that promotes the programs and services offered at the community hub, including regular updates through newsletters,

social media, and other marketing channels.

2. Partnership Development:

- Regularly engage with the local community to understand their needs and preferences, and to identify opportunities for collaboration.
- Create a community advisory board that provides ongoing feedback and suggestions on how to best serve the community.
- Host regular partner meetings and trainings to encourage collaboration and promote the sharing of ideas and best practices.
- Provide resources and support to partners to help them effectively deliver programs and services.

3. Diverse Services and Activities:

- Regularly assess the community's needs and priorities to inform the development of programs and services.
- Encourage and support a diverse network of partners to participate in delivering programs and services, including community-based organizations, local businesses, and other relevant stakeholders.
- Ensure that the programs and services offered are culturally responsive and accessible to all members of the community, including people from different backgrounds, ages, and abilities.
- Offer programs and services that are inclusive and address a range of community-identified needs, including education, health and wellness, job training, and economic development.
- Regularly evaluate the effectiveness of programs and services and make necessary adjustments based on feedback from partners and the community.

1.4 Public Engagement

Public engagement is at the heart of ensuring the commons is delivered directly for and with the community. Again, led by our management team and Executive Director, engagement is an ongoing part of our work.

Engaging Organizations and Constituencies in the Fourth Plain Area:

- Identify key organizations and constituencies in the Fourth Plain area that are representative of the diverse community.
- Develop a relationship-building strategy that prioritizes building trust and understanding with these organizations and constituencies.
- Utilize culturally and linguistically relevant outreach materials, including flyers, posters, and brochures, to reach out to these organizations and constituencies.
- Offer incentives, such as waived fees or preferred scheduling, to organizations and

constituencies that are active in the Fourth Plain area and use the community hub regularly.

- Evaluate the success of these engagement efforts by tracking the number of organizations and constituencies engaged and the number of events and services provided to these groups.

Conducting Outreach:

- Utilize various marketing channels, including social media, email, and targeted advertising, to reach new residents and organizations in the Fourth Plain area.
- Offer free events, workshops, or other activities to attract new residents and organizations to the community hub.
- Collaborate with community-based organizations and other partners to host outreach events, such as job fairs or health clinics, that reach new residents and organizations.
- Offer special promotions or discounts to new residents and organizations who use the community hub for the first time.
- Evaluate the success of these outreach efforts by tracking the number of new residents and organizations engaged and the number of events and services provided to these groups.

Ensuring Evolving Community Needs are Addressed:

- Establish a community engagement committee or advisory circle to gather feedback from the Fourth Plain community on a regular basis.
- Utilize community surveys, focus groups, and other methods to gather feedback on the services and programs offered at the community hub.
- Regularly review and evaluate the results of community feedback to identify areas for improvement and make changes to programming accordingly.
- Develop a process for regularly soliciting proposals from community partners and organizations to provide new programs and services.
- Evaluate the success of these efforts by tracking the number of community-driven programs and services offered and the number of residents and organizations engaged in these programs.

Providing Intentional and Respectful Outreach:

- Train staff and volunteers on cultural competency and the importance of providing respectful and inclusive outreach materials and programmatic offerings.
- Utilize language-access services, such as translation or interpretation, to ensure that outreach materials and programmatic offerings are accessible to all members of the Fourth Plain community.
- Work with community partners and organizations to ensure that outreach materials and

programmatic offerings are culturally and linguistically relevant to the community.

- Make changes to outreach materials and programmatic offerings as needed to ensure they continue to be inclusive and respectful to all members of the FP community.

2. REPORTING

3.1 Annual Expense/Revenue Reporting

The Executive Director will be responsible for completing the Annual Expense and Revenue Reporting alongside the Finance Committee and bookkeepers. The reporting will include, but is not limited to, the following:

Liabilities:

- **Utilities:** This includes the cost of electricity, water, gas, and other utilities required to run the facilities.
- **Staff Salaries:** This includes the salaries of all employees, including administrative staff, security staff, and janitorial staff.
- **Furniture and Equipment Repairs:** This includes the cost repairs or replacement of furniture, fixtures and equipment.
- **Insurance:** This includes the cost of insurance for the facilities, including liability insurance and property insurance.
- **Marketing and Advertising:** This includes the cost of marketing and advertising the facilities, including the cost of a website, brochures, flyers, and other promotional materials.
- **Supplies and Equipment:** This includes the cost of supplies and equipment required to run the facilities, including cleaning supplies, office supplies, and kitchen supplies.
- **Technology and Equipment:** This includes the cost of technology and equipment required to run the facilities, including computers, printers, and sound systems.
- **Legal and Accounting Fees:** This includes the cost of legal and accounting services required to run the facilities.

Revenue:

- **Co-working Space Memberships:** This includes revenue generated from the sale of memberships to use the co-working space.
- **Commissary Kitchen Rentals:** This includes revenue generated from the rental of the commissary kitchen by food entrepreneurs and other food businesses.
- **Event Space Rentals:** This includes revenue generated from the rental of the event space for events, such as weddings, parties, and corporate events.
- **Outside Plaza Rentals:** This includes revenue generated from the rental of the outside plaza for events and other activities, such as community markets and festivals.
- **Third-party Rentals:** This includes revenue generated from the rental of facilities by

third-party organizations and businesses, such as the co-working space, event space, and commissary kitchen.

- **Corporate Sponsorships:** This includes revenue generated from corporate sponsorships of events and activities hosted by the facilities.

Timeframes:

The expenses and revenue outlined above will be tracked and reported on an annual basis, with a detailed accounting of the expenses and revenue generated over the course of the year. The information will be used to create a budget for the next year, with adjustments made as needed based on the results of the previous year's budget. This information will be shared with stakeholders, including government agencies, community organizations, and community members, on an annual basis.

3.2 Program Evaluation

An evaluation plan for the FPC should consider both the immediate and long-term impact on the community. Data collection, evaluation and monitoring will be embedded in the roles and responsibilities of all members of staff. Key staff members in this work will be the Administration team.

Utilization Rates:

- **Data Collection:** Install a system for tracking the number of people using the co-working space, commissary kitchen, and event space. This will be done through an electronic check-in system, manual counting, or a combination of both.
- **Set Goals:** Determine the desired utilization rate for each facility by setting goals for the number of memberships sold, the number of events held, and the number of people using each facility. These goals will be realistic, based on the size of the facilities and the local demand.
- **Regular Tracking:** Collect data on the number of people using each facility on a regular basis, such as daily, weekly, or monthly. This data will be entered into a database or spreadsheet for analysis.
- **Data Analysis:** Analyze the data to determine if the utilization rate goals are being met. Compare the actual utilization rate to the goals set, and look for trends over time.
- **Reporting:** Prepare a report that summarizes the utilization rate data, including the actual utilization rate, the utilization rate goals, and any trends that have been observed. This report will be shared with stakeholders, including staff, board members, and community members.
- **Adjustments:** Based on the utilization rate data, make adjustments as needed to ensure that the goals are being met. This could include adjusting the marketing and outreach efforts, changing the hours of operation, or making physical improvements to the facilities.
- **Continuous Improvement:** Continuously monitor the utilization rate data and make

adjustments as needed to ensure that the goals are being met and that the community hub is having the desired impact on the local community.

- **Timeframes:** The utilization rate data should be collected and analyzed on a regular basis, such as monthly or quarterly, with adjustments made as needed. The utilization rate goals should be reviewed annually to ensure that they are still realistic and relevant.

Community Feedback:

- **Determine the Feedback Methods:** This will include surveys, focus groups, or other methods such as interviews or suggestion boxes.
- **Develop the Survey or Focus Group Questions:** Develop a set of questions that will be used to gather feedback from the community. These questions will focus on what is working well and what needs improvement in the community hub, including the co-working space, commissary kitchen, event space, and outside plaza.
- **Analyze & Report the Results:** Analyze the results of the feedback survey or focus group to determine what is working well and what needs improvement and report back to the community and team.
- **Implement Recommendations:** Implement the recommendations from the feedback survey or focus group results to make improvements to the community hub.
- **Repeat the Process:** Repeat the process of collecting feedback from the community on a regular basis, such as annually or bi-annually, to ensure that the community hub is meeting the needs of the local community.

Economic Impact:

- **Data Collection:** Collect data on the number of new jobs created as a result of the community hub, including both direct and indirect jobs. This data can be obtained from local government agencies, labor market reports, and employer surveys.
- **Economic Impact Assessment:** Conduct an economic impact assessment to determine the amount of money generated by local businesses as a result of the community hub. This could include sales tax data, sales data from local businesses, and surveys of local business owners.
- **Benefit-Cost Analysis:** Conduct a benefit-cost analysis to determine the net economic impact of the community hub on the local community. This will take into account the costs of operating the community hub and the benefits generated by new jobs and increased economic activity.
- **Community Engagement:** Engage the local community in the economic impact assessment process by gathering input and feedback from local business owners, community organizations, and other stakeholders.
- **Reporting:** Prepare a report that summarizes the findings of the economic impact assessment and the benefit-cost analysis. This report should be shared with stakeholders, including staff, board members, and community members.

- **Continuous Monitoring:** Continuously monitor the economic impact of the community hub on the local community by collecting data on new jobs and economic activity on a regular basis, such as annually or biannually.
- **Timeframes:** The economic impact assessment and benefit-cost analysis should be conducted annually or biannually, with continuous monitoring of the economic impact on a regular basis.

Equity Outcomes:

- **Data Collection:** Collect data on the demographics and socio-economic characteristics of the community, including data on race, ethnicity, income, education level, and employment status. This data can be collected through census data, surveys, and other sources.
- **Outcome Tracking:** Track key outcomes for the community, such as rates of poverty, unemployment, and educational attainment. This data can be collected through government reports, surveys, and other sources.
- **Community Engagement:** Engage with members of the community to gather their perspectives on the challenges they face and their experiences with services and programs in the community. This can be done through community meetings, focus groups, and other engagement methods.
- **Equity Analysis:** Conduct an equity analysis to compare the outcomes for the community to those of other communities in the area and to identify any disparities. This analysis should also consider the root causes of these disparities, such as systemic racism and economic inequality.
- **Continuous Monitoring:** Continuously monitor the equity outcomes for the community by collecting data on the community demographics and outcomes on a regular basis, such as annually or biannually.
- **Reporting:** Prepare a report that summarizes the findings of the equity outcome evaluation and share it with stakeholders, including government agencies, community organizations, and community members, on an annual or biannual basis.
- **Implementation of Strategies:** Based on the results of the equity outcome evaluation, develop and implement strategies to address disparities and improve equity outcomes for the community.
- **Timeframes:** The equity outcome evaluation should be conducted annually or biannually, with continuous monitoring of the equity outcomes on a regular basis. The results of the equity outcome evaluation should be reported to stakeholders, including government agencies, community organizations, and community members, on an annual or biannual basis.

Long-term Impacts:

- **Initial Surveys and Focus Groups:** Conduct initial surveys and focus groups with members of the community who have used the community hub facilities to gather their

perspectives on the facilities and their experiences. This can be done at the time of their first use of the facilities, or shortly thereafter.

- **Follow-up Surveys and Focus Groups:** Conduct follow-up surveys and focus groups with the same individuals several months or years after their first use of the facilities to determine the long-term impact of the facilities on their lives.
- **Data Collection:** Collect data on key indicators of the impact of the facilities, such as changes in employment status, educational attainment, and income. This data can be collected through follow-up surveys and other sources.
- **Analysis:** Analyze the data collected from the follow-up surveys and focus groups to determine the long-term impact of the facilities on the lives of the individuals who have used them. This analysis should also consider the experiences of different subgroups, such as women, people of color, and people with disabilities.
- **Report Writing:** Write a report summarizing the findings of the long-term impact evaluation and share it with stakeholders, including government agencies, community organizations, and community members.
- **Implementation of Strategies:** Based on the results of the long-term impact evaluation, develop and implement strategies to improve the impact of the community hub on the lives of the individuals who have used the facilities.
- **Timeframes:** The initial surveys and focus groups should be conducted within the first few months of the opening of the community hub facilities, with follow-up surveys and focus groups conducted several months or years later. The data collection and analysis should be conducted on a regular basis, such as annually or biannually. The results of the long-term impact evaluation should be reported to stakeholders on an annual or biannual basis, and the implementation of strategies to improve the impact of the community hub should be ongoing.

3.3 Section 108 loan reporting

The Executive Director will be responsible to ensuring Section 108 Loan Reporting is maintained alongside the senior management team. The process will be on-going and include the following.

- **Data Collection:** Establish a system for tracking and recording the number of people served and their demographics. This data can be collected through membership applications, event registration, and surveys.
- **Demographic Tracking:** Develop a method for recording the demographics of the people served, including income, race, gender, and disabilities. This data should be collected in a manner that protects privacy and confidentiality.
- **Quarterly Reporting:** Compile the data collected into a quarterly report that meets the requirements of the Section 108 loan and the City. The report should include the number of people served, the demographics of the people served, and any additional information required by the loan requirements.

- **Timeframe:** The quarterly reporting should begin within the first quarter of the operation of the community hub and continue until the loan requirements have been fulfilled.
- **Review and Analysis:** Regularly review and analyze the data collected and the quarterly reports to ensure the majority of people accessing services are low to moderate income and the loan requirements are being met. If any changes need to be made to the data collection or reporting process, they should be implemented immediately.
- **Communication:** Maintain open communication with the city to ensure that all requirements and expectations for the Section 108 loan are being met.
- **Record Keeping:** Maintain accurate records of all data collected and quarterly reports submitted to the city for future reference and audit purposes.

3.4 Annual Report

The Executive Director alongside the Senior Management Team and Board committee will provide the Annual report. Its format will outline the following:

1. **Executive Summary:** A brief overview of the year's activities, including the number of programs and services offered, partners operating out of the hub, and a high-level operating budget and revenue/expense breakdown.
2. **Programs and Services:** A detailed description of the programs and services offered at the community hub during the year, including the number of people served, the demographics of the people served, and any notable accomplishments or challenges.
3. **Partners:** A list of partners that operated regularly out of the hub during the year, including descriptions of their activities and any notable accomplishments.
4. **Operating Budget and Revenue/Expense Breakdown:** A summary of the operating budget and revenue/expense breakdown for the year, including any significant changes or challenges faced during the year.
5. **Upcoming Programs and Events:** A preview of the upcoming programs and events for the following year, including any new initiatives or partnerships planned.
6. **Appendices:** Any additional information that supports the report, including graphs and charts, data tables, and photographs.
7. **Timeframe:** The annual report should be published and made available to the local community and community partners within six months of the end of the fiscal year.

4. COORDINATION

4.1 Coordination with the City

Regular weekly meetings will be scheduled upon the commencement of the Agreement and will continue for the duration of said Agreement. FPF will openly and cooperatively work with the City of Vancouver as it currently does, with the Executive Director taking the lead role for FPF.

Fourth Plain Commons Operations Itemized Budget
(6/1/2023)

REVENUES

	2023					2024					2023-24 TOTAL
	Q1	Q2	Q3	Q4	Subtotal	Q1	Q2	Q3	Q4	Subtotal	
Commissary Kitchen				\$0.00	\$0.00	\$0.00	\$44,163.00	\$63,090.00	\$63,090.00	\$63,090.00	\$233,433.00
Feasibility Study Projection %		0%	0%	0%	0%	70%	100%	100%	100%		
Office				\$0.00	\$0.00	\$0.00	\$21,775.00	\$21,775.00	\$21,775.00	\$21,775.00	\$87,100.00
Feasibility Study Projection %		0%	0%	0%	0%	100%	100%	100%	100%		
Event Space				\$0.00	\$0.00	\$0.00	\$16,790.00	\$20,987.50	\$20,987.50	\$20,987.50	\$79,752.50
Feasibility Study Projection %		0%	0%	0%	0%	80%	100%	100%	100%		
TOTAL					\$0.00			TOTAL		\$400,285.50	\$400,285.50

EXPENSES

ITEM	DESCRIPTION	2023					2024					2023-24 TOTAL
		Q1	Q2	Q3	Q4	Subtotal	Q1	Q2	Q3	Q4	Subtotal	
A. Personnel												
Recruitment (4 staff)				\$7,200.00		\$7,200.00					\$0.00	\$7,200.00
Kitchen Manager Salary	\$72,800 salary/year			\$18,200.00	\$18,200.00	\$36,400.00	\$18,200.00	\$18,200.00	\$18,200.00	\$18,200.00	\$72,800.00	\$109,200.00
Kitchen Manager Benefits	29.5% fringe benefits			\$5,369.00	\$5,369.00	\$10,738.00	\$5,369.00	\$5,369.00	\$5,369.00	\$5,369.00	\$21,476.00	\$32,214.00
Property Manager Salary	\$72,800 salary/year			\$18,200.00	\$18,200.00	\$36,400.00	\$18,200.00	\$18,200.00	\$18,200.00	\$18,200.00	\$72,800.00	\$109,200.00
Property Manager Benefits	29.5% fringe benefits			\$5,369.00	\$5,369.00	\$10,738.00	\$5,369.00	\$5,369.00	\$5,369.00	\$5,369.00	\$21,476.00	\$32,214.00
Coordinator Salary (2)	\$52,000 salary/year			\$26,000.00	\$26,000.00	\$52,000.00	\$26,000.00	\$26,000.00	\$26,000.00	\$26,000.00	\$104,000.00	\$156,000.00
Coordinator Benefits (2)	29.5% fringe benefits			\$7,670.00	\$7,670.00	\$15,340.00	\$7,670.00	\$7,670.00	\$7,670.00	\$7,670.00	\$30,680.00	\$46,020.00
Executive Director Salary & Benefits	0.2 FTE / \$52.88/hr / 29.5% fringe			\$7,122.50	\$7,122.50	\$14,245.00	\$7,122.50	\$7,122.50	\$7,122.50	\$7,122.50	\$28,490.00	\$42,735.00
					A. Subtotal	\$183,061.00					A. Subtotal	\$351,722.00
B. Training & Development	Certifications and professional development					\$7,230.00					\$7,000.00	\$14,230.00
C. Professional Consultants	Insurance, legal, accounting, translation					\$9,250.00					\$18,500.00	\$27,750.00
D. Marketing & Communications	Promotional materials and website					\$13,000.00					\$9,000.00	\$22,000.00
E. Facilities Management	Utilities, FF&E Replacement, Supplies, Security					\$66,500.00					\$135,000.00	\$201,500.00
F. IT Systems & Software	Equipment, server, software					\$23,134.00					\$10,621.00	\$33,755.00
G. Contingency						\$15,108.75					\$26,592.15	\$41,700.90
TOTAL EXPENSES						\$317,283.75					\$558,435.15	\$875,718.90
TOTAL REVENUES - EXPENSES						-\$317,283.75					-\$158,149.65	-\$475,433.40



Staff Report: 143-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/17/2023

SUBJECT Commercial Lease Agreement between City of Vancouver and Fourth Plain Forward

Key Points

- Fourth Plain Forward is a non-profit corporation whose platform is to support the success of area residents, promote the unique identity of the International District and work to improve the physical environment of the district within the Fourth Plain Corridor.
- Fourth Plain Forward desires to have an office location within the district to continue to provide services to this multicultural area.
- Lease revenue over term - \$54,396.

Strategic Plan Alignment

Goal 3: Objective 3.1: Strengthen community identity and sense of belonging

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

Present Situation

The City of Vancouver has implemented a multi-year initiative to improve the portion of the Fourth Plain Corridor known as Vancouver's International Business District which is home to the City's most diverse and lowest income neighborhoods. The City of Vancouver and Vancouver Housing Authority have collaborated on a new project – Fourth Plain Community Commons – a mixed use project located on Fourth Plain Boulevard that includes affordable housing on the upper floors and a flexible community-serving space on the ground floor. The ground floor community spaces (commercial kitchen incubator, shared office space, community event space and public plaza) are envisioned as flexible areas where the Fourth Plain community can gather, hold events and access services.

Fourth Plain Forward is a non-profit corporation whose platform is to support the success of area residents, promote the unique identity of the International District and work to improve the physical environment of the district within the Fourth Plain corridor. The district consists of 5 neighborhoods with over 10 different languages spoken, 150+ local businesses and 23,000+ local residents. As

the chosen partner to manage the Fourth Plain Community Commons flexible community-serving space (Commons), the ability for Fourth Plain Forward to also have an office environment within the district will allow them to provide a more accessible meeting space where staff from partner organizations, like the Hispanic Metropolitan Chamber and Workforce Southwest Washington can meet with clients, closer to where they live and do business, allow their board to work closely with the management staff for the Commons space, and provide local access space for those in the community that are interested in additional resources outside of the platform that the Commons provides.

It is proposed to enter into a Commercial Lease Agreement with Fourth Plain Forward for approximately 980 square feet for a Five-year (5-yr) term.

Advantage(s)

1. Provides office space for the organization supporting the success of Fourth Plain.
2. Supports the City's initiative for support of improving the Fourth Plain corridor.

Disadvantage(s)

None anticipated.

Budget Impact

The City will realize a positive cash flow in the amount of \$54,396 over the five-year term. 40% of the revenue is collected by the General Fund and 60% is collected by the Water fund, consistent with the ownership structure of the property.

Prior Council Review

None

Action Requested

Ratify the attached Commercial Lease Agreement between City of Vancouver and Fourth Plain Forward and authorize the City Manager, or their designee, to execute the document.

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

ATTACHMENTS:

- ▢ Lease

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (this “Lease”) is made effective July 1, 2023 (the “Effective Date”) by and between the City of Vancouver, a municipal corporation and first-class city of the State of Washington (the “Lessor” or “City”) and Fourth Plain Forward, a Washington Nonprofit Corporation (the “Lessee”), by which the Lessee leases certain office space from the Lessor. It is hereby agreed between the parties as follows:

1. **Premises.** The Lessor hereby leases to the Lessee the premises designated as Suite 109 (approximately 550 square feet) and Suite 111 (approximately 430 square feet) (the “Premises”) in that certain building commonly known as the Zhen Building located at 5107 E. Fourth Plain Blvd. Vancouver, WA 98661, legally described as Clark County Assessor Parcel 030239-050 (the “Building”); such Premises having a combined floor area of approximately 980 square feet, as depicted on attached Exhibit A.
2. **Term.** The term of the Lease shall be for sixty (60) months (the “Term”) commencing July 1, 2023 (the “Commencement Date”) and ending on June 30, 2028 (the “Expiration Date”). Either party may terminate this Lease for any reason by giving six (6) months advance written notice to the other. Lessee understands and agrees that it has no option to renew or extend the Term of the Lease upon the expiration.
3. **Rent.** Lessee shall pay to Lessor as rent for the Premises equal monthly payments per the schedule below, in advance, on the first day of each month of the Term hereof (the “Rent”). Rent for any period during the Term hereof which is for less than one month shall be a pro rata portion of the monthly installment on a per day basis. Rent shall be payable in lawful money of the United States to Lessor at the address stated herein or to such other persons or at such other places as Lessor may designate in writing.

Rent Schedule		
Year		Monthly Rent
July 1, 2023 – June 30, 2025		\$885.00
July 1, 2025 – June 30, 2026		\$903.00
July 1, 2026 – June 30, 2027		\$921.00
July 1, 2027 – June 30, 2028		\$939.00

The above Rent includes all applicable taxes but excludes Utilities and Services.

4. **Condition of Premises.** Lessee acknowledges Lessee is familiar with the Premises, has made a full inspection of the Premises and agrees to accept the Premises in its present condition, **AS-IS**, and as suitable to meet Lessee’s needs.

5. Improvements. Lessee shall make no alterations, additions, modifications, replacements or improvements to either the interior or the exterior of the Premises during the Term of this Lease, without obtaining Lessor's prior written approval. The cost of any improvements required to support the particular operating needs of the Lessee shall be the responsibility of the Lessee. Any Lessee improvements, including signage, must be approved by the Lessor and shall be made at the Lessee's sole expense. Title to all improvements constructed, installed or attached to the Premises shall rest in the Lessor.
6. Americans with Disabilities Act (ADA). Lessee acknowledges awareness of the ADA. Lessee agrees that all Lessee initiated or requested improvements, alterations, additions and Lessee's uses of the Premises shall comply with the requirements of the ADA. The cost of any ADA improvements required in conjunction with any improvements initiated or requested by the Lessee shall be the sole obligation of the Lessee; otherwise, the cost shall be the sole obligation of the Lessor.
7. No Tenant Improvement Allowance. Notwithstanding anything to the contrary set forth in the Lease, the Parties hereby acknowledge that Lessor and Lessee understand and agree that there are no tenant improvement allowance provisions associated with this Lease. The Premises are leased in AS-IS condition.
8. Parking. Lessee understands that parking is apportioned in conformity with controlling zoning ordinances and that Lessor shall have the right to make such regulations as Lessor deems desirable for the control of parking automobiles associated with the Premises. Parking is assigned per unit and is not to be exceeded during business hours unless assigned beforehand. PARKING IS NOT ALLOWED ANYWHERE ON THE NORTH END OF THE BUILDING. Lessee will be permitted access to four (4) complementary parking spots at the front of the Building, so long as such parking is available. These spaces may be marked with signage at the Lessee's sole expense and in conformity with other signage and can be placed upon the fence to mark Lessee's designated spaces. Lessee shall be responsible for assigning said spaces to its employees and assuring that its employees do not park in public spaces set aside for customer parking or those spaces assigned to other Building tenants. Additional customer parking (unassigned) is available at the back of the Building parking lot on a first-come, first-served basis. Please respect the other Building tenant's parking privileges and comply with parking rules. Any vehicles left in the Building parking lot overnight may be towed without further notice at the owner's expense.
9. Utilities, Services and Taxes. The Lessee shall provide for all necessary janitorial services, telecommunication services ("Services") and will, effective as of the Commencement Date and for the duration of this Lease, directly subscribe to and promptly pay all charges for utilities including electric, gas, and waste removal ("Utilities"). Rent is inclusive of all taxes, including applicable leasehold excise tax. To the extent that Lessee fails to directly pay any Services or Utilities associated with the Premises, such costs shall be deemed "Additional Rent" due and payable to Lessor. Lessor will promptly pay all charges for water, sewer and stormwater.

10. Maintenance. Lessee shall keep the Premises, systems unique to the Premises, and all items therein installed by Lessee in good condition, excepting only reasonable wear and tear. The Lessor will at all times maintain the structural and mechanical components of the Building, including Building heating and air conditioning, electrical, plumbing, roof, doors, windows and other permanent Building fixtures. Notwithstanding the foregoing, maintenance, repair, and replacement of those improvements, including specialized electrical, heating, and air conditioning, directly related to the operation of the Lessee shall be the sole responsibility of the Lessee. The Lessee shall be responsible for any and all damages to the Premises or Building arising from the Lessee operations, acts or omissions of its employees, agents, invitees or licensees.
11. Inspection. Lessee shall allow the City's authorized representatives access to the Premises at all reasonable hours for the purpose of examining and inspecting the Premises for the purposes necessary, incidental to, or connected with the performance of its obligations hereunder, or in the exercise of Lessor's governmental functions.
12. Permitted Use. Lessee shall use the Premises only for conducting the following business and for no other purpose without Lessor's written consent: Office space .
13. Sublease. Lessee shall not have the right to sublease all or any of the Premises.
14. Indemnity. The Lessee agrees fully to indemnify and save and hold harmless the Lessor from and against all claims and actions and all expenses incidental to the investigation and defense thereof based upon or arising out of damage or injuries to third persons, or their property, or to the Premises caused by the fault or the negligence of the Lessee, its agents or employees, in the use or occupancy by the Lessee of the Premises covered by this Lease provided, however, that the Lessee shall not be liable for any injury, damage or loss to the extent such injury, damage or loss is caused by the sole negligence of the Lessor, its agents or employees. The Lessor agrees fully to indemnify and save and hold harmless the Lessee from and against all claims and actions and all expenses incidental to the investigation and defense thereof based upon or arising out of damage or injuries to third persons, or their property, or to the leased Premises caused by the sole negligence of the Lessor, its agents or employees; provided, however, that the Lessor shall not be liable for any injury, damage or loss to the extent such injury, damage or loss is caused by the negligence of the Lessee, its agents or employees. This indemnity shall include any claim made against the indemnitor by an employee of the indemnitee, or by an employee of a contractor of the indemnitee, even if the indemnitee or contractor is immune from liability under the Worker's Compensation statutes or similar statute or program.
15. Liability Insurance. Lessee agrees to carry and keep in force general commercial liability insurance covering personal injury and death and property damage, liability insurance, and such other insurance as may be necessary to protect the City herein from such claims and actions aforesaid. Without limiting its liabilities aforesaid, Lessee agrees to maintain with insurance underwriter satisfactory to Lessor a standard form of policy or policies of insurance in a sum of not less than \$1,000,000 combined single limit bodily injury and property damage liability. Such policy or policies shall name Lessor as an additional insured and a certificate

outlining said coverage shall be on file with the City Risk Manager within fifteen (15) days of the signing of this Lease.

16. Personal Property Insurance. Lessee shall secure and maintain insurance coverage adequate for any of Lessee's personal property, furnishings, fixtures, or equipment on or about the Premises at Lessee's sole cost and expense. Lessor shall have no liability whatsoever for loss or damage to any of Lessee's personal property or improvements associated with the Premises, whatever the cause of such loss or damage may be.
17. Subrogation. The Lessor and the Lessee as further consideration for the execution of this Lease to each hereby mutually agree and promise one another that they shall waive their respective rights to subrogate to their respective insurance carriers all claims of recovery for loss, damage or injuries sustained by Lessor and the Lessee and arising out of or incident to fire or explosion in, on or about the Premises and including other perils included in the standard fire policies with extended coverage endorsement attached as used in the State of Washington, whether such loss, damage or injury is due to the negligence of said Lessor or Lessee, their agents or employees, or otherwise; provided, however, that this Lease shall be dependent upon both the Lessor and the Lessee having the contractual right with their respective insurance carriers to waive subrogation.
18. Storage, Trash. Lessee shall not store anything outside except in areas approved by Lessor. The design and location of screens for storage areas must be approved by Lessor. Trash and garbage receptacles shall be kept covered. Lessee shall dispose of trash and other matter in a manner acceptable to Lessor, at Lessee's sole cost and expense.
19. Signs. Lessee will obtain Lessor's prior approval of the location, design, size, color, materials, and other details of any signs to be located on the Premises. Signs will be designed and constructed in compliance with city and county sign codes.
20. Compliance with Laws. Lessee shall observe and obey all the laws, ordinances, regulations and rules of the federal, state, county, and municipal governments which may be applicable to its operations and the Premises.
21. Warranties and Guarantees. Lessor makes no warranty, guaranty, or averment of any nature whatsoever concerning the condition of the Premises, including the physical condition thereof, or any condition which may affect the Premises and it is agreed the Lessor will not be responsible for any loss, damage, or costs which may be incurred by Lessee by reason of any such condition or conditions.
22. Redelivery: Upon termination of this Lease through the passage of time or otherwise, Lessee shall have no further right or interest in the Premises and the Lessor shall be entitled to have the Premises returned to it immediately in clean, broom swept condition that is substantially similar to the condition of the Premises on the Commencement Date.
23. Holding Over. In the event Lessee shall hold over and remain in possession of the Premises after the expiration of this Lease without any written renewal thereof, which is not

contemplated by or authorized under this Lease, such holding over shall not be deemed to operate as a renewal or extension of this Lease, but shall only create a tenancy for month-to-month which may be terminated at any time by Lessor. Rent during such month-to-month holdover period shall be at a rate of one hundred fifty percent (150%) of the current Rent at the expiration of the Term.

24. Non-Waiver. Any waiver of any breach of covenants herein contained to be kept and performed by either party hereto shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the other party hereto from declaring a forfeiture, termination, or cancellation for any succeeding breach either of the same condition or covenant or otherwise. Acceptance of Rent or of any other payment by Lessor from Lessee after any default by Lessee shall not constitute a waiver of such default or of any other default.
25. Attorney Fees. In the event any action or suit or proceeding is brought to collect the Rent due or to become due hereunder or any portion thereof, or to take possession of the Premises or to enforce compliance with this Lease, the prevailing party agrees to pay such sum as the courts may adjudge reasonable as attorney's fees to be allowed in said suit, action or proceeding, and in the event of an appeal, as allowed by the appellate courts.
26. Default. (a) if Lessee shall fail to pay Rent or Additional Rent when due, or (b) if Lessee shall fail or neglect to do, perform, or observe any of the covenants contained herein on Lessee's part to be kept and performed, and such default under (a) herein shall continue for a period of not less than 10 days, or under (b) herein for a period of not less than 30 days, unless otherwise agreed to in writing by Lessor, after Lessor has notified Lessee in writing of Lessee's default hereunder, or if Lessee shall be declared to be bankrupt or insolvent according to law or if any assignment of its property shall be made for the benefit of creditors, or if any mortgages obtained by Lessee for structures built on, or furniture, fixtures, and equipment installed in, the Premises are foreclosed, or Lessee abandons the facility herein, or the primary Building mentioned herein for a period of 30 days, then in any of said cases or events, Lessor, lawfully may, at its option, immediately or at any time thereafter, without demand or notice terminate this Lease, enter into and upon Premises or any part thereof and repossess the same of its former state, and expel said Lessee and those claiming by, through or under it, and remove its effects, if any, forcibly, if necessary, without compensation and without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of Rent or proceeding breach of covenant.
27. Quiet Enjoyment. Lessor agrees that on payment of the Rent and performance of the covenants and agreements on the part of Lessee to be performed hereunder, Lessee shall peaceably have and enjoy the Premises.
28. Non-Discrimination. Pursuant to Title VII of the Civil Rights Act of 1964, Lessee agrees it will not discriminate on the grounds of race, sex, color, or national origin, and will not permit discrimination against any persons or groups of persons in any manner prohibited.

29. Interpretation of Lease. Nothing in this Lease shall be construed or interpreted in any manner whatsoever as limiting, relinquishing, or waiving of any rights or ownership enjoyed by Lessor.
30. Invalid Provisions. In the event any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided that the invalidity of such covenant, condition or provision does not materially prejudice either the Lessor or Lessee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Lease.
31. Successors and Assigns. This Lease binding upon and shall inure to the benefit of the legal representative, successors and assigns of the respective parties hereto.
32. Notices. Notices provided pursuant to this Lease must be sent by certified mail, postage prepaid, addressed to the following or to such other respective address as the parties may designate to each other in writing from time to time:

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

Lessee: Fourth Plain Forward
ATTN: Paul Burgess, Executive Director
5107 E. Fourth Plain Blvd, Suite 111
Vancouver, WA 99661

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

[REMAINDER OF PAGE INTENTIONALLY BLANK - SIGNATURE BLOCK FOLLOWS]

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

CITY OF VANCOUVER

FOURTH PLAIN FORWARD

Eric J. Holmes, City Manager

Paul Burgess, Executive Director

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

STATE OF WASHINGTON)
 ss:
County of Clark)

On this day personally appeared before me Eric J. Holmes, City Manager, to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purpose therein mentioned. Given under my hand and official seal this _____ day of _____, 2023.

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

STATE OF WASHINGTON)
 ss:
County of Clark)

On this day personally appeared before me Paul Burgess, Executive Director, to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as his free and voluntary act and deed, for the uses and purpose therein mentioned. Given under my hand and official seal this _____ day of _____, 2023.

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

ZHEN BUILDING

EXHIBIT A

Fourth Plain Forward 430 SF	City of Vancouver 1200 SF	Amazing Hair Salon 1000 SF	Dice Age Games 2400 SF	Del Sol 2200 SF

PARKING

FOURTH PLAIN BLVD



Staff Report: 144-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/17/2023

SUBJECT Commercial Lease Agreement between City of Vancouver and Mirna Echavarria d/b/a/ Amazing Hair by Mirna

Key Points

- The City (40% General fund, 60% Water fund) owns commercial real estate on Fourth Plain that was purchased for the potential expansion of the Operations Center.
- One of the current property tenants is Hair By Mirna, a minority woman owned small business within the Fourth Plain corridor.
- The original lease has expired and the current tenant would like to extend it for an additional 5-year time period.
- Lease revenue over term - \$59,910.

Strategic Plan Alignment

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

Goal 8, Objective 8.2 Strengthen neighborhood business districts

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

Present Situation

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

This building is a Class C office/retail space that is anticipated to be part of the overall re-development of this area upon completion of a new Operations Center complex. It is our goal to maintain tenancy in this building until re-development occurs. Amazing Hair by Mirna is a minority woman owned hair salon currently utilizing one of the suites within the building. In order to continue

the City's initiative to provide services to the Fourth Plain International District, which is home to the City's most diverse and lowest income neighborhoods, staff is recommending that a new 5-year lease agreement be entered into with Amazing Hair by Mirna.

It is proposed to enter into a Commercial Lease Agreement with Mirna Echavarria d/b/a Amazing Hair By Mirna for approximately 1,400 square feet for a Five-year (5-yr) term.

Advantage(s)

1. Provides services to residents within the Fourth Plain International District.
2. Supports the City's initiative for support of improving the Fourth Plain corridor.

Disadvantage(s)

None anticipated.

Budget Impact

The City will realize a positive cash flow in the amount of \$59,910 over the five-year term. 40% of the revenue is collected by the General Fund and 60% is collected by the Water fund, consistent with the ownership structure of the property.

Prior Council Review

None

Action Requested

Ratify the attached Commercial Lease Agreement between City of Vancouver and Mirna Echavarria d/b/a/ Amazing Hair By Mirna and authorize the City Manager, or their designee, to execute the document.

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

ATTACHMENTS:

- Lease

LEASE AGREEMENT

This is a lease between the City of Vancouver, a municipal corporation and first class city of the State of Washington, (Lessor) and Mirna Echavarria d/b/a Amazing Hair by Mirna, a Washington Sole Proprietor (Lessee), by which the Lessee leases certain space in a building from the Lessor. It is hereby agreed between the parties as follows:

1. Premises. The Lessor hereby leases to the Lessee a portion of the space in that certain building to be known as the "Zhen Building" at 5107 E. Fourth Plain Blvd., Suite 106, Vancouver, WA 98661, legally described as Clark County Assessor Parcel 030239-050 (Premises); such space having a floor area of approximately 1,000 square feet, as identified in attached Exhibit "A".
2. Condition of Premises. Lessee acknowledges Lessee is familiar with the Premises, has made a full inspection of the Premises and agrees to accept the Premises in its present condition, as is, and as suitable to meet Lessee's needs.
3. Improvements. Lessee shall make no alterations, additions, modifications, replacements or improvements to either the interior or the exterior of the leased Premises during the term of this lease, without obtaining Lessor's prior written approval. The cost of any improvements required to support the particular operating needs of the Lessee shall be the responsibility of the Lessee. Any Lessee improvements, including signage, must be approved by the Lessor and shall be made at the Lessee's sole expense. Title to all improvements constructed, installed or attached to the premises shall rest in the Lessor.
4. Americans with Disabilities Act (ADA). Lessee acknowledges awareness of the ADA. Lessee agrees that all Lessee initiated or requested improvements, alterations, additions and Lessee's uses of the Premises shall comply with the requirements of the ADA. The cost of any ADA improvements required in conjunction with any improvements initiated or requested by the Lessee shall be the sole obligation of the Lessee; otherwise the cost shall be the sole obligation of the Lessor.
5. Term. The term of the Lease shall be for Sixty (60) months commencing July 1, 2023, and ending on June 30, 2028. Either party may terminate this agreement for any reason by giving six (6) months written notice to the other.

Lessee understands and agrees that it has no option to renew/extend the term of the lease upon the expiration of its term which ends on June 30, 2028.
6. Rent. Lessee shall pay to Lessor as Rent for the Premises equal monthly payments per the schedule below, in advance, on the first day of each month of the Term hereof. Rent for any period during the Term hereof which is for less than one month shall be a pro rata

portion of the monthly installment. Rent shall be payable in lawful money of the United States to Lessor at the address stated herein or to such other persons or at such other places as Lessor may designate in writing.

Year	Monthly Rent (Gross Amount)
July 1, 2023 – June 30, 2025	\$975.00
July 1, 2025 – June 30, 2026	\$994.50
July 1, 2026 – June 30, 2027	\$1,014.00
July 1, 2027 – June 30, 2028	\$1,034.50

The above rates include all applicable taxes.

7. Tenant Improvement Allowance. Notwithstanding anything to the contrary set forth in the Lease, the Parties hereby acknowledge that Lessor and Lessee understand and agree that there are no Tenant Improvement Allowance provisions associated with this Lease. The property is leased in as-is condition.
8. Parking. Lessee understands that parking is apportioned in conformity with controlling zoning ordinances and that Lessor shall have the right to make such regulations as Lessor deems desirable for the control of parking automobiles on the leased Premises. Parking is assigned per unit and is not to be exceeded during business hours unless assigned beforehand. NO PARKING ON THE NORTH END OF THE BUILDING. Your unit will be allowed 3 parking spots at the front of the building. These spaces may be marked with signage at the Lessee's sole expense and in conformity with other signage and can be placed upon the fence to mark your spaces. Lessee shall be responsible for assigning said spaces to its employees and assuring that its employees do not park in public spaces set aside for customer parking or those spaces assigned to other tenants. Additional customer parking (unassigned) is provided at the back of the parking lot on a first come basis. Please respect the other tenant's parking privileges and comply with parking rules. Any vehicles left in the parking lot overnight may be towed at the owner's expense unless prior agreement has been made to do so.
9. Utilities, Services and Taxes. The Lessee shall provide for all necessary janitorial services and will promptly pay all charges for utility services, including electric, gas and garbage. Lessee shall provide for the expenses necessary for the daily operation of Lessee, including the cost of all consumables such as paper goods, lamps, etc. Rental rate is inclusive of all taxes. Lessee shall keep the premises and all items therein installed by Lessee in good condition, except only for reasonable wear and tear. Lessor will promptly pay all charges for water, sewer and stormwater.

10. Maintenance. The Lessor will at all times maintain the structural and mechanical components of the building, including heating and air conditioning, electrical, plumbing, roof, doors, windows and other permanent fixtures, except that those improvements, including specialized electrical, heating and air conditioning, directly related to the operation of the Lessee, shall be the responsibility of the Lessee. The Lessee shall be responsible for any and all damages to the building arising from the Lessee operations, acts or omissions of its employees, agents, invitees or licensees.
11. Inspection. Lessee shall allow the City's authorized representatives access to the leased Premises at all reasonable hours for the purpose of examining and inspecting said Premises for the purposes necessary, incidental to or connected with the performance of its obligations hereunder, or in the exercise of its governmental functions.
12. Permitted Use. Tenant shall use the Property only for conducting the following business and for no other purpose without Landlord's written consent: Office and storage for commercial and residential janitorial & property maintenance service.
13. Sublease. Lessee shall not have the right to sublease all or any of the leased space
14. Indemnity. The Lessee agrees fully to indemnify and save and hold harmless the Lessor from and against all claims and actions and all expenses incidental to the investigation and defense thereof based upon or arising out of damage or injuries to third persons, or their property, or to the leased Premises caused by the fault or the negligence of the Lessee, its agents or employees, in the use or occupancy by the Lessee of the Premises covered by this agreement provided, however, that the Lessee shall not be liable for any injury, damage or loss to the extent such injury, damage or loss is caused by the sole negligence of the Lessor, its agents or employees. The Lessor agrees fully to indemnify and save and hold harmless the Lessee from and against all claims and actions and all expenses incidental to the investigation and defense thereof based upon or arising out of damage or injuries to third persons, or their property, or to the leased Premises caused by the sole negligence of the Lessor, its agents or employees; provided, however, that the Lessor shall not be liable for any injury, damage or loss to the extent such injury, damage or loss is caused by the negligence of the Lessee, its agents or employees. This indemnity agreement shall include any claim made against the indemnitor by an employee of the indemnitee, or by an employee of a contractor of the indemnitee, even if the indemnitee or contractor is immune from liability under the Worker's Compensation statutes or similar statute or program.
15. Liability Insurance. Lessee agrees to carry and keep in force general liability insurance covering personal injury and death and property damage, liability insurance, and such other insurance as may be necessary to protect the City herein from such claims and actions aforesaid. Without limiting its liabilities aforesaid, Lessee agrees to maintain with insurance underwriter satisfactory to Lessor a standard form of policy or policies of insurance in a sum of not less than \$1,000,000 combined single limit bodily injury and property damage liability. Such policy or policies shall name Lessor as an additional insured and a certificate outlining said coverage shall be on file with the City Risk Manager within fifteen (15) days of the signing of this lease.

16. Fire Insurance. The Lessor shall provide and keep in force fire insurance coverage, including the extended coverage endorsement, upon the Lessor's property to the full insurable value thereof. All proceeds of any such insurance shall be payable to Lessor. Such insurance coverage purchased by Lessor will not provide coverage for any contents nor Lessee improvements in or on the Premises. Lessor has the right to elect to self-insure such exposure(s).
17. Subrogation. The Lessor and the Lessee as further consideration for the execution of this agreement to each hereby mutually agree and promise one another that they shall waive their respective rights to subrogate to their respective insurance carriers all claims of recovery for loss, damage or injuries sustained by Lessor and the Lessee and arising out of or incident to fire or explosion in, on or about the Premises and including other perils included in the standard fire policies with extended coverage endorsement attached as used in the State of Washington, whether such loss, damage or injury is due to the negligence of said Lessor or Lessee, their agents or employees, or otherwise; provided, however, that this agreement shall be dependent upon both the Lessor and the Lessee having the contractual right with their respective insurance carriers to waive subrogation.
18. Storage, Trash. Lessee shall not store anything outside except in areas approved by Lessor. The design and location of screens for storage areas must be approved by Lessor. Trash and garbage receptacles shall be kept covered. Lessee shall dispose of trash and other matter in a manner acceptable to Lessor, at Lessee's expense.
19. Signs. Lessee will obtain Lessor's prior approval of the location, design, size, color, materials, and other details of any signs to be located on the Premises. Signs will be designed and constructed in compliance with city and county sign codes.
20. Laws, ordinances, etc. Lessee shall observe and obey all the laws, ordinances, regulations and rules of the federal, state, county, and municipal governments which may be applicable to its operations.
21. Warranties and Guarantees. Except as hereinafter provided, the Lessor makes no warranty, guaranty or averment of any nature whatsoever concerning the condition of the leased Premises, including the physical condition thereof, or any condition which may affect the leased Premises, and it is agreed the Lessor will not be responsible for any loss, damage, or costs which may be incurred by Lessee by reason of any such condition or conditions.
22. Redelivery: Upon termination of this lease through the passage of time or otherwise, Lessee shall have no further right or interest in the leased Premises and the Lessor shall be entitled to have the leased Premises returned to it immediately.
23. Holding over. In the event Lessee shall hold over and remain in possession of the leased Premises after the expiration of this agreement, without any written renewal thereof, such holding over shall not be deemed to operate as a renewal or extension of this agreement, but shall only create a tenancy for month to month which may be terminated at any time by Lessor.

Rent during such month to month holdover period shall be at a rate of one hundred fifty percent (150%) of the current rent at the expiration of the agreement.

24. Non-waiver. Any waiver of any breach of covenants herein contained to be kept and performed by either party hereto shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the other party hereto from declaring a forfeiture, termination, or cancellation for any succeeding breach either of the same condition or covenant or otherwise. Acceptance of rent or of any other payment by Lessor from Lessee after any default by Lessee shall not constitute a waiver of such default or of any other default.
25. Attorney fees. In the event any action or suit or proceeding is brought to collect the rent due or to become due hereunder or any portion thereof, or to take possession of said premises or to enforce compliance with this agreement, the prevailing party agrees to pay such sum as the courts may adjudge reasonable as attorney's fees to be allowed in said suit, action or proceeding, and in the event of an appeal, as allowed by the appellate courts.
26. Default. (a) if Lessee shall fail to pay rent when due, or (b) if Lessee shall fail or neglect to do, perform, or observe any of the covenants contained herein on Lessee's part to be kept and performed, and such default under (a) herein shall continue for a period of not less than 10 days, or under (b) herein for a period of not less than 30 days, unless otherwise agreed to in writing by Lessor, after Lessor has notified Lessee in writing of Lessee's default hereunder, or if Lessee shall be declared to be bankrupt or insolvent according to law or if any assignment of its property shall be made for the benefit of creditors, or if any mortgages obtained by Lessee for structures built on the leased land are foreclosed, or Lessee abandons the facility herein, or the primary building mentioned herein for a period of 30 days, then in any of said cases or events, Lessor, lawfully may, at its option, immediately or at any time thereafter, without demand or notice terminate this lease, enter into and upon said Premises or any part thereof and repossess the same of its former state, and expel said Lessee and those claiming by, through or under it, and remove its effects, if any, forcibly, if necessary, without compensation and without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or proceeding breach of covenant
27. Quiet enjoyment. Lessor agrees that on payment of the rent and performance of the covenants and agreements on the part of Lessee to be performed hereunder, Lessee shall peaceably have and enjoy the lease Premises and all rights and privileges of said Premises, its appurtenance and facilities granted herein.
28. Non-discrimination. Pursuant to Title VII of the Civil Rights Act of 1964, Lessee agrees it will not discriminate on the grounds of race, sex, color, or national origin, and will not permit discrimination against any persons or groups of persons in any manner prohibited.
29. Interpretation of lease. Nothing in this lease shall be construed or interpreted in any manner whatsoever as limiting, relinquishing, or waiving of any rights or ownership enjoyed by Lessor.

30. Invalid provisions. In the event any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided that the invalidity of such covenant, condition or provision does not materially prejudice either the Lessor or Lessee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this lease.
31. Successors and assigns bound by covenants. All the terms, covenants and agreements herein contained shall be binding upon and shall insure to the benefit of the legal representative, successors and assigns of the respective parties hereto.
32. Notices. Notices provided for herein shall be sufficient if sent by certified mail, postage prepaid, addressed to the following or to such other respective address as the parties may designate to each other in writing from time to time:
- Lessor: City of Vancouver
Attn: Property Management
PO Box 1995
Vancouver, WA 98668-1995
- Lessee: Mirna Echavarria
d/b/a Amazing Hair By Mirna
13218 NE 98th Street
Vancouver, WA 99682
33. Ratification. Acts taken pursuant to this agreement but prior to its execution are hereby ratified and affirmed.
34. Time is of the Essence. It is agreed that time is of the essence under this lease and of the payments and performances hereunder.
35. Applicable Law. This lease shall be construed, applied and enforced in accordance with the laws of the State of Washington. Any action brought under this Agreement shall be brought in Clark County, Washington.

SIGNATURE BLOCK ON FOLLOWING PAGE

Dated this _____ day of _____, 2023.

CITY OF VANCOUVER

MIRNA ECHAVARRIA d/b/a AMAZING
HAIR BY MIRNA

Eric J. Holmes, City Manager

Mirna Echavarria, Owner

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

STATE OF WASHINGTON)
 ss:
County of Clark)

On this day personally appeared before me ERIC J. HOLMES, City Manager, to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purpose therein mentioned. Given under my hand and official seal this _____ day of _____, 2023.

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

STATE OF WASHINGTON)
 ss:
County of Clark)

On this day personally appeared before me Mirna Echavarria, to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purpose therein mentioned. Given under my hand and official seal this _____ day of _____, 2023.

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

ZHEN BUILDING

EXHIBIT A

Fourth Plain Forward 430 SF	City of Vancouver 1200 SF	Amazing Hair Salon 1400 SF	Dice Age Games 2400 SF	Del Sol 2200 SF
Fourth Plain Forward 550 SF				

PARKING

FOURTH PLAIN BLVD



Staff Report: 145-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/17/2023

SUBJECT Marine Program Private/Public Partnership Cash Donations – United Grain

Key Points

- United Grain has committed cash donations of \$30,000 in 2022 and \$40,000 in 2023 to the Vancouver Fire Department's marine program.
- VMC Chapter 3.26 and City policy require City Council approval for donations in excess \$25,000.

Present Situation

Prior to the award of the federal 2009 Port Security grant in 2012, Vancouver Fire hired an outside consultant to solicit interest in establishing and maintaining an ongoing marine response program and acquiring a new vessel to serve as a platform for the program.

As part of the consultation, stakeholders were asked if they would be interested in providing initial funding via pledges to help kickstart expanding the program. United Grain was one of the commercial stakeholders pledging ongoing support over the first ten years of the program, rounding out their commitment with donations of \$30,000 in 2022 and \$40,000 in 2023.

During 2022 year-end grant administration of an unrelated donation, the ordinance requirement for Council acceptance came to light in this instance.

Advantage(s)

Accepting the donations will result in \$70,000 in revenue dedicated to the marine response program.

Disadvantage(s)

None

Budget Impact

None

Prior Council Review

None

Action Requested

Adopt a resolution to accept \$70,000 United Grain marine program donations.

Tom O'Connor, Fire Division Chief, 360-487-7206

ATTACHMENTS:

- ▣ Resolution
- ▣ Ordinance M-4129 Staff Report and Attachments

7/17/2023

RESOLUTION NO. M- [Resolution Number]

A RESOLUTION accepting donations from United Grain for 2022 and 2023 to support Vancouver Fire's Marine Response Program.

WHEREAS, the Vancouver Fire Department has an established marine response program; and

WHEREAS, the marine program includes trained firefighters and a quick-response rescue boat that provides rapid water response to fire, rescue and hazmat incidents occurring on or along the Columbia River; and

WHEREAS, when the marine response program launched in 2012, United Grain Corporation pledged ongoing support over the first ten years of the program; and

WHEREAS, United Grain has pledged donations of \$30,000 in 2022 and \$40,000 in 2023 to benefit the marine response program; and

WHEREAS, City staff have reviewed the donations and determined there are no negative policy implications or impacts on future capital, operations, or maintenance costs.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The City hereby accepts United Grain's donations for the years 2022 and 2023, totaling a combined \$70,000, as set forth above and described in staff report SR-_____.

Section 2. The City appreciates United Grain's generous donations and the positive impact the donations will have on providing emergency services to our community.

ADOPTED at a Regular Meeting of the Vancouver City Council this 17th, of July, 2023.

RESOLUTION - 1

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, Acting City Attorney

RESOLUTION - 2

STAFF REPORT NO. 112-15

TO: Mayor and City Council
FROM: Eric Holmes, City Manager

DATE: 07/27/2015



Subject: Adoption of ordinance regulating the acceptance of donations to the City.

Key Points:

- RCW 35.21.100 requires that donations of cash, personal or real property to municipalities be accepted by ordinance.
- The City is proposing to adopt a general ordinance that requires the establishment of procedures for accepting and receipting donations.

Objective: Adopt an ordinance, consistent with the requirements of RCW 35.21.100, that establishes procedures and policies for accepting donations of cash, real and personal property.

Present Situation: RCW 35.21.100 requires donations of cash, personal or real property to municipalities be accepted by ordinance. Cities may accept each donation via separate ordinance or may adopt a general ordinance to establish a procedure and means for accepting and accounting for donations. The City is proposing to adopt a general ordinance and has developed a policy and process for accepting donations.

Advantages: Establishes a consistent, City-wide policy and process for accepting donations of cash, personal and real property.

Disadvantages: None

Budget Impact: None

Prior Council Review: Council workshop on July 6, 2015

Action Requested:

1. On July 27, 2015 approve ordinance on first reading, setting date of second reading and public hearing for August 3, 2015.
2. On August 3, 2015, subject to second reading and public hearing, approve the ordinance.

Attachments:

- Ordinance
- Donation Policy
- Charitable Donation Substantiation Form

To request other formats, please contact:
City Manager's Office
(360) 487-8600 | WA Relay: 711
Amanda.Delapena@cityofvancouver.us



07/27/15

08/03/15

ORDINANCE NO. M-4129

AN ORDINANCE relating to donations of both money and property to the City of Vancouver, adding a new Chapter 3.26 to the Vancouver Municipal Code; providing for severability and an effective date.

WHEREAS, as set forth in SR 112-15, RCW 35.21.100 requires that donations to the City be accepted by ordinance, and while City ordinances provide for acceptance of certain donations, the City has a need for a general ordinance to establish a procedure and means for the receipt of and the accounting for donations to the City; 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. A new chapter 3.26 is hereby added to the Vancouver Municipal Code to read as follows:

Chapter 3.26
Donations of Property to City

Section 3.26.010	Administration.
Section 3.26.020	Use.
Section 3.26.030	Acceptance.

Section 2. A new section 3.26.010 is hereby added to the Vancouver Municipal Code to read as follows:

3.26.010 Administration.

The City Manager or designee shall have the responsibility for the administration of all donations to the City and may issue policies and procedures to implement this ordinance.

Section 3. A new section 3.26.020 is hereby added to the Vancouver Municipal Code to read as follows:

3.26.020 Use.

In the event a donor has indicated the donation is for a specific intended use by the City, such donation shall, to the extent reasonably feasible, be used consistent with the donor's desired use. If a donor has not specified a particular desired use, the donation may be used for any municipal purpose.

Section 4. A new section 3.26.030 is hereby added to the Vancouver Municipal Code to read as follows:

3.26.030 Acceptance.

All monetary and non-monetary donations shall be reviewed and either accepted or denied consistent with the policies and procedures created to implement this ordinance.

Section 5. 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 6. Effective date. This ordinance shall become effective five (5) days following the date of final adoption.

Read first time: July 27, 2015

Ayes: Councilmembers Topper, McEnany-Ogle, Turley, Burkeman,
Smith, Mayor Leavitt

Nays: Councilmembers

Absent: Councilmembers Hansen

Read second time: August 3, 2015

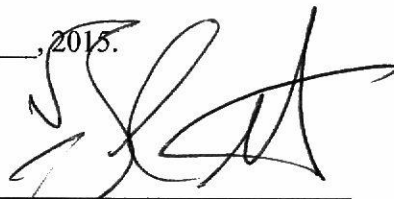
PASSED by the following vote: 7-0

Ayes: Councilmembers Topper, McEnany-Ogle, Turley, Hansen, Burkeman,
Smith, Mayor Leavitt

Nays: Councilmembers
None

Absent: Councilmembers None

SIGNED this 3rd day of August, 2015.

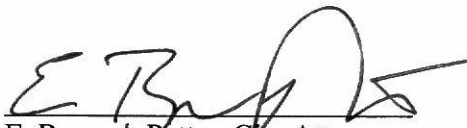


Timothy D. Leavitt, Mayor

Attest:

Approved as to form:



R. Lloyd Tyler, City Clerk
By: Carrie Lewellen, Deputy City Clerk

E. Bronson Potter, City Attorney

SUMMARY

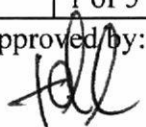
ORDINANCE NO. M-4129

AN ORDINANCE relating to donations of both money and property to the City of Vancouver, adding a new Chapter 3.26 to the Vancouver Municipal Code; providing for severability and an effective date.

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



POLICY AND PROCEDURE

CITY OF VANCOUVER WASHINGTON	INDEX			
	Administrative			
Subject	Number 100-41	Rev.	Effective Date 8/8/15	Page 1 of 5
Donation Acceptance Policy	Supersedes _____	Prepared by: J. Bader	Approved by: 	

1.0 Purpose

The purpose of this policy is to authorize the acceptance of donations for public purposes that are consistent with and support the City of Vancouver's mission, strategic plan and services, and to outline the process and specify policies and procedures for doing so. This policy applies to donations being given to the City of Vancouver as an organization. The process and policy for gifts to individual Councilmembers is defined in Council Policy #100-36.

2.0 Organizations Affected

City Council, all departments.

3.0 References

City Council Resolution M-4129, Date
City Council Code of Ethics and Conduct, Policy #100-36
Vancouver Municipal Code, Section 2.16.100, Amended 8/16/99

4.0 Definitions

- 4.1 "City manager" means the city manager of the city of Vancouver, or his or her designee.
- 4.2 "Department head" includes the head of any city department, or his or her designee.
- 4.3 "Donation" is defined as any monetary or nonmonetary gift, grant or bequest to the city of Vancouver. A monetary donation includes cash or a check, money order or other

negotiable instrument. A nonmonetary donation includes real or tangible personal property.

- 4.4 “Donor intent” is the purpose, publicly expressed or not, for which the donor intends a charitable gift or bequest.
- 4.5 “Endowment” is a special fund whereby the principal is held for investment and the interest earned on the principal is spent as directed by the donor.
- 4.6 “Groups of similar items” are items of property of the same generic category or type, such as coin collections, lithographs, paintings, books, clothing, photographs, jewelry, etc.
- 4.7 “Tangible personal property” is any property, other than land or buildings, which can be seen or touched. It includes furniture, books, jewelry, paintings, and cars.
- 4.8 “Real property” is land and generally anything built on, growing on, or attached to land.

5.0 Funds- Accounting

The city of Vancouver finance department is responsible for providing for the financial administration of any donation to the city. If necessary, the finance department shall track the proposed use of any such donation and shall maintain separate records of accounts showing receipts and disbursements. The finance director may establish further rules and regulations for the accounting and administration of donations, consistent with this chapter, as deemed necessary by the director.

6.0 Acceptance of Donations – Donor’s Desired Use or Conditions

- 6.1 The city has the sole discretion to accept or decline any proposed donation, whether conditioned or not, subject to the provisions of this policy. Donations must be:
 - for programs, services and purposes consistent with the city’s mission, purpose and priorities;
 - in compliance with the Internal Revenue Code and other applicable federal statutes, regulations and rulings;
 - in compliance with the laws and regulations of the State of Washington.
- 6.2 The city reserves the right to decline any donations that are too restrictive in purpose. Donations that are too restrictive include gifts that may be too difficult or costly to administer or donations that are for purposes inconsistent with or outside the scope of the city’s services and priorities. The city may ask that condition(s) it deems to be too restrictive be removed or modified prior to the donation being accepted. In order to

understand and honor the donor's intent, all limitations, restrictions and implications of the proposed donation should be clarified and in writing prior to acceptance of the gift.

6.3 In the event a department head or the city manager has reason to believe a donation could cause or result in an appearance of impropriety, the department head or city manager shall consult with the city attorney prior to accepting the donation.

6.4 Notwithstanding the terms of this policy, the City manager may refer any donation of any size to the City Council for their consideration and the City may specify, where appropriate, the terms under which it will accept donations.

7.0 Acceptance of Monetary Donations

7.1 Donations Under \$5,000. The city manager or department heads are hereby authorized to accept any monetary donation of less than \$5,000 on behalf of the city, and shall deposit such monies with the finance department.

7.2 Donations Up to \$25,000. The city manager is hereby authorized to accept monetary donations up to \$25,000 on behalf of the city, and shall deposit such monies with the finance department.

7.3 Donations of any amount greater than \$25,000. Monetary donations of more than \$25,000 must be approved by the city council. Prior to council action, representatives from the finance department, the department or program the donation is intended for and other staff as designated by the city manager shall review the donation to evaluate any policy implications or future capital or maintenance costs associated with the donation.

7.4 Conditioned Donations. In the event that a monetary donation is conditioned or donated for a special purpose, prior to acceptance the city manager, department head or city council (depending on who is accepting the donation under subsections 7.1, 7.2 or 7.3 of this section) should consider the long-term impacts of the donation, particularly where there could be significant future or ongoing operations and maintenance or capital costs associated with the donation.

7.5 Council Notification. Staff shall notify council of accepted monetary donations over \$10,000 so that the donor can be officially acknowledged by council.

7.6 IRS Compliance. Donor is responsible for ensuring their compliance with all applicable Internal Revenue Service (IRS) regulations, if any, regarding monetary donations.

- 7.7 Sponsorships. This policy does not apply to monetary donations solicited for city sponsored special events.

8.0 Acceptance of Non-Monetary Donations

- 8.1 Donations of Personal Property Valued at \$5.00 to \$25,000. All donations of personal property with a current value greater than \$5.00 and less than \$25,000, as determined by the donor, may be accepted by the city manager or designee, except as follows. In the event of a donation of personal property which could require future maintenance or repair (e.g., office equipment), the department director should first estimate all related future costs and submit the estimate of expenses to the city manager for approval prior to acceptance of the donation. In addition, if a conditioned donation could have long-term impacts, such as significant operations and maintenance or capital costs, the department director or city manager may consult with the city council prior to accepting the donation.
- 8.2 Donation of Personal Property Valued at Over \$25,000. All donations of personal property with a current value of \$25,000 or more must be approved by the city council. Prior to council action, the City Manager shall cause a review of the donation to evaluate and summarize any policy implications or future capital or maintenance costs associated with the donation. For insurance purposes, the city may require that the donor to provide a written appraisal of the personal property from a licensed certified appraiser. IRS regulations require an appraisal of real property whose value exceeds \$5,000 in order to qualify for a deduction.
- 8.3 Use of Donated Personal Property. Personal property donated to the City is the property of the City and while it may be used or displayed in private offices or work areas, it remains the property of the City, not the individual Councilmember or employee.
- 8.4 Disposition of Personal Property. Donations of personal property to the city should be accompanied by a statement permitting the city to dispose of the gift when it has served both the intent of the donor and the interests of the city unless there is an agreement by the city and donor to keep the donated asset as a permanent part of a collection. In the event the personal property is damaged, destroyed or reaches the end of its useful life, the city shall be under no obligation to repair or replace it.
- 8.5 Donations of Real Property. All donations of real property, whether conditioned or unconditioned, must be approved by the city council by resolution. Prior to council action, the City Manager shall cause a review of the donation to evaluate and summarize any policy implications or future capital or maintenance costs associated with the donation. Review should include an assessment of any restrictions, reservations, easements or other limitations associated with the property. The value of the gift will be

determined based upon a written appraisal, provided by the donor, from a licensed certified appraiser.

- 8.6 Disposition of Real Property. Donations of real property to the city should be accompanied by a statement permitting the city to dispose of the gift when it has served both the intent of the donor and the interests of the city unless there is an agreement by the city and donor to keep the donated asset in perpetuity. In the event the property is damaged or destroyed the city shall be under no obligation to repair or replace it. IRS regulations require an appraisal of real property whose value exceeds \$5,000 in order to qualify for a deduction.
- 8.7 IRS Compliance. Donor is responsible for ensuring their compliance with all applicable Internal Revenue Service (IRS) regulations regarding donations of real or personal property.

9.0 Donations of Historic Artifacts, Art Work

Notwithstanding any other provision of this policy, determination whether to accept historic artifacts or art work proposed for donation to the city for permanent or long-term (exceeding one year) public display shall be made by the city council as outlined in the city's "Public Art Siting Guidelines" (Exhibit A). Prior to council action, representatives from the finance department, the risk program, the department or program the donation is intended for and other staff as designated by the city manager shall review the donation to evaluate any policy implications or future capital or maintenance costs associated with the historic artifact or art work. IRS regulations require a written appraisal by a qualified appraiser for donations of individual pieces of artwork or groups of similar items of art work that are valued at over \$20,000.



CHARITABLE DONATION SUBSTANTIATION FORM

Please return this form to the City of Vancouver and retain a copy with your tax records as verification

Donor's Name: _____

Address: _____
Street City State Zip

Phone: _____ E-Mail: _____

Description of Donation: _____

Intended Use of Donation (per donor): _____

The City will make all reasonable efforts to fulfill the specific purpose(s) for this donation, but reserves the right to decline any donation that is too restrictive in purpose, may be too difficult or costly to administer or that is for purposes inconsistent with or outside the scope of the city's services and priorities.

Donation Value: \$ _____

Gifts to a political subdivision of a state for exclusively public purposes is considered a charitable contributions under 26 USC § 170 (c) (1) for income tax purposes. The City of Vancouver is a City of the first class of the State of Washington, organized under Article XI, Section 10 and Amendment 40 of the Washington State Constitution, and is accordingly a political subdivision of the State of Washington.

The City's Federal Tax Identification number is 91-6001288.

Your signature below will verify that the information provided on this "Donation Substantiation Form" is true to the best of your knowledge.

Donor's Signature

Date

Donation _____ accepted or _____ declined by:

City Representative

Date



Staff Report: 146-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/17/2023

SUBJECT Development Impact Fee Waiver- Laurel Manor restricted income housing

Key Points

- The City of Vancouver desires to stimulate income-based housing opportunities through waiver of Transportation and Park impact fees.
- Through VMC 20.915 City Council may partially exempt or fully waive Transportation and Park development impact fees.
- The applicant in return is required to maintain the income restriction limitations for the project in perpetuity or repay the exempted impact fee.

Present Situation

The subject development is a four story 82-unit senior housing project located on 66th Avenue immediately West of the SR-500 and Andresen Road intersection. The project is being developed by the Vancouver Housing Authority. The applicant is requesting a partial 80% exemption of Transportation and Park impact fees for the development.

In 2016 Council approved Ordinance M-4154 allowing a partial exemption or full waiver of transportation and parks impact fees to support affordable housing projects.

For residential developments of four or more units the City may, by resolution of the Council, partially exempt up to 80% of the impact fees or fully waive 100% of the impact fees. If Council only partially exempts the development up to 80% of the impact fee then there is no requirement to pay the exempted portion of the fee from public funds. If Council fully waives the development from impact fees, the remaining 20% of the waived fee must be paid from public funds other than impact fee accounts. Impact fee rates may not be increased to recapture impact fees lost through the exemption/waiver process.

Advantage(s)

1. Project adds 82 income restricted multifamily units to the City's housing supply.
2. Tenants to be income restricted seniors earning less than 80% of AMI.

3. Income restriction component remains in perpetuity.

Disadvantage(s)

1. \$168,920 in foregone funding for area park improvement projects.
2. \$35,527.44 in foregone funding for area transportation projects.

Budget Impact

Proposal does not affect the City's adopted budget, however the exemption does have a limited effect the capital project funding for Parks and Transportation projects.

Prior Council Review

N/A

Action Requested

Adopt the resolution granting an 80% exemption to Park and Transportation impact fees for the Laurel Manor senior housing development.

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

ATTACHMENTS:

- ▢ Laurel Manor Impact Fee Waiver Resolution
- ▢ Laurel Manor Impact Fee Waiver Presentation

XXX

RESOLUTION NO. _____

A RESOLUTION of the City Council of the City of Vancouver Washington approving a partial exemption of the collection of Traffic Impact fees in the amount of 38,527.44 and Park Impact Fees in the amount of \$168,920.00 for the Laurel Manor low-income, senior housing development.

WHEREAS, the City Comprehensive Plan encourages development and funding for affordable housing and opportunities to provide unsubsidized housing; and

WHEREAS, pursuant to RCW 82.02.060, Vancouver Municipal Code 20.915.080 allows for conditional reduction, exemption, or waiver of Traffic and Park Impact Fees; and

WHEREAS, local governments may either: (1) grant a partial exemption of not more than eighty percent of impact fees, in which case there is no requirement under state law to pay the exempted portion of the fee from the City or other than impact fee accounts; or (2) provide a full exemption, in which case the remaining percentage of the exempted fee must be paid from City funds other than impact fee accounts; and

WHEREAS, The Vancouver Housing Authority, a Washington municipal corporation is dedicated to addressing affordable housing; and

WHEREAS, The Vancouver Housing Authority has applied for a partial 80% exemption in the amount of \$38,527.44 for Traffic impact fees and \$168,920.00 for Park Impact Fees which would otherwise be due prior of issuance of building permits; and

WHEREAS, the applicant has met the eligibility criteria of VMC 20.915.080 and agreed, through proposed covenant, to provide low-income housing in perpetuity; and

WHEREAS, the City Council recognizes the importance of providing low-income housing within the City of Vancouver.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. Findings. The Vancouver Housing Authority has applied for partial impact fee exemption for a low-income senior housing project located at 3333 NE 66th Avenue Vancouver, WA 98661 (Tax ID#s 160453001, 160453002). Pursuant to VMC 20.915.080 D, the City Council makes the following findings:

1. The Applicant has documented that the housing can meet appropriate standards regarding household income, rent levels, and number of units by submitting evidence of agreements or contracts.
2. The Applicant has agreed to be monitored by the City of Vancouver to ensure compliance with the income requirements of VMC 20.915.
3. The developer has recorded a covenant with the Clark County Auditor attesting that:
 - a. The property is prohibited from being used for any purpose other than for low-income housing.
 - b. If the property is converted to a use other than for low-income housing, the current property owner must pay the applicable impact fees in effect at the time of conversion.
 - c. Low-income housing is defined as housing for which the monthly housing expense is no greater than thirty percent of eighty percent of the median family income adjusted for family size for Clark County, as reported and adjusted annually by the United States Department of Housing and Urban Development.

RESOLUTION - 2

4. The City of Vancouver will not collect revenue lost through the granting of the exemption by increasing impact fees unrelated to the exemption.

Section 2. Partial Exemption of Impact Fees. The impact fee exemption is for 82 senior housing units. Total Park impact fees for the development are \$211,150.00. The applicant is requesting a partial exemption of Park impact fees at 80%, or \$168,920.00, for a final remaining Park impact fee of \$42,230.00 to be paid by applicant to the City of Vancouver at time of building permit issuance.

The total Traffic impact fee is \$48,159.30. The applicant is requesting a partial exemption of Traffic impact fees at 80%, or \$38,527.44, for a final remaining impact fee of \$9,631.86 to be paid by applicant to the City of Vancouver at the time of building permit issuance.

The total combined impact fee exemption of \$207,447.44 will result in a final combined impact fee of \$51,861.86 for Parks and Transportation to be paid by Vancouver Housing Authority.

Section 3. Severability. If any provision of this resolution or its application to any person or circumstance is held invalid, the remainder or the application of the provision to other persons or circumstances is not affected.

Section 4. Effective Date. This resolution shall become effective immediately upon final adoption.

RESOLUTION - 3

DATE OF FINAL PASSAGE by the Vancouver City Council:_____.

SIGNED this _____ day of _____, 2023.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

RESOLUTION - 4

Laurel Manor Impact Fee Waiver

Bryan Monroe
Associate Planner
Economic Prosperity and Housing

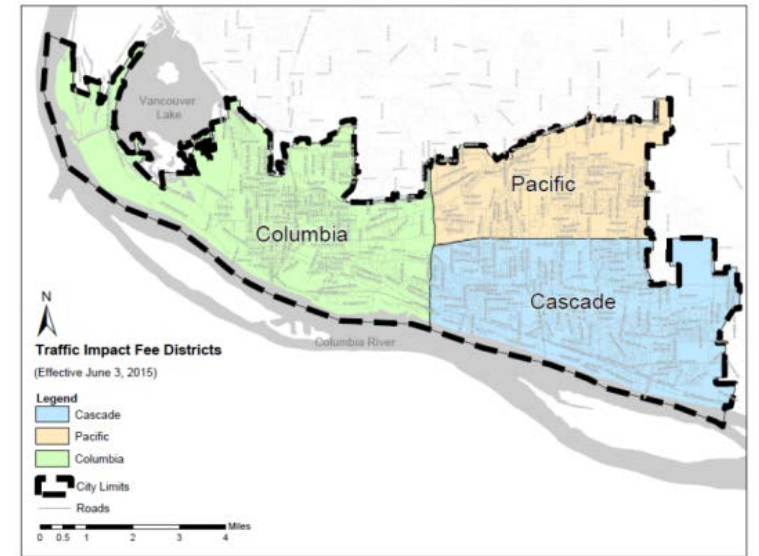


Agenda Objective

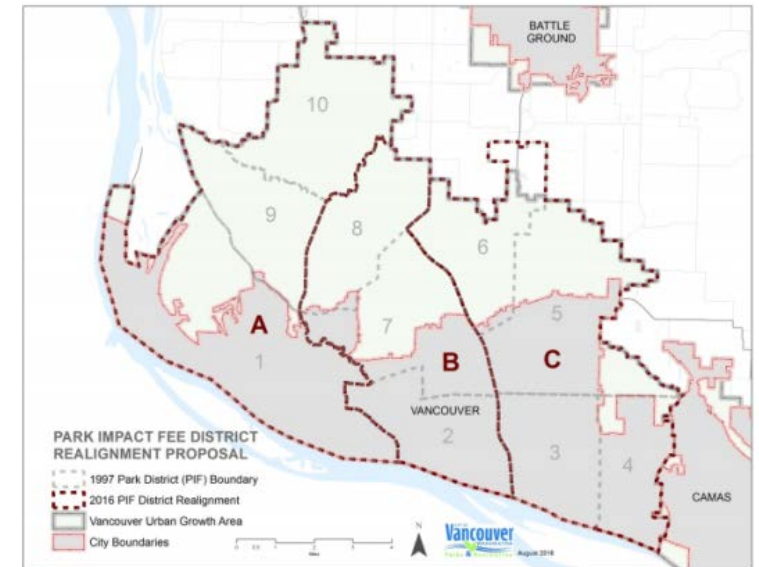
- Impact Fee District Overview
- VMC Impact Fee Exemptions
- Project Description
- Proposed Fee Exemption
- Low-income Definition
- Staff Recommendation

Impact Fee Districts

Traffic District Impact Fees	
TIF District	Rate per trip
Columbia	\$238
Cascade	\$326
Pacific	424



Park District Impact Fees	
Park District	Unit Rate
A	\$3,476
B	\$3,476
C	\$3,476



Laurel Manor Impact Fee Waiver— 2

VMC Impact Fee Exemptions

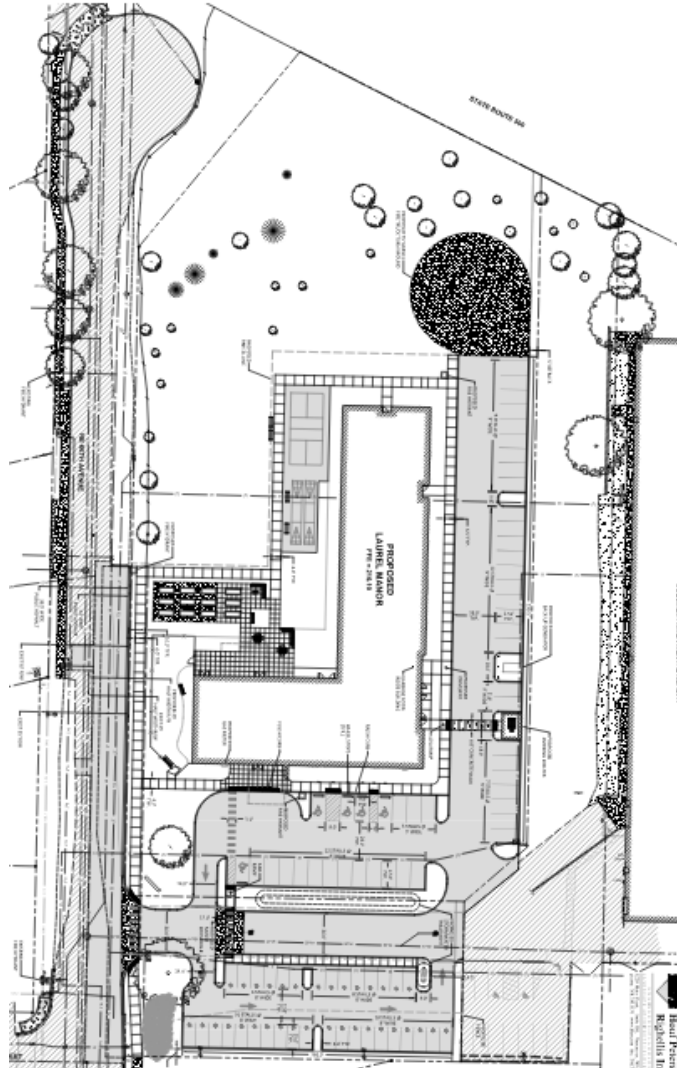
VMC 20.915.080

For low-income housing the City Council may either:

- Grant a partial exemption of up to 80% of impact fees, or
- Provide a full waiver, in which case 20% of the exempted fee must be paid from public funds other than impact fee accounts.
- Developers must record a covenant with the Clark County Auditor.
 - Property only for low-income housing use
 - Any change of use requires re-payment of impact fees.

Project Description

- 82 units
- Senior Housing
- 4-Story
- 82 Parking Stalls



Proposed Impact Fee Exemption

Fee Type	Total	80% Waiver	20% Remainder
Traffic Impact Fee	\$48,159.30	\$38,527.44	\$9,631.86
Park Impact Fee	\$211,150	\$168,920	\$42,230
Total COV	\$259,309	\$207,447.44	\$51,861.86

Low Income Definition for IFWs

2023 HUD 80% AMI Income		
Household Size	80% AMI Maximum Income	30% Maximum Monthly Expense
1 person	\$63,150	\$1,579
2 people	\$72,200	\$1,805
3 people	\$81,200	\$2,030

Staff Recommendation

- Adopt the resolution granting an 80% exemption to Park and Transportation impact fees for the Laurel Manor senior housing development

Thank You

To learn more, visit www.cityofvancouver.us/affordablehousing

Bryan Monroe- Associate Planner

bryan.monroe@cityofvancouver.us

(360) 487-7958



VOUCHER APPROVAL

We, the undersigned council members of the City of Vancouver, Clark County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers listed below are approved for payment in the amount of:

\$ 2,513,727.03 this 17th day of July 2023.

DocuSigned by:
Anne McEnerny-Ogle
MAYOR

Cyndi A. Turner
Digitally signed by Cyndi A. Turner
Date: 2023.07.10 13:37:36 -07'00'
AUDITING OFFICER

DocuSigned by:
Ty Stob
COUNCILMEMBER

DocuSigned by:
M. W. R.
COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
July 03, 2023 - July 09, 2023	Accounts Payable Checks (see attached)	\$ 2,095,886.37
July 03, 2023 - July 09, 2023	Hansen City Payments (see attached)	\$ 412,287.82
July 03, 2023 - July 09, 2023	Visa Refunds (see attached)	\$ 5,552.84
July 03, 2023 - July 09, 2023	Payroll Checks (see attached)	\$ -
TOTAL		\$ 2,513,727.03

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Memo</u>
Ad Hoc Payment	Check	12288	7/5/2023	69.61	Bolling,Eugene	Utility Refunds: 0099052550-04
Ad Hoc Payment	Check	12289	7/5/2023	278.96	Brooks,Tiffany F	Utility Refunds: 0146002550-04
Ad Hoc Payment	Check	12290	7/5/2023	406.49	Castillo,Brooke	Utility Refunds: 0061093360-10
Ad Hoc Payment	Check	12291	7/5/2023	741.65	CBC 4, LLC	Utility Refunds: 0014059210-09
Ad Hoc Payment	Check	12292	7/5/2023	66.21	Clark,Susan or Kevin	Utility Refunds: 0005006400-21
Ad Hoc Payment	Check	12293	7/5/2023	73.91	Coffey,Jerry or Donna	Utility Refunds: 0106009575-02
Ad Hoc Payment	Check	12294	7/5/2023	40.00	Cooper,Bessie	Utility Refunds: 0002000111-02
Ad Hoc Payment	Check	12295	7/5/2023	62.82	Covas,Britnee or Jeremy	Utility Refunds: 0500001033-02
Ad Hoc Payment	Check	12296	7/5/2023	138.32	Denney,Jerry or Shirley	Utility Refunds: 0058027906-03
Ad Hoc Payment	Check	12297	7/5/2023	148.97	Detore,Noe or Amanda	Utility Refunds: 0012029000-21
Ad Hoc Payment	Check	12298	7/5/2023	290.02	Dibble,Berrigan or Richard	Utility Refunds: 0141004694-02
Ad Hoc Payment	Check	12299	7/5/2023	500.00	Duffy,Michael	Utility Refunds: 0116000532-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	12300	7/5/2023	223.41	Erie Investment and Management LLC	Utility Refunds: 0060070700-05
Ad Hoc Payment	Check	12301	7/5/2023	181.96	Ferris,Todd	Utility Refunds: 0078099350-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	12302	7/5/2023	39.46	Ferris,Todd or Marya	Utility Refunds: 0078099350-02
Ad Hoc Payment	Check	12303	7/5/2023	87.02	Garcia,Judith	Utility Refunds: 0073003251-03
Ad Hoc Payment	Check	12304	7/5/2023	107.87	Harwood,Andrew	Utility Refunds: 0044081602-10
Ad Hoc Payment	Check	12305	7/5/2023	68.29	Haskins,Marshall	Utility Refunds: 0096046000-03
Ad Hoc Payment	Check	12306	7/5/2023	186.40	Hittner,Allison	Utility Refunds: 0002000111-02
Ad Hoc Payment	Check	12307	7/5/2023	327.00	Jarvi,Michael	Utility Refunds: 0112091000-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	12308	7/5/2023	71.44	Kailea,Afitu	Utility Refunds: 0098023300-03
Ad Hoc Payment	Check	12309	7/5/2023	52.59	Konez,Orhan	Utility Refunds: 0060070700-05
Ad Hoc Payment	Check	12310	7/5/2023	132.26	Murphy,Scott F or Ann M	Utility Refunds: 0004027700-08
Ad Hoc Payment	Check	12311	7/5/2023	88.72	New Spring Property Mngmnt	Utility Refunds: 0000004492-02
Ad Hoc Payment	Check	12312	7/5/2023	74.16	Norman Thurston or Tamara Saniti,Heirs of Estate of Ingeborg Douglas	Utility Refunds: 0093029300-01
Ad Hoc Payment	Check	12313	7/5/2023	1,261.57	Providence Academy LLC	Utility Refunds: 0014040605-00
Ad Hoc Payment	Check	12314	7/5/2023	159.75	Raul Amador or Valery Foley	Utility Refunds: 0101061276-02
Ad Hoc Payment	Check	12315	7/5/2023	165.00	Ronald Stephens or Imelda Postigo	Utility Refunds: 0126000722-02
Ad Hoc Payment	Check	12316	7/5/2023	281.43	Singwah Chew or Weien Peh	Utility Refunds: 0157030440-03
Ad Hoc Payment	Check	12317	7/5/2023	41.54	Siverson,Sara or Tyler	Utility Refunds: 0080095800-20
Ad Hoc Payment	Check	12318	7/5/2023	222.19	Smith,Meghan or Chris	Utility Refunds: 0000002889-03
Ad Hoc Payment	Check	12319	7/5/2023	33.47	Thuong Mong Le	Utility Refunds: 0070054530-04
Ad Hoc Payment	Check	12320	7/5/2023	118.00	Tyrell,Young or Kiana	Utility Refunds: 0045027111-08
Ad Hoc Payment	Check	12321	7/5/2023	100.23	Valadao,Paul or Jacquelyn	Utility Refunds: 0500004571-02
Miscellaneous Payment	Check	12322	7/5/2023	57.00	Catedral Tapatia Restaurant	Refund of duplicate payment to INV#77051249/CUST#735 214
Miscellaneous Payment	Check	12323	7/5/2023	968.80	Design Doctors Construction LLC	PIR-83486 (jobsite: parcel 986049284)
Miscellaneous Payment	Check	12324	7/5/2023	968.80	Design Doctors Construction LLC	PIR-83485 (jobsite: parcel 126665000)
Miscellaneous Payment	Check	12325	7/5/2023	80.00	DL Design Group	Refund of Parking Permit no longer needed
Miscellaneous Payment	Check	12326	7/5/2023	91.00	GB Manchester Inc	Refund of duplicate payment to INV#77050919/CUST #776147

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Memo</u>
Miscellaneous Payment	Check	12327	7/5/2023	10.32	John A. Kendall	Refund of parking permit COV12681
Miscellaneous Payment	Check	12328	7/5/2023	7.74	JOSEPH LENAHAH	Refund of Parking Permit no longer needed
Miscellaneous Payment	Check	12329	7/5/2023	205.00	Kristen Sernau	Activity Refund
Miscellaneous Payment	Check	12330	7/5/2023	748.57	Lindi Smith	Claim Payment - DOL 05/05/23 - Risk
Miscellaneous Payment	Check	12331	7/5/2023	500.00	Martin Chavez	Damage Deposit Refund
Miscellaneous Payment	Check	12332	7/5/2023	54.00	Polish Nails & Spa	Refund of Flammable/Combustible liquid permit not needed.
Miscellaneous Payment	Check	12333	7/5/2023	84.00	Real Life Community Behavioral Health	Refund of duplicate payment made to Inv#77051489/Cust#793853
Supplier Payment	Check	12334	7/5/2023	4,050.00	Afghan Associates Inc	
Supplier Payment	Check	12335	7/5/2023	22,900.43	AKS Engineering & Forestry LLC	
Supplier Payment	Check	12336	7/5/2023	289.00	American Payroll Institute, Inc.	
Supplier Payment	Check	12337	7/5/2023	149.65	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	12339	7/5/2023	17,990.84	Axon Enterprises Inc	
Supplier Payment	Check	12340	7/5/2023	37,100.38	BHC Consultants LLC	
Supplier Payment	Check	12341	7/5/2023	1,436.96	BNSF Railway Company	
Supplier Payment	Check	12342	7/5/2023	2,491.50	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	12343	7/5/2023	17,552.09	Comcast Holdings Corporation - Remit-To: Comcast Holdings Corporation - Philadelphia	
Supplier Payment	Check	12344	7/5/2023	95.50	County of Clark School District #117 Camas School District	
Supplier Payment	Check	12345	7/5/2023	268.00	Dex Media West	
Supplier Payment	Check	12346	7/5/2023	240.00	Dominic Hunter	
Supplier Payment	Check	12347	7/5/2023	2,374.14	Gray & Osborne Inc	
Supplier Payment	Check	12348	7/5/2023	94,765.58	HDJ Design Group - Remit-To: HDJ - Portland	
Supplier Payment	Check	12349	7/5/2023	47,566.71	HMI Oregon - Remit-To: Pacific WRO	
Supplier Payment	Check	12350	7/5/2023	201.10	J-2 Blueprint Supply Co.	
Supplier Payment	Check	12351	7/5/2023	400.00	Jason Bryan Ropp	
Supplier Payment	Check	12352	7/5/2023	1,200.00	Jason Marc Rosen	
Supplier Payment	Check	12353	7/5/2023	15,128.30	Kar-Gor Inc	
Supplier Payment	Check	12354	7/5/2023	675.00	Kronos Incorporated - Remit-To: Atlanta	
Supplier Payment	Check	12355	7/5/2023	991.15	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	12356	7/5/2023	2,486.38	Level 3 Financing, Inc	
Supplier Payment	Check	12357	7/5/2023	146.75	Mark IV Enterprises Inc	
Supplier Payment	Check	12358	7/5/2023	518.75	Maul Foster & Alongi Inc	
Supplier Payment	Check	12359	7/5/2023	9,387.18	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	12360	7/5/2023	19,329.41	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	Check	12361	7/5/2023	3,424.05	Oldcastle Precast Inc	
Supplier Payment	Check	12362	7/5/2023	38,717.86	San Diego Police Equipment Co Inc	
Supplier Payment	Check	12363	7/5/2023	446.56	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	12364	7/5/2023	412,501.05	Solid Waste Systems, Inc.	
Supplier Payment	Check	12365	7/5/2023	1,200.00	Southwest Washington Chapter of ICC	
Supplier Payment	Check	12366	7/5/2023	6.40	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	12367	7/5/2023	5,162.17	Targetsolutions Learning LLC - Remit-To: Supplier Targetsolutions Learning LLC Tampa	
Supplier Payment	Check	12368	7/5/2023	500.25	United States Dosimetry Technology Inc	
Supplier Payment	Check	12369	7/5/2023	125,000.00	Vancouver USA Regional Tourism Office	
Supplier Payment	Check	12370	7/5/2023	299.00	Vast Data Concepts	
Supplier Payment	Check	12371	7/5/2023	11,242.84	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	12372	7/5/2023	17,157.83	Western Water Works Supply Co Inc	
Supplier Payment	Check	12373	7/5/2023	84.96	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Memo</u>
Supplier Payment	Check	12374	7/5/2023	8,204.36	AT & T Mobility II LLC	
Supplier Payment	Check	12375	7/5/2023	86.46	AT & T Mobility II LLC	
			Check	934,384.54		
Cash Advance Payment	Direct Deposit	EFT-00202356	7/6/2023	379.50	Eddie Alba	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00202357	7/6/2023	379.50	Bennie Romiti	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00202358	7/6/2023	407.00	Saray Farias-Pulido	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00202359	7/6/2023	407.00	Amanda Trygg	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00202360	7/6/2023	333.00	Sarah Ellis	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00202361	7/6/2023	333.00	Jerek Laursen	Travel Advance
Expense Payment	Direct Deposit	EFT-00202362	7/6/2023	21.50	Angelica Martinez Sulvaran	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00202363	7/6/2023	286.50	Tanya Wollstein	Travel Advance
Expense Payment	Direct Deposit	EFT-00202364	7/6/2023	819.96	Tighe Vroman	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00202365	7/6/2023	379.50	Tommy Razo	Travel Advance
Expense Payment	Direct Deposit	EFT-00202366	7/6/2023	43.87	Jeffrey Anaya	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00202367	7/6/2023	48.00	Anne McEnerny-Ogle	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00202368	7/6/2023	308.70	Rainy Rau	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00202369	7/6/2023	112.78	Jordan Macfarlane	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00202370	7/6/2023	230.00	Eric Stinson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00202371	7/6/2023	112.93	Maxwell Archer	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00202372	7/6/2023	93.96	Abel Lopez	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00202373	7/6/2023	80.00	Joel Denman	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00202374	7/6/2023	151.31	Craig Frantz	Employee Reimbursement
			Direct Deposit	4,928.01		
Supplier Payment	EFT	EFT-00202375	7/6/2023	22,753.24	Lynn K Wittwer MD PC	
Supplier Payment	EFT	EFT-00202376	7/6/2023	86.96	Fire Systems West	
Supplier Payment	EFT	EFT-00202377	7/6/2023	9,663.20	Mead and Hunt Inc	
Supplier Payment	EFT	EFT-00202378	7/6/2023	207,202.85	SDB Inc	
Supplier Payment	EFT	EFT-00202379	7/6/2023	12,500.00	Vancouver Downtown Association	
Supplier Payment	EFT	EFT-00202380	7/6/2023	7,992.99	Wapiti NW LLC	
Supplier Payment	EFT	EFT-00202381	7/6/2023	27,075.00	Liberty Mutual Group Inc.	
Supplier Payment	EFT	EFT-00202382	7/6/2023	1,644.63	RELX Inc. - Remit-To: LexisNexis - Chicago	
Supplier Payment	EFT	EFT-00202383	7/6/2023	65,241.92	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00202384	7/6/2023	23,644.90	Metereaders LLC	
Supplier Payment	EFT	EFT-00202385	7/6/2023	509.80	Lasko Printing Specialties Inc	
Supplier Payment	EFT	EFT-00202386	7/6/2023	210.00	Brad Piesch Aggressive Enterprises, Inc	
Supplier Payment	EFT	EFT-00202387	7/6/2023	2,975.00	JCI Jones Chemicals, Inc.	
Supplier Payment	EFT	EFT-00202388	7/6/2023	25,000.00	Greater Portland Inc	
			EFT	406,500.49		
Supplier Payment	Manual Wire		7/3/2023	19,925.70	Washington Dental Service	
Supplier Payment	Manual Wire		7/3/2023	135,528.11	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		7/3/2023	7,854.11	Internal Revenue Service	
Supplier Payment	Manual Wire		7/3/2023	44,401.79	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		7/3/2023	12,460.33	Athlactron Holding	
Supplier Payment	Manual Wire		7/5/2023	529,903.29	Clark County - Remit-To: Clark County - Treasurer Vancouver	
			Manual Wire	750,073.33		
			Checks	934,384.54		
			Direct Deposit	4,928.01		
			EFT	406,500.49		
			7/10/2023	412,287.82	City Payments	Posted 07-03-23 to 07-09-23
			Hansen Total	412,287.82		
			7/10/2023	4,426.10	Miscellaneous	Parks Class Refunds FCC 07-03-23 to 07-09-23
			7/10/2023	1,126.74	Miscellaneous	Parks Class Refunds MCC 07-03-23 to 07-09-23
			VISA Total	5,552.84		
			Payroll Total	0.00		
			GRAND TOTAL	2,513,727.03		

City of Vancouver
Payroll Council Report
July 03, 2023 - July 09, 2023

Check No.	Date	Explanation	Amount
		No payroll this period	

\$ -



MEMORANDUM

DATE: July 17, 2023

TO: Eric Holmes – City Manager
Lon Pluckhahn – Interim Public Works Director

FROM: Ryan Lopossa, P.E. – Transportation Manager

RE: **Pedestrian Access Construction Standards**

In recent months, the council has indicated an interest in revisiting how the City regulates pedestrian access in active construction zones. A prime concern has been assuring pedestrian access when portions of sidewalks or curb ramps are closed or removed as part of reconstruction projects or with the development of abutting properties. The success of redevelopment and increased density, along with City Council direction to prioritize pedestrian, transit, and small mobility projects necessitates changes in practice. Vancouver's existing policy framework allows for these adjustments to be made at the operational level, and this memo outlines the recent changes made in response to Council feedback.

The long-established and tightly spaced block system in the downtown and uptown areas of the City led Vancouver to allow the closure of sidewalks and curb ramps, often with pedestrians being directed to the opposite side of the street to detour. In most cases, this results in a minor level of out-of-route travel on the part of the pedestrian. However, there are some situations where existing conditions such as long block length or the lack of viable pedestrian facilities in the immediate area may result in pedestrians being asked to travel substantially further out of route. Recognizing that pedestrians are our most vulnerable roadway users, and that the City is seeing larger development projects with extended construction timelines, future multi-story projects will be required to use scaffolding and preserve pedestrian access once construction activities immediately adjacent to pedestrian ways are completed. We will also seek restoration of public access once construction activities are no longer impacting pedestrian safety.

There are other options we will utilize to minimize the disruption to pedestrian travel. Instead of directing pedestrians to the opposite side of the street or some other parallel route, Vancouver can require contractors to install accessible devices that detour pedestrians around the immediate area of the closure. Examples would be temporary ramps and a limited repurposing of a portion of the street to create a route directly adjacent to the closure area. It must be noted that this approach comes with its own set of challenges, as the City needs to balance what is being given up in the street in exchange for the pedestrian route, such as: mobility lane availability; disruption of transit stops; small mobility impacts; on street parking impacts; and sufficiency of the remaining travel lane(s). Other considerations will include the speeds and traffic volumes experienced on the

corridor and how safe is it to bring pedestrians from the sidewalk into the street, and what degree of physical separation would be required between the pedestrians and the travelled roadway. The goal will be to use these methods where the safety of pedestrians can be assured during the diversion period.

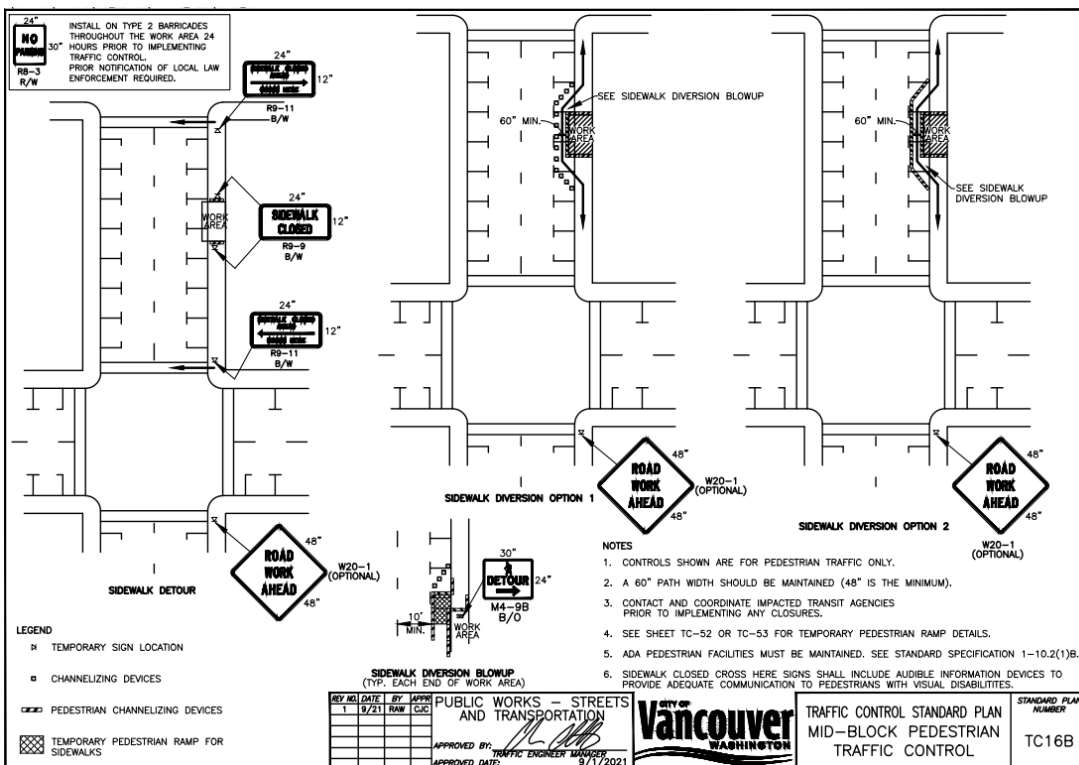
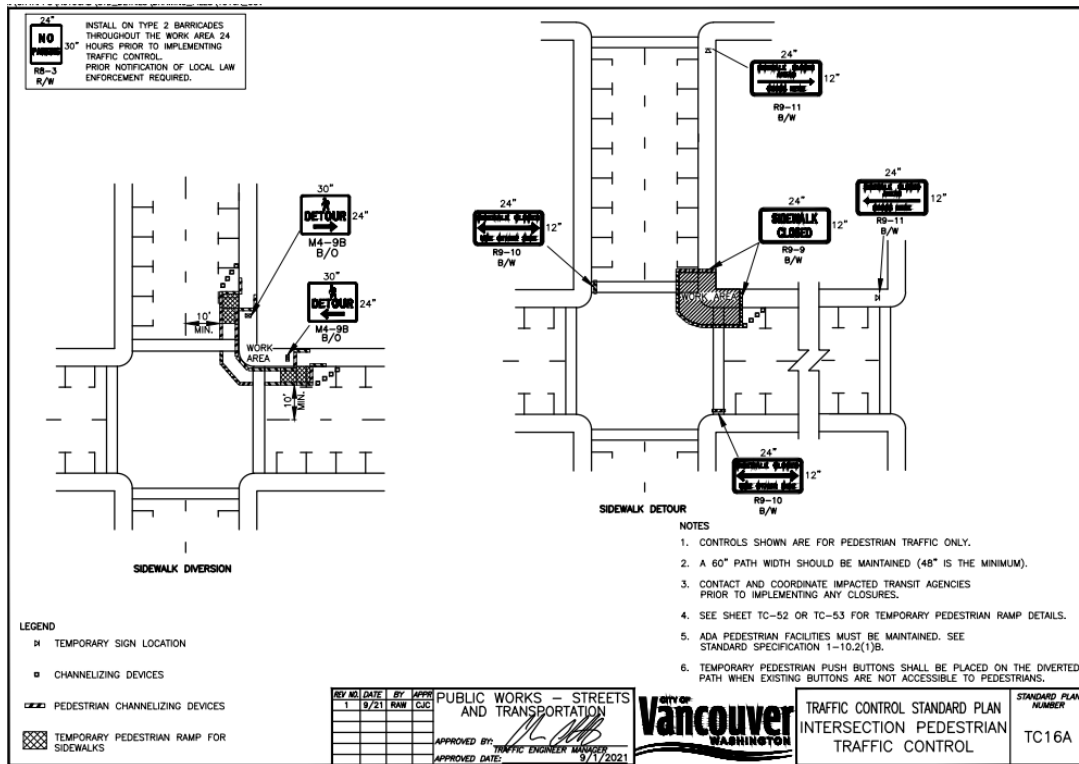
Other notable sidewalk impacts during construction relating to multi-story building projects occur in the downtown/uptown areas: foundation installation and construction staging. In many instances, the sidewalks abutting the development site are closed and pedestrians are detoured to the opposite sides of the street while the developer constructs the building's foundation. Zero lot line development results in foundations being built directly adjacent to the sidewalk, and often requires its replacement. In other instances, the developer needs the public right of way as a mobilization and storage area. This has been seen in several projects, most recently with the ongoing construction of the Adera project on Columbia/5th/Washington, the recently completed development of Block 10, the Fourth Tower of the Vancouver Center complex, and numerous projects in the Waterfront. These closures can last for many months and in some cases, several years. This presents a longer-term impact to pedestrian circulation. These are examples of where scaffolding would be required once it is safe to do so, as Vancouver did with the recently completed Angelo Tower on Mill Plain/15th Street. Construction staging will have to be handled on a case-by-case basis, especially in the Waterfront as lots continue to be built out and staging options dwindle.

For the Council's reference, the City's current practice requires anyone who closes a sidewalk or curb ramp for construction purposes to first obtain a right-of-way construction permit. Each permit includes submittal of a pedestrian traffic control plan (PTCP). Vancouver has several pre-authorized PTCP's for typical scenarios that the permit applicant can choose to utilize for their project. If these do not fit well with the project, the applicant is required to submit their own unique PTCP for review by the Traffic Engineering Team. The pre-approved PTCP's are included with this memo.

As shown in the typical PTCP, the applicant is required to post signs at either end of the block in the closure area to alert pedestrians of the need to cross to the opposite side of the street to navigate around the closure area. This is done with both the City's curb ramp reconstruction projects as well as private development projects that result in the closure of a curb ramp or sidewalk. The staff has made several adjustments to practices here as well, such as implementing not allowing sidewalks within a one-mile radius of any public or private school to be closed during the school year. If an extreme circumstance forces a closure, the City requires that crossing guards be employed to escort students around the closure area. Finally, to forestall situations like the recent extended pedestrian diversions along Fourth Plain, the City has also implemented a practice of reviewing all PTCP submittals by both the City's Traffic Engineering Section and the Transportation Manager prior to implementation. This will ensure that the most suitable and safe means for routing pedestrians around construction related closures is being implemented.

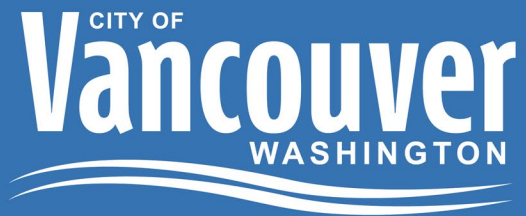
Let me know if you have any questions. Thank you.

RGL



Climate Action Framework Update

Rebecca Small
Senior Policy Analyst
City Manager's Office



City Facilities Energy Efficiency

- (April 2023) Council awarded contract to conduct energy efficiency assessments for City facilities.
- (June 2023) Council awarded an engineering contract to support building electrification efforts and upgrades as well as solar opportunities.



Renewable Energy Partnerships

- Exploring potential participation in Clark PUD's new Community Solar project
- Would offset emissions from municipal electricity usage



Green Building Policy

- Clear guidance on standards for public and private developments
- Involves multiple city departments
- Extensive public engagement planned
- Timeline: Council consideration 2024 Q2



Municipal Fleet Sustainability Initiatives

- Planning for EV infrastructure and vehicle purchases at City facilities
- Experiencing headwinds due to EV supply chain issues
- Actively incorporating emerging carbon-reduction technologies into fleet



Land Use and Transportation

- Transportation System Plan will further embed climate in City's mobility investments
- Comp Plan update to guide how we shape growth to support City's climate goals
- Timeline: TSP to Council in December; Comp Plan to Council in 2025.



Community Engagement and Empowerment

Climate Community Advisors

- Opportunity for youth and BIPOC community members
- Education, engagement, advocacy
- Timeline: Council update on August 7th



Regular CAF updates at Council

Regular update on CAF progress scheduled
for Council meeting on Oct. 23rd.



Thank You

