

June 10, 2019

WORKSHOPS

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

Councilmember Paulsen absent from workshops.

4:00-5:00 p.m. The Heights District Plan Update

Teresa Brum, Economic Development Manager, 487-7949; Rebecca Kennedy, Long Range Planning Manager, 487-7896

Summary

Staff provided Council with an update on The Heights District planning effort.

5:00-5:30 p.m. Culture, Arts & Heritage Commission

Presenter: Jeanette (Jan) Bader, Program & Policy Development Manager, 487-8606

Summary

Staff provided Council with an overview of the proposed structure of a new Culture, Arts and Heritage Commission.

5:30-6:30 p.m. Executive Session re: Potential Litigation

Mayor McEnery-Ogle announced the Council would be entering into executive session for the purpose of discussion potential litigation from 5:30-6:30 p.m.

COUNCIL CONSENT AGENDA MEETING

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 in the Council Chambers of City Hall, 415 W. 6th Street, Vancouver, Washington.

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

Absent: Paulsen

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

Proclamation: Flag Day

Mayor McEnerny-Ogle read and presented a proclamation to Mike Williams, Interim CEO of The Historic Trust, and Bryce Davidson, representing Davidson and Associates, declaring June 14, 2019, as Flag Day.

Proclamation: World Elder Abuse Day

Mayor McEnerny-Ogle read and presented a proclamation to Diana Kretzschmar, Clark County Prosecutor Tony Golik, and John Caton, representing the Friends of the Elder Justice Center, proclaiming June 15, 2019, as World Elder Justice Abuse Awareness Day.

Special Presentation: AWC Center for Quality Communities Scholarship - Gabriela Ruiz Heras

Mayor McEnerny-Ogle recognized Gabriela Ruiz Heras as a recipient of the Association of Washington Cities Center for Quality Communities Scholarship.

Citizen Communication (Items 1-5)

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

Consent Agenda (Items 1-5)

Motion by Councilmember Glover, seconded by Councilmember Stober to approve the Consent agenda.

Councilmember Hansen noted he would like Item 4 pulled from the Consent Agenda for separate consideration.

Councilmember Glover rescinded her motion; Councilmember Stober rescinded his second.

Motion by Councilmember Glover, seconded by Councilmember Hansen, and carried unanimously to approve Items 1-3 and 5 of the Consent Agenda.

1. **Evergreen Estates Sewer Improvement Project construction acceptance and release of retainage bond**

Staff Report 069-19

Summary

NW Construction G C, Inc of Battle Ground, Washington, has completed construction of the Evergreen Estates Sewer Connection Incentive Program (SCIP) project. The project provided reliable sewer service to 99 parcels by installing more than 5,500 linear feet of 8-inch and 10-inch gravity sewer mains in the following roadways: NE 128th, NE 129th and NE 131st Avenues, NE 129th Court, as well as NE 14th, NE 16th and NE 17th Streets in the Fircrest neighborhood.

A coordinated effort with Pavement Management on this project resulted in a full width road restoration on all streets.

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>\$1,540,635.73</i>
<i>Sales Tax</i>	<i>\$84,551.04</i>
<i>Total</i>	<i>\$1,625,186.77</i>
<i>Retainage</i>	<i>Bond</i>

The original contract amount, including sales tax, was \$1,637,962.43. The final project cost was \$1,625,186.77, which was \$12,775.66 (under 1%) less than the original contracted amount. The difference between original contract amount and final contract amount can be attributed to extra street restoration required by Clark County, as well as the typical variances in unit prices and/or quantities commonly encountered during construction.

The contract amount fell within the \$1,500,000 to \$3,000,000 range requiring a minimum 4% apprenticeship utilization. The contractor did not utilize any hours on this project and was therefore assessed the penalty of \$10 for each unmet apprenticeship labor hour for a total of \$3,395.80.

Request: Authorize the City Manager or designee to accept the facilities as constructed by NW Construction General Contracting, Inc. of Battle Ground, Washington, and authorize release of the retainage bond, subject to receipt of all documentation required by law.

Sheryl Hale, Senior Engineering Supervisor, 487-7151

Motion approved the request.

2. NE 18th Street Improvement Project – NE Four Seasons Lane to NE 136th Avenue, construction acceptance and release of retainage bond

Staff Report 070-19

Summary

The project improved NE 18th Street between Four Seasons Lane to NE 136th Avenue.

The original construction contract bid amount was \$10,952,016.59. Change orders and quantity adjustments during construction increased the contract amount by 8.9% to \$11,924,879.82. The two largest changes were adding a signalized intersection at NE 118th Avenue and delay costs associated existing utility relocation. The signalized intersection was added for safe and controlled access to the Fircrest Neighborhood at NE 118th Avenue. The signalized intersection change order cost was \$273,000. The wire utility relocation was delayed due to material procurement, contract and permitting issues experienced during the wire utility relocation work. The existing wire utility relocation delay change order cost was \$270,000. The balance of change orders were multiple smaller items typical with a job this size.

Tapani, Inc. of Battle Ground, Washington, has satisfactorily completed the subject improvements in accordance with the plans and specifications. An employee training requirement of 1,000 hours was set for the project by our federal grant administrators. The Contractor delivered an actual 1,040 hours of training.

Request: Authorize the City Manager or designee to authorize and accept the release of the retainage bond, subject to receipt of all documentation required by law on the NE 18th Street Project - Four Seasons Lane to NE 136th Ave., as constructed by Tapani, Inc. of Battle Ground, Washington.

Motion approved the request.

3. Lease Agreement with Fourth Plain Forward

Staff Report 071-19

Summary

Fourth Plain Forward is a coalition of local business owners, property owners and community members who in 2017 formed a 501(c)(3) non-profit to manage the enhancement of the Fourth Plain International District by promoting the welfare of residents and small businesses, projecting a positive district image, attracting new visitors and investment, and managing projects and activities within the district. These activities include district branding, shared advertising and promotions, special events, support for entrepreneurs, community art projects, and more. The Fourth Plain Forward non-profit is part of a broader, multi-year, City-led initiative to increase economic opportunity for residents and businesses within the Fourth Plain International District, which includes the Fourth Plain commercial corridor and adjacent neighborhoods between I-5 and Andresen Blvd.

Currently Fourth Plain Forward does not have its own office space, rather the organization utilizes space at the businesses of board members to store materials and supplies and to hold board meetings. The organization is looking for a small office space where board members and staff can work and manage organization business, in close proximity to the businesses and residents they serve. An office will also 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. The proposed location will provide temporary office space for two years, until the Fourth Plain Commons project is complete and they can occupy that space.

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. The Zhen building is Class C office space that is anticipated to be demolished in 2023. The City currently has approximately 430 square feet of office space available within the building. With such a short life span remaining on the building, it is difficult to find tenants. This short-term lease will work well with the City's and Fourth Plain Forward's timelines and bring in some unanticipated revenue to the City.

It is proposed to enter into a lease agreement with Fourth Plain Forward for approximately 430 square feet for a two (2) year period starting June 1, 2019, with rent starting on July 1. Rent will be \$360 per month or

approximately \$10.00 per square foot. This rate is consistent with the other tenants in the building.

Request: Authorize the City Manager or his designee to approve the Lease Agreement between the City of Vancouver and Fourth Plain Forward and execute the document.

Brian Carlson, Public Works Director, 487-7131

Motion approved the request.

4. Extension of Temporary Moratorium on Self-Storage Structures

Staff Report 072-19

AN ORDINANCE continuing a temporary moratorium for the duration of six additional months upon the acceptance and processing of applications for permits for the development or expansion of self-service storage structures in the in the Community Commercial (CC), General Commercial (GC), Office Commercial Industrial (OCI) and Light Industrial (IL) zoning districts as defined in Vancouver Municipal Code Title 20, and establishing an immediate effective date.

Summary

The current moratorium prohibits the acceptance and processing of applications for permits for the development or expansion of self-storage structures until June 17, 2019. The moratorium has provided time to begin an analysis and develop recommended updates to standards and locations for siting storage facilities. The storage analysis and recommendations will also be informed by the Commercial Corridors Strategy, a larger review begun in March 2019 to examine areas in and near five major corridors in an effort to facilitate efficient urban density economic development and housing on and near major corridors through appropriate uses, building orientation, parking and other provisions. Extending the storage moratorium until December 17, 2019, will allow completion of the analysis and recommendations according to the enclosed workplan. Recent staff activities towards this goal include initial outreach to local storage businesses, and research of industry trends, other jurisdictions' approaches, and existing conditions locally.

Self-Storage Zoning Standards General Workplan

- | | |
|------|---|
| 2019 | • Complete inventory of existing local storage facilities |
| Q1 | • Initiate Commercial Corridors Strategy |
| 2019 | • Conduct storage stakeholder outreach |

Q2 • *Identify storage industry trends, and land use regulatory approaches from comparable jurisdictions*

2019 Q3 • *Draft initial recommendations*

2019 Q4 • *Planning Commission and City Council worksession and public hearing*

Request: Approve the ordinance on first reading, setting date of second reading and public hearing for Monday, June 17, 2019.

Bryan Snodgrass, Principal Planner, 487-7946

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

Bryan Snodgrass, Principal Planner, provided staff comments.

Councilmember Stober asked what the schedule going forward is for bringing this moratorium to conclusion. Mr. Snodgrass stated staff expects to bring a final recommendation to Council for their consideration in the fall before the end of this proposed extension of the moratorium.

Councilmember Turley stated he would not be supporting extending the moratorium because he believes in free enterprise and that people should be able to build self-storage units on their property if they would like to.

Councilmember Hansen asked what is driving this extension. Mr. Snodgrass explained that the Commercial Corridor Strategy is currently underway and will help inform Council and the City about the appropriate siting of self-storage facilities. He stated that the range of solutions is turning out to not be as simple as staff had hoped.

Motion by Councilmember Hansen, seconded by Councilmember Stober, and approved 4-2, with Councilmembers Turley and Hansen voting NO.

5. **Approval of Claim Vouchers**

Request: Approve claim vouchers for June 10, 2019.

(Copy available upon request.)

Motion approved claim vouchers for June 10, 2019, in the amount of \$4,486,251.89.

Citizen Forum

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

- Rachel Weber, Vancouver, expressed concerns about the impacts of the Navigation Center on the surrounding neighborhood and urged the Council to evaluate the management of the day center.
- Glen Yung, Vancouver, stated the Westside Neighborhood Coalition has formed committees to advocate on behalf of neighborhoods and express concerns regarding the issues of the Westside Bike Mobility project, the Navigation Center, and the McLoughlin safety improvement project, stating the neighborhoods believe their concerns about these projects are largely being ignored.
- James Dougherty, Vancouver, representing the Maplewood Neighborhood Association, expressed concerns about the impacts of the Navigation Center on the surrounding neighborhood and urged the Council to evaluate how operations of the day center have met the expectations presented in the Hearings Examiner's findings from the land use approval.
- Laura Lindeman, Vancouver, representing the Maplewood Neighborhood Association, stated she supports the concept of a navigation center, but the Vancouver Navigation Center on Grand is failing its clients and the community. She urged for an independent evaluation of the Navigation Center and its impacts to the surrounding neighborhoods.
- Brendan Cottingham, Vancouver, expressed concerns about Vancouver police criminalizing people experiencing homelessness, about the state of the sidewalks near Share House, and about his disability claim with the Veterans Administration.
- Russell Palmiter, Vancouver, expressed concerns about the impacts of the Navigation Center on the surrounding neighborhood and urged the Council to evaluate the implementation and impacts of the day center.
- Martha Wiley, Vancouver, requested a revision to City code pertaining to the ability to install a water collection system in residential homes.
- Stacie Marshall, Vancouver, expressed concerns about the impacts of the Navigation Center on the surrounding neighborhood, especially in regards to negative impacts to local businesses.
- Rheta Rubenstein, Ridgefield, Washington, representing Southwest Washington Communities United for Change, presented Council with eight strategies from the Police Use of Force Project that have shown to result in fewer officer involved shootings and requested the City study these strategies and implement them in the Vancouver Police Department.

- Diane Moore, Vancouver, expressed concerns about homelessness and the impacts of the Navigation Center to the surrounding neighborhood and stated the City needs to close the Navigation Center.
- Lynne Bowden, representing the Clark County Arts Commission, presented a report on the recent activities of the Commission and upcoming events.
- LaRae Zawodny, Brush Prairie, Washington, representing the Clark County Arts Commission, provided Council with a report on the outreach activities of Clark County Poet Laureate Gwendolyn Morgan.
- Benita Presley, Vancouver, expressed concerns about the operations of the Navigation Center and its negative impact on the surrounding community.
- Dimitri Zhgenti and Anton Zotev, Vancouver, representing Musica Lanterna, provide Council with an overview of their upcoming music series to take place downtown.

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

Adjournment

7:44 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

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

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

June 17, 2019

WORKSHOPS

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

4:00-5:00 p.m. 2019 Charter Review Recommendations

Presenters: Jeanette (Jan) Bader, Program and Policy Manager, 487-8606; Brent Boger, Assistant City Attorney, 487-8500; Esther Schrader, Charter Review Committee member

Summary

City staff and the Charter Review Committee presented Council with the committee's recommended updates to the City's charter.

5:00-5:30 p.m. 2019 City of Vancouver First Supplemental Budget

Presenter: Natasha Ramras, Chief Financial Officer, 487-8484

Summary

Staff provided Council with an overview of the proposed first supplemental budget for 2019.

5:30-6:15 p.m. Executive Session re: Potential Litigation; Real Estate Transaction

Mayor McEnery-Ogle announced the Council would be entering into executive session to discuss potential litigation and a real estate transaction until 6:15 p.m.

COUNCIL DINNER/ADMINISTRATIVE UPDATES (6:15 PM)

COUNCIL REGULAR MEETING

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 in the Council Chambers of City Hall, 415 W. 6th Street, Vancouver, Washington.

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

Absent: None

Approval of Minutes

Minutes - June 3, 2019

Motion by Councilmember Paulsen, seconded by Councilmember Lebowsky, and carried unanimously to approve the meeting minutes of June 3, 2019.

Citizen Communication (Items 1-3)

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

Consent Agenda (Items 1-3)

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

1. Ambulance Agreement Amendment #6

Staff Report 073-19

Summary

On November 10, 2014, the City Council authorized the City Manager to enter into a five- (5) year Agreement with an additional five- (5) year possible extension. The Contract became effective January 1, 2015. On December 17, 2018, the City Council authorized the City Manager to enter into a five- (5) year extension to the Agreement. Since that time, the parties have determined an Amendment to the Contract would help to clarify

certain terminology and procedures impacted by the Contract. The clarifications are set forth in the attached Sixth Amendment to the Ambulance Services Agreement.

Request: Authorize the City Manager or designee to execute the Sixth Amendment to the Professional Services Agreement No. 80989 (Now 88635) with AMR for Ambulance Services.

Joe Molina, Vancouver Fire Chief, 487-7201

Motion approved the request.

2. Street vacation of approximately 2,960 square feet of unimproved street right-of-way associated with NE 88th Street, located east of NE Andresen Road

Staff Report 074-19

A RESOLUTION fixing July 15, 2019, as the date for a public hearing on a proposal to vacate a portion of NE 88th Street right-of-way located east of NE Andresen Road. The right-of-way is located within the Northeast and Southeast Quarters of Section 6, Township 2 North, Range 2 East, Willamette Meridian.

AN ORDINANCE vacating a portion of public right-of-way associated with NE 88th Street located east of NE Andresen Road. The right-of-way is located within the Northeast and Southeast Quarters of Section 6, Township 2 North, Range 2 East, Willamette Meridian, City of Vancouver, Clark County, Washington; providing for an effective date.

Summary

Staff has received a request from Jabberwock, Ltd. to vacate a portion of NE 88th Street right-of-way located east of NE Andresen Road. The right-of-way is specifically located within the Northeast and Southeast Quarters of Section 6, Township 2 North, Range 2 East, Willamette Meridian.

The right-of-way to be vacated contains no public street improvements. Rather, it currently contains a driveway approach that provides secondary access solely to the applicant's property; no other adjacent private properties have access through this right-of-way. Staff has reviewed the City's Transportation Systems Plan and determined there is no future need for this right-of-way to accommodate public travel. Therefore, vacation of this right-of-way will have no adverse impact on the City's transportation assets.

Staff has contacted all utility owners with facilities potentially located within

the subject area. The City of Vancouver has utilities within the area of the proposed vacation, specifically a domestic water main. Clark Public Utilities has electrical lines running through a portion of the subject area, and CenturyLink also has facilities within the proposed vacation area. Therefore, the City will retain a public utility easement under and over the entire vacated area for the construction, repair and maintenance of all public utilities and services.

Pursuant to VMC 11.05.130, the property associated with a vacated street shall belong to the abutting property owners, one-half to each. Two parcels adjoin the right-of-way to be vacated. The parcel adjoining the south and east sides is owned by the applicant, and the parcel on the north side is owned by the Duane and Elsie Trust (Duane R. Kennedy and Elsie R. Kennedy, trustees). The applicant has contacted the neighboring property owner and they have agreed to release all interest in the subject right-of-way, allowing the applicant to obtain the entirety of the area to be vacated. A letter from Elsie R. Kennedy, Trustee, is attached.

RCW 35.79.030 provides for, but does not require, the City to collect compensation for the value of public right-of-way that is vacated. Further, VMC 11.05.120 stipulates provisions for the City to calculate and collect compensation for vacated public right-of-way. The applicant provided an appraisal of the subject right-of-way, which concluded a fair market value equal to \$8,900. Records indicate that the subject area of right-of-way was dedicated by previous landowners as part of various subdivisions and land-use actions; the City incurred no cost in obtaining the right-of-way. Further, the City has not constructed any street improvements within the subject right-of-way, does not intend to construct any future improvements, and has historically performed no maintenance of this right-of-way area, which was transferred to the City as a part of the Vancouver Mall North Annexation area. And as previously noted, the City will require a public utility easement over the vacated right-of-way, which will significantly limit any further development of the property. Based on these circumstances and pursuant to the provisions of VMC 11.05.120(D), staff recommends that no compensation be required for the vacated right-of-way.

Request: On June 17, 2019, adopt a resolution of intent and approve on first reading the ordinance to vacate a portion of public right-of-way associated with NE 88th Street located within the Northeast and Southeast Quarters of Section 6, Township 2 North, Range 2 East, Willamette Meridian, setting the date of second reading and public hearing for Monday, July 15, 2019.

*Ryan Lopossa, Streets & Transportation Manager, 487-7706;
Eric Hahn, Senior Civil Engineer, 487-7702*

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

Motion adopted Resolution M-4008 and approved the request.

3. Approval of Claim Vouchers

Request: Approve claim vouchers for June 17, 2019.

Motion approved claim vouchers for June 17, 2019, in the amount of \$5,427,022.65.

Public Hearings (Items 4-6)

4. 2020-2025 Transportation Improvement Program

Staff Report 075-19

A RESOLUTION adopting the City of Vancouver's Comprehensive Six-Year Transportation Improvement Program for 2020-2025 and revising the City's Arterial Street System and Classification Map.

Summary

The 2020–2025 TIP presents a transportation development program that supports implementation of the City's adopted comprehensive plan. It includes funding allocation recommendations for street capital revenues including new revenues from the street funding strategy. 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 also provides updates to the Arterial Classification Map. The arterial map update includes minor revisions such as changing proposed arterials to existing arterials.

Request: On June 17, 2019, following a public hearing, adopt a resolution approving the proposed 2020-2025 Transportation Improvement Program.

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

Chris Malone, Public Works Finance and Asset Manager, provided staff comments.

Mr. Malone provided an overview of the 2020-2025 Transportation

Improvement Program (TIP).

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

- Glen Yung, Vancouver, stated he had read through much of the TIP and expressed concerns about several projects that could create changes to traffic patterns in and near his neighborhood, including a potential improvement project on Fourth Plain from F Street to 65th Street that could remove a lane of traffic in each direction.

There being no further testimony, Mayor McEnerny-Ogle closed the public hearing and asked Mr. Malone to provide more information on the Fourth Plain project Mr. Yung referenced.

Mr. Malone explained that project pertains to a grant the City was awarded by the state to improve safety along the Fourth Plain corridor, which has been deemed one of the most dangerous in the state. Mr. Malone explained that the design of that project has not been determined yet, and the reduction of lanes is just one potential option. He noted there would be more public outreach associated with the project.

Motion by Councilmember Glover, seconded by Councilmember Lebowsky, and carried unanimously to approve Resolution M-4008 approving the 2020-2025 Transportation Improvement Program.

5. **Authorizing the award of a contract to Mark43, Inc. for the new police records management and report writing system (RMS)**

Staff Report 068-19

AN ORDINANCE authorizing the City Manager or designee to execute an Agreement with Mark43, Inc., a Delaware corporation licensed to do business in the State of Washington, for the provision of professional services and cloud-based software as a service for the benefit of providing the City of Vancouver, Washington, with a police record management system; and providing required Terms that such Agreement be for an initial term of not more than five years; providing for severability; and setting an effective date.

Summary

Background. In 2015, the Vancouver Police Department entered into a consortium of law enforcement agencies to participate in a shared regional records management system known as the Regional Joint Information Network (RegJIN), which is hosted by the Portland Police Bureau. Unfortunately, the efficiencies expected through the RegJIN system did not materialize. The RegJIN software system interaction has proven to be difficult and time-consuming from an officer/user perspective. For instance:

- *RegJIN requires significant IT maintenance due to complex hardware*

architecture, antiquated software design, and frequent system updates.

- *Promised RegJIN system improvements have been slow to achieve and not fully delivered.*

Additionally, RegJIN costs to maintain system functionality are largely fixed and have not decreased significantly—even with decreasing numbers of users. As a result, the Portland Police Bureau has hired a consultant to assist their agency with the replacement of the RegJIN software system. It is anticipated that the existing RegJIN system will cease to exist in the summer of 2021. As a result of the factors above, in 2018, the City of Vancouver provided notice of intent to terminate participation in the RegJIN project to the Portland Police Bureau.

Selection of Mark43. *After conducting an internal needs assessment, a competitive request for proposals (RFP) was developed and published. RFP responses were reviewed and rated by representatives of VPD and other key City stakeholders with diverse skills, experiences, and RMS needs. Vendor performances were evaluated by relevant users including Command members, Patrol officers and Records staff. Following review of vendor proposals and staff feedback, the Executive Steering Committee recommended the selection of Mark43 as the next VPD records management system vendor. Following several months of negotiations, Mark43 and City staff developed a tentative agreement pending City Council's approval. In recognition of City Charter provisions, this agreement (which could last fifteen years or longer if all renewal term option periods are exercised by the City) is accompanied by an enacting Ordinance.*

Agreement Overview.

- **General Provisions.** *If approved, Mark43 would provide a combination of professional services (e.g., computer interface development and data migration), subscriptions and technical support to a cloud-based Software as a Service Records Management System (SaaS Services).*
- **Cost.** *The City would pay \$1,278,116 for the initial 5-year Term of this agreement for professional services and SaaS services. This covers implementation costs as well as the subscription costs, but is exclusive of applicable taxes (e.g., sales and use taxes). Following the initial agreement term, the City will be responsible for pass-through costs of \$16,500 per year for a third-party system ("CommSys") that facilitates Mark43's connection to state and federal criminal justice databases.*
- **Duration.** *After the initial 5-year term, the City will have the option of exercising up to two additional 5-year renewal periods. The annual*

subscription fee (\$217,651.20) would be discounted by 10% during the first 5-year renewal term option period (adjusted annual total: \$195,886.08). During the second 5-year renewal term option period, Mark43 will be allowed to increase the subscription fee by 4.5% on a year-over-year basis for years 11-14, with no increase allowed in year 15. Thereafter, the agreement will renew on a year-to-year basis unless renegotiated.

Request: On Monday, June 17, 2019, subject to second reading and public hearing, approve the ordinance authorizing the City Manager or designee to sign an agreement with Mark43, Inc. of New York, NY, in an amount not to exceed \$1,278,116.00 exclusive of applicable taxes.

Jonathan Young, Chief Assistant City Attorney, 487-8500

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

Vancouver Police Chief James McElvain, Policy Sgt. Jeff Olson, and Chief Assistant City Attorney Jonathan Young provided staff comments.

Chief McElvain provided an overview of the history and background of the police records management system and the procurement process for this contract.

Mr. Young provided a summary of the proposed contract details and timeline for system implementation.

Councilmember Stober asked if any other jurisdictions are using the Mark43 system, and whether the system has the ability to integrate with other regional agencies' records systems. Mr. Young stated that, while the system has not been on the market as long as some others, it has been utilized by some larger jurisdictions, such as the DC Metro police department, Seattle, King County, and Clackamas County. He explained the system has the ability to anonymize data and the potential to harness the value and benefits of big data in the future.

Sgt. Olson explained that the City continues to work toward data sharing with partner agencies in the region and is in negotiations with Clark County to exchange licenses to each agency's records system, and Portland is looking at an opportunity that would allow information sharing across all regional agencies.

Motion by Councilmember Stober, seconded by Councilmember Paulsen, and carried unanimously to approve Ordinance M-4268 authorizing the City Manager or designee to sign an agreement with Mark 43, Incl. of New York, NY, in an amount not to exceed \$1,278,116.00 exclusive of applicable taxes.

6. **Extension of Temporary Moratorium on Self-Storage Structures**

Staff Report 072-19

AN ORDINANCE continuing a temporary moratorium for the duration of six additional months upon the acceptance and processing of applications for permits for the development or expansion of self-service storage structures in the Community Commercial (CC), General Commercial (GC), Office Commercial Industrial (OCI) and Light Industrial (IL) zoning districts as defined in Vancouver Municipal Code Title 20, and establishing an immediate effective date.

Summary

The current moratorium prohibits the acceptance and processing of applications for permits for the development or expansion of self-storage structures until June 17, 2019. The moratorium has provided time to begin an analysis and develop recommended updates to standards and locations for siting storage facilities. The storage analysis and recommendations will also be informed by the Commercial Corridors Strategy, a larger review begun in March 2019 to examine areas in and near five major corridors in an effort to facilitate efficient urban density economic development and housing on and near major corridors through appropriate uses, building orientation, parking and other provisions. Extending the storage moratorium until December 17, 2019, will allow completion of the analysis and recommendations according to the enclosed workplan. Recent staff activities towards this goal include initial outreach to local storage businesses, and research of industry trends, other jurisdictions' approaches, and existing conditions locally.

Self-Storage Zoning Standards General Workplan

- | | |
|------|--|
| 2019 | • Complete inventory of existing local storage facilities |
| Q1 | • Initiate Commercial Corridors Strategy |
| | • Conduct storage stakeholder outreach |
| 2019 | • Identify storage industry trends, and land use regulatory approaches from comparable jurisdictions |
| Q2 | |
| 2019 | • Draft initial recommendations |
| Q3 | |
| 2019 | • Planning Commission and City Council worksession and public hearing |
| Q4 | |

Request: On Monday, June 17, 2019, subject to second reading and public hearing, approve ordinance.

Bryan Snodgrass, Principal Planner, 487-7946

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

Bryan Snodgrass, Principal Planner, and Cayla Cothron, Associate Planner, provided staff comments.

Mr. Snodgrass provided background on the moratorium and an overview of the upcoming work plan for the remainder of the year.

Councilmember Paulsen asked staff how certain they were that the work plan could be accomplished on time so the moratorium would not need to be extended again. Mr. Snodgrass stated he was confident staff could complete the work and resolve the moratorium before this proposed extension expires, barring any unforeseen issues that may need to be addressed.

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

Motion by Councilmember Stober, seconded by Councilmember Lebowsky, and carried 5-2, with Councilmembers Turlay and Hansen voting no, approved Ordinance M-4269.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Adjournment

7:13 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

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

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videotapes. The audio tapes are kept on file in the office of the City Clerk for a period of six years.

Central Vancouver Anti-Displacement Strategy



July 1, 2019

Vancouver City Council Workshop

Rebecca Kennedy, Long Range Planning Manager
Andrea Pastor, Economic Development Planner
Thread Community Planning, Consultant Team

Presentation Overview

- Background and Context
- Vulnerability Assessment
- Community Engagement
- Equity Framework
- Reside Vancouver Recommendations
- Next Steps

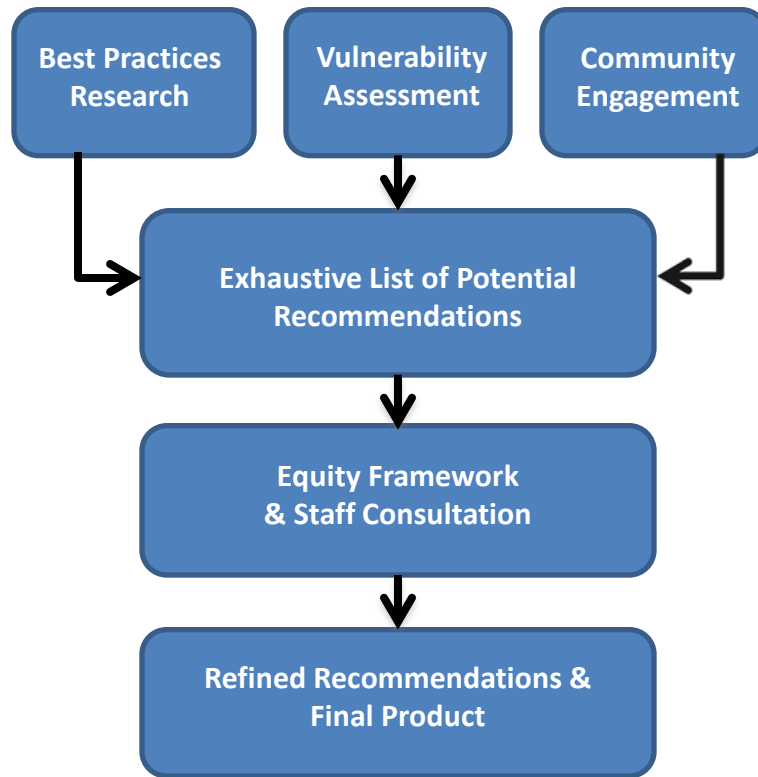
Background and Context

Involuntary displacement

When households are forced to move from a neighborhood because of increasing market values, rents, or changes in the neighborhood's ability to meet basic needs.

Mission

To create relevant and effective anti-displacement policies informed by community input and best practices.



Background and Context

- Renter
- Latinx/Hispanic
- Cost-burdened
- Single income earner with two children
- Holds less than a high school education
- < 80% of MHI

“I don ’t know anyone who has been forced to leave, but I know people who had to leave because they couldn ’t afford to live here anymore. They left. ”



Source: Thread Community Planning

Vulnerability Assessment

Public Investment



Vulnerability Assessment

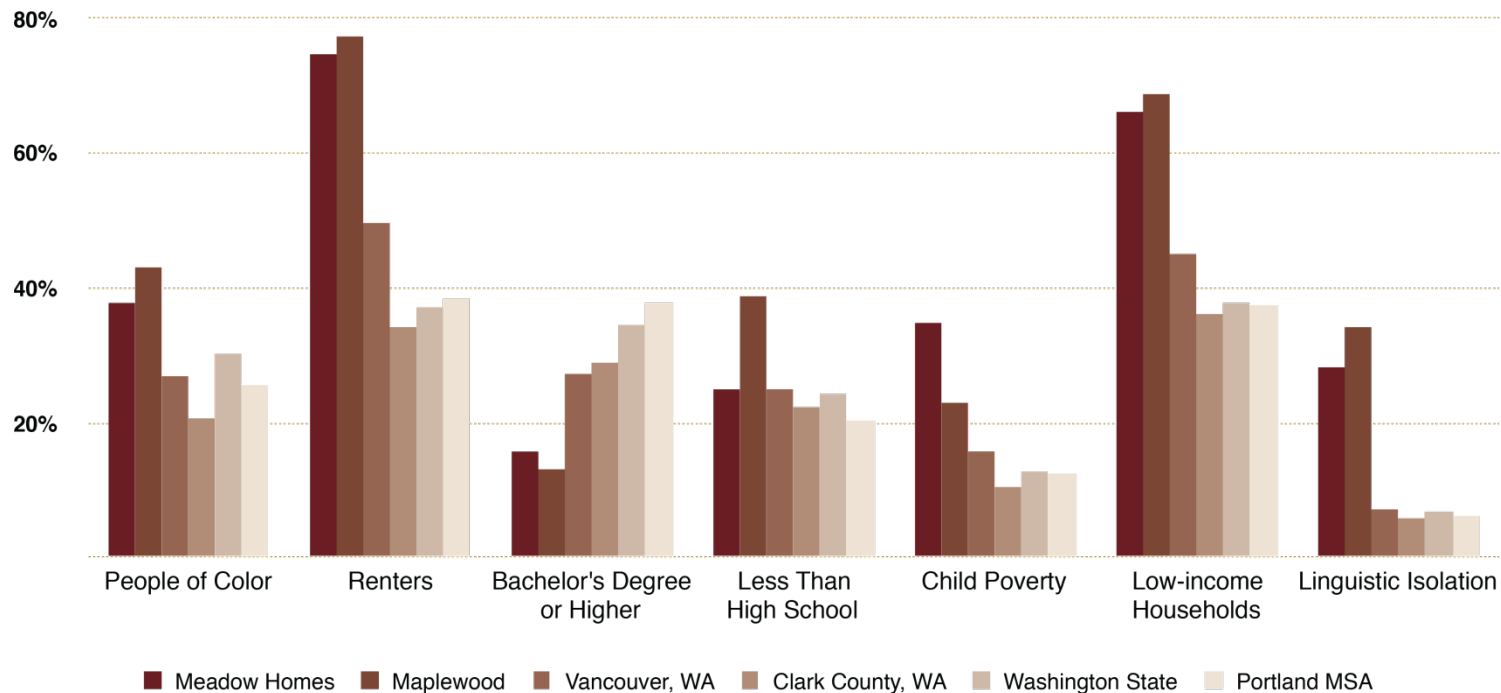
Goal

To ensure that our outreach efforts reached communities most vulnerable to displacement

People of Color	Highest proportion of people of color
Low-income Households	Highest proportion of households with lower incomes
Child Poverty	Highest child poverty rates
Renters	Highest proportion of renters
Educational Attainment	Lowest proportion of people who hold bachelor's degrees or higher
Median Gross Rent	Lowest median gross rents

Source: Bates, L. (2013). Gentrification and Displacement Study: Implementing an equitable inclusive development strategy in the context of gentrification. Commissioned by the City of Portland.

Vulnerability Assessment



Vulnerability Indicator Comparison, 2017
Source: American Community Survey, 5-year estimates 2017)

Community Engagement

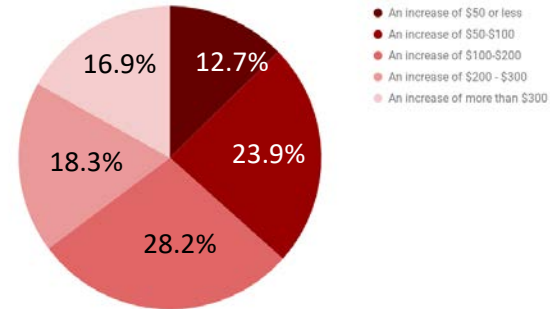


Community Engagement

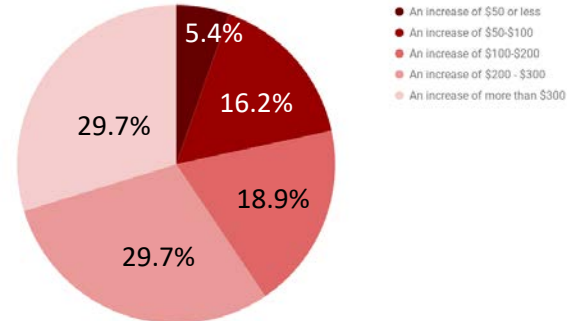
Survey Results

- Rising rents are a reality
- Renters have less financial resilience to withstand spikes in housing costs than homeowners
- Preferred solutions:
 - Rental payment assistance
 - Utility payment assistance
 - Stronger tenant protections

Displacement Vulnerability By Renters (n=71)



Displacement Vulnerability by Homeowners (n=37)



Community Engagement

Advocacy Groups

Stronger tenant protections and workforce development to break the cycle of poverty

Service Providers

Stronger tenant protections, affordable housing production and workforce development

Housing Specialists

Housing production and stronger tenant protections

Workforce Development Agencies

Coordinating activities of stakeholders, such as employers, educational institutions, nonprofits and advocacy groups

Equity Framework

Objectives

- Avoid involuntary displacement of the most vulnerable communities due to public and private investment
- Reduce racial and economic disparities related to housing, income, and quality of life
- Utilize prescriptive policies that address needs identified through community engagement efforts

Grading Criteria

- Fostering Opportunity
- Instituting Accountability
- Practicing Redistributive Justice
- Centering Community Voices

Reside Vancouver Framework



People



Preservation



Production



Prosperity

Recommendations

Two recommendation packages provide the City with sets of recommendations with varying impact levels and expected barriers to success while also encompassing an array of community needs

Package 1: Aspirational

Package 2: Capturing Momentum

Recommendations

Aspirational - Package I

High-impact programs and policies that do not currently exist in Vancouver, but could address unmet community needs. Face some barriers to successful implementation.

- **Community Investment Trusts**
- **“Qualified” Local Small Businesses in Public Procurements**
- **Cross-Sector Job Training Partnerships**

- **Right of First Refusal**
- **Mobile Home Park Zoning**
- **Anti-Displacement Impact Assessments**
- **Rental Registration Program**

Highlighted Recommendation

Mobile Home Park Zoning

Goal

Preserve low-cost housing options and prevent displacement by modifying the zoning code to prohibit conversion of mobile home parks to other uses.

Description

- Create a new zoning area in Vancouver to be implemented beneath existing mobile home parks.
- Limits allowed uses on the properties to be solely for mobile homes and manufactured units.



Source: Thread Community Planning

Recommendations

Capturing Momentum - Package II

Provides options to expand or improve existing policies and programs to better align them with community needs. Fewer significant barriers to successful implementation.

- | | |
|---|--|
| <ul style="list-style-type: none">- Tenant Protection Enhancements- Affordable Housing Fund- Land Acquisition & Management Strategy- Community Land Trusts- Multifamily Tax Exemption (MFTE)- Target Emergency Rental Assistance Program | <ul style="list-style-type: none">- Fourth Plain Forward's Recommendations Citywide- Improving existing job training services- Funding Fourth Plain Forward Long Term- Energy Conservation and Utilities Assistance |
|---|--|

Highlighted Recommendation

Land Acquisition & Management Strategy

Goal

Increase the land available for the development of affordable housing.

Description

- The City develops a strategy to acquire and redistribute land.
- The City, County, and Public Utility Companies transfer publicly-owned **surplus land** to affordable housing developers, removing land acquisition costs associated with development.



Source: Thread Community Planning

Connecting Back To Community Members

Anti-Displacement Impact Assessments

Goal

Reduce displacement by analyzing the potential for projects to bring unintended consequences, and then develop mitigation strategies

Description

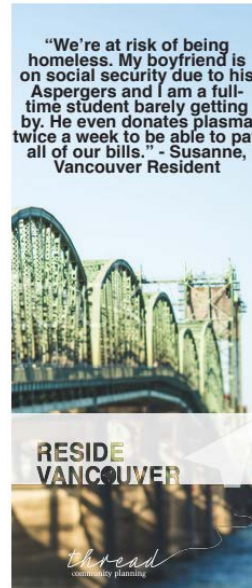
- An anti-displacement equity lens is developed and implemented for proposed developments, zoning changes, public investments, and infrastructure projects
- A mitigation strategy is developed and implemented via a community benefits agreement



Source: Thread Community Planning

Next Steps

- Present at Planning Commission on July 9th
- Hand off contacts to planning staff for continued engagement & implementation



Rising Rents

Stories like Susanne's are increasingly common in Vancouver. Many people are facing annual rent increases but do not see an equal increase in their incomes. Much of this is the result of a growing population and a corresponding increase in demand for housing in Vancouver neighborhoods, as people are increasingly attracted to Vancouver for its livability and high-quality schools.

Public and private investments are also impacting the housing market. Investments in public safety, transportation and open space are making the City a more desirable place to live, and while these improvements are meant to create safer and more livable neighborhoods, the unintended consequence is that they can put pressure on the housing market and increase rents.



Improvements Should Benefit Old and New Residents

The City is grappling with the question of how to create more livable neighborhoods while ensuring that current residents can stay and benefit from improvements.

To address this challenge, in 2019, the City partnered with graduate students from Portland State University to create an Anti-Displacement Plan for Vancouver.

This Plan recommends a number of program and policy solutions that together can help address the impacts of increased demand for housing in Vancouver.

Exciting Investments in Vancouver include:



Commercial Corridors Strategy The City of Vancouver



A strategy to increase business opportunities in Vancouver

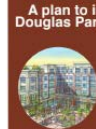
Mill Plain Blvd. Bus Rapid Transit

C-Tran

A plan to increase the speed of public transportation down Mill Plain



David Douglas Park, Redevelopment The City of Vancouver



A plan to improve the quality of Douglas Park by adding a dog park

The Heights Redevelopment Plan The City of Vancouver

A plan to develop the old Tower Mall site into a vibrant district with housing and business opportunities.

Questions and Discussion

Rebecca Kennedy, rebecca.kennedy@cityofvancouver.us

Andrea Pastor, andrea.pastor@cityofvancouver.us

<https://www.cityofvancouver.us/ced/page/reside-vancouver-anti-displacement-strategy>



Exhibit A

JOINT EXECUTIVE BOARD CHARTER FOR VANCOUVER/CLARK COUNTY CONTINUUM OF CARE

The purpose of this Charter (the “Charter”) is to:

- Confirm the vision and principles that will guide the Joint Executive Board (“Board”) toward addressing homelessness through the Clark County Homeless Crisis Response System.
- Establish the membership and responsibilities of the Board.
- Establish the overall scope of responsibility of the Board, including the general limitations of its budgetary and policy-making authority.
- Establish the membership and responsibilities of the CoC Steering Committee.
- Establish the relationship between the Board, the Steering Committee and other CoC work and task groups.

The backbone agency of the CoC will be the local Continuum of Care Collaborative Applicant, currently the Council for the Homeless. This entity will staff and work with the group chairs to guide the CoC groups to meet their purpose. This Charter will be incorporated as Exhibit A into the Continuum of Care Memorandum of Agreement (“MOA”) by and among the chartering entities (City of Vancouver, Clark County, Vancouver Housing Authority, and Council for the Homeless). This Charter will be reviewed annually by the Board. The Board may amend this charter by a two-thirds majority vote of its membership. Capitalized terms used herein without definition have means ascribed to such term in the MOA.

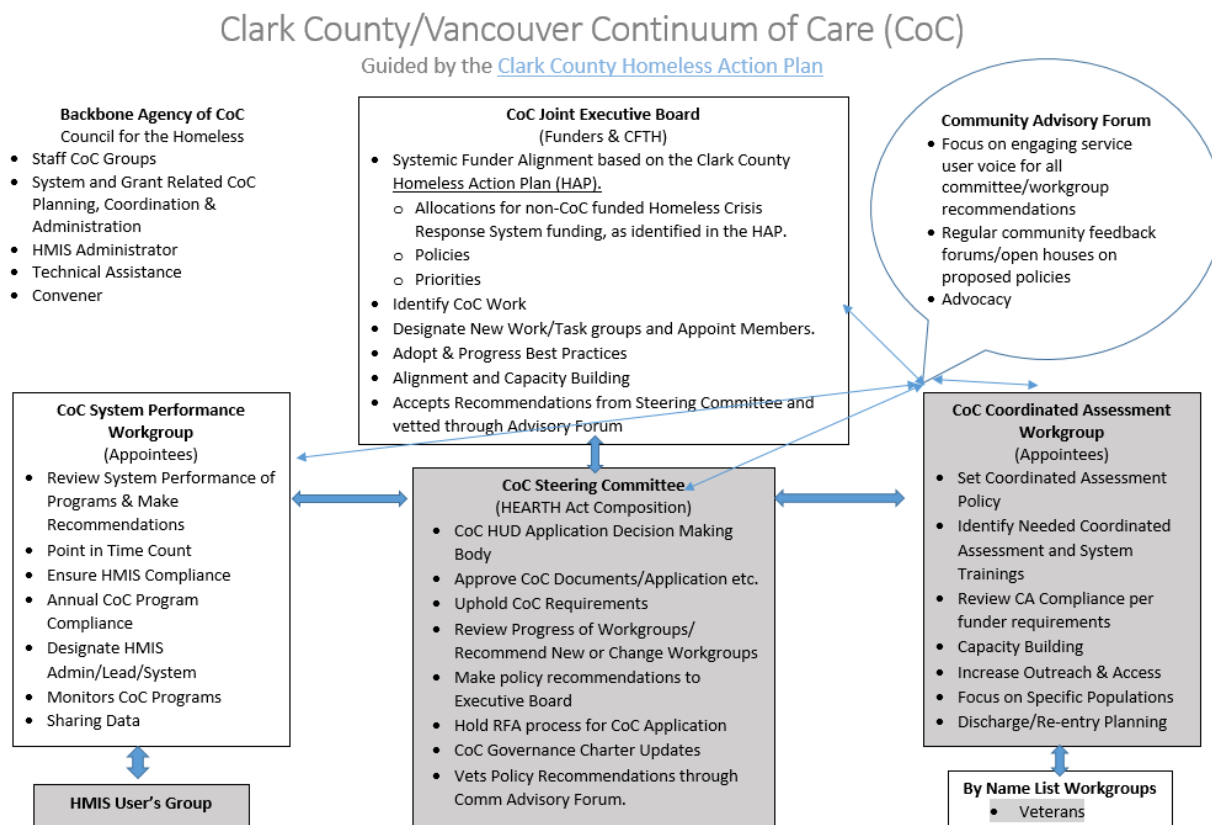
Joint Executive Board

The Joint Executive Board is the collective membership body of the primary funders of the Clark County Homelessness Crisis Response System. This Board exists to coordinate all Homeless Crisis Response System funding toward effective interventions that implement the Clark County Homeless Action Plan.

The funding initially encompassed within the Homeless Crisis Response System includes:

Funder	Funding Name	Funding Source
Clark County	Document Recording Fees (1570, 2163, 1359)	Local
	Emergency Solutions Grant (ESG)	Federal- Housing and Urban Development (HUD)
	Consolidated Homeless Grant (CHG)	State-WA State Department of Commerce
	Community Development Block Grant (CDBG)/HOME Tenant Based Rental Assistance (TBRA) Funds/TBRA Supportive Services	Federal- Housing and Urban Development (HUD)
	Marriage License Fees-Serves Domestic Violence Survivors	Local
City of Vancouver	Community Development Block Grant (CDBG)/HOME Tenant Based Rental Assistance (TBRA) Funds/TBRA Supportive Services	Federal- Housing and Urban Development (HUD)
	Affordable Housing Fund Rental Assistance/Shelter & Day Center Services	Local
Vancouver Housing Authority	VASH (Veterans Affairs Supportive Housing)	Federal- Housing and Urban Development (HUD)
Council for the Homeless	Continuum of Care (CoC) Funding	Federal- Housing and Urban Development (HUD)

The Continuum of Care structure is illustrated below. Grey boxes indicate existing groups in 2018.



u/d 10.7.18

VISION AND PRINCIPLES FOR THE JOINT EXECUTIVE BOARD

Over the past decade, national housing and service resources have gradually diminished. Communities across the county are struggling to help families and individuals experiencing homelessness, return to safe, stable housing. In 2017, a joint meeting was formed by the Southwest WA Community Foundation to bring Homeless Crisis Response System funders together to increase local communication, planning and collaboration. The Joint Executive Board was a result of this group's desire to continue working collaboratively together to reduce homelessness throughout Clark County.

Once formed, the Joint Executive Board will determine the Vision and Principles for the Committee. Discussions thus far have revolved around the following points.

Vision:

A community where no one is experiencing unsheltered homelessness.

A community where no one is experiencing homelessness.

A community where everyone has a safe, stable place to call home.

A community that helps people who are homeless move into housing.

Our principles are to:

- Prioritize vulnerable populations

Homelessness has a significant detrimental effect on everyone, yet there are some whose health and safety are placed at even greater risk of harm without a safe and stable place to call home. These groups include, but are not limited to: children, individuals fleeing domestic violence, and people with disabilities. Strategies to identify and assist the most vulnerable groups will be prioritized.

- Promote social, racial, and ethnic justice.

Many communities of color and LGBTQ2S individuals experience a disproportionate rate of homelessness, therefore strategies that incorporate culturally conscientious and responsive supports, utilize an equity lens, and use trauma informed practice will be prioritized.

- Improve accessible housing options for people with disabilities.
- Use data-driven assessment accountability.
- Engage and involve community
- Strengthen system capacity and increase leveraging opportunities.
- Utilize evidence based and best practices to fidelity in order to achieve local successes.
- A systemic approach to funding results in greater system coordination and efficacy.

GENERAL MEMBERSHIP AND RESPONSIBILITIES OF THE JOINT EXECUTIVE BOARD

All Joint Executive Board entities commit to requiring their funded programs/projects within the Homeless Crisis Response System to align with a systemic approach.

This includes requiring programs/projects to:

- Enter accurate data entry into the local HMIS system
- Participate in coordinated entry
- Prioritize those who are most vulnerable within program type,
- Utilization of a common assessment through coordinated entry.
- Participate in the point-in-time count and Continuum of Care
- Progress HEARTH Act, WA Department of Commerce and local outcome measures tied to the Homeless Action Plan.

Joint Executive Board Leadership:

- The City of Vancouver, Clark County and Vancouver Housing Authority shall appoint one elected/appointed official and one administrative staff member to jointly attend the Board meetings.
 - The agency serving as the local Continuum of Care Collaborative Applicant and HMIS Administrator shall be provided membership on the board, if not already represented through Board membership.
 - Board members without elected leadership shall appoint one administrative staff member as their representative on the Board.
 - The Board may not deny membership of the elected/appointed representatives from each entity.
 - Board Advisory Seats are comprised of non-voting members of the Board.

Joint Executive Board Seats		
Board Entity	Board Elected/Appointed Member	Board Administrative Staff
City of Vancouver	City Council Member	Director of Community Development/Homeless Manager
Clark County	County Council Member	Director of Community Services
Vancouver Housing Authority	VHA Commissioner	Executive Director or Senior Staff
Council for the Homeless	n/a	Executive Director
Board Advisory Seats		
Community Foundation of Southwest Washington	n/a	President or Program Officer

- Additional members or advisory seats representing homeless crisis response system funders shall be appointed through a formalized membership review process facilitated by the Council for the Homeless. Any entity shall only be granted one single seat. The process will consist of a questionnaire to:
 - Determine at least \$100,000 per year is provided to financially support the Clark County homeless crisis response system.
 - Confirm the funder's support of a systemic approach to ending homelessness. This will be done through an assessment of the entity's programs/projects including, but not limited to program(s) structure, funding portfolio and HMIS data entry.
 - If the two requirements above are met, the board may add the additional seat through a two-thirds majority vote.
- Shall consist of no more than eleven (11) members and three advisory seats.

The Board will annually elect the Executive Committee, which is comprised of a Chair, Vice-Chair and Secretary for three-year terms, not to exceed two terms. The initial Executive Committee will be comprised of the Council for the Homeless Executive Director, an elected/appointed official and an administrative staff. After the initial term, the Committee will elect their Executive Team by majority, when quorum is met. The Chair and Vice-Chair will coordinate with the Council for the Homeless staff to develop meeting agendas, necessary meeting documents and coordinate meeting guests. The Secretary role will review minutes and ensure meeting notices and minutes are posted appropriately

Board meetings will be open to the public and will be directed by the Board Chair. The Board Chair may designate other Executive Committee member to direct the meetings, if required due to Chair absence. Regular meetings will be held at least once per quarter. Additional meetings may be called by majority vote. At a duly called meeting of the Board, a majority of the Board or greater than 50% will constitute a quorum with diversity of party representation. Board business will be transacted at a duly called meeting of the Board or by e-mail, when necessary. Meeting dates, locations and agendas will be made public, at least one week in advance of the meeting. Notes from the meeting will be posted publicly.

The Board will strive to make decisions through consensus when a quorum of 51% or more is present. When consensus is not possible and quorum is met, decisions shall be made by a vote of the majority of Board members present. When a Board member is not able to attend a duly called meeting, they may with prior notice to the Board Chair, designate another board member to vote for them by proxy. Designations of proxies to conduct Board business should be rare. If a Board member assigned by chartered role is unable to routinely conduct Board business, their chartering entity should seek to amend the Charter to assign Board representation through another role.

The Council for the Homeless, as the Continuum of Care Collaborative Applicant and HMIS Administrator will serve as the backbone agency to the full Continuum of Care structure. This includes supporting the established CoC groups, providing information/data as requested and available, and working with Executive Committees to progress the identified responsibilities of the Board/group.

Joint Executive Board Responsibilities:

- Remain focused on the homeless crisis response system at a macro-level.
- Annually adopt a prioritized resource allocation plan based on available Homeless Crisis Response System funds and effective interventions, in order to progress the priorities in the Homeless Plan. This process should be inclusive of all CoC, County, VHA and City resources focused on the homeless crisis response system, including those from HUD, Department of Commerce and private entities.
- Ensure all Homeless Crisis Response System funds follow a systemic approach, which includes but is not limited to: thorough data entry into the HMIS system, participation in coordinated entry, prioritizing those who are most vulnerable, utilization of a common assessment, participation in the point-in-time count, and progression toward HEARTH Act, WA Department of Commerce and local outcome measures, identified in the Homeless Action Plan.
- Utilize the Clark County Homeless Action Plan (or future replacement) as the guide to programs/projects funding and achieving community goals.
- Establish the CoC Steering Committee, Community Advisory Forum coordinating team, any associated CoC workgroups (ongoing) or task forces (time-limited), define their membership seats and provide macro-level direction regarding their work.

- End or redefine established workgroups, task groups or the forum, in order to more effectively meet the Boards goals.
- Adopt systemic approaches, as required by funders or identified by CoC groups.
- Review Clark County, WA Department of Commerce and Council for the Homeless reports to determine system efficacy and progress toward ending homelessness.
 - Recommend system course corrections and changes and adjust funding, as needed.
- Determine needs for additional reporting and/or research.
- Consider requests from the backbone agency for additional resources in order to fulfill the role, as specified in the MOA. The backbone agency will submit a budget request to the Joint Executive Board to begin discussions, if additional resources are needed.

COC Steering Committee Composition

The slate of members for the CoC Steering Committee will be appointed by the Joint Executive Board. The Board will appoint a minimum of 11, to a maximum of 17, Committee members made up of multiple sectors or stakeholders. Committee members should be knowledgeable about the Homeless Crisis Response System and agree to the established Committee responsibilities.

The nomination process will be conducted by the Council for the Homeless. Community nominees who represent at least one sector below, will be presented to the Board for consideration and a consensus vote, when quorum is met. A formal review of the membership will be conducted annually to identify and address membership gaps and make sure HEARTH Act board membership requirements are met.

The Board will ensure the committee has membership that is representative of the community and includes at least, two (2) people with current or former homelessness experience. Committee membership is specifically intended to bring broad representation from multiple service delivery systems and areas of expertise within the community. In general, the Committee must include representation from all of the sectors and stakeholders listed below. The Committee may however continue to operate for periods of up to six (6) months in duration during which it does not include representation from all of the sectors stakeholders listed below, provided a good faith effort to recruit is being planned or occurring. To limit the size of the Committee, individual board members may represent multiple sectors or stakeholder.

Clark County	Vancouver Housing Authority
CoC Collaborative Applicant (CFTH)	City of Vancouver
SW WA Community Foundation	Person currently homeless/recently homeless
Employment Provider	Victim Service Provider

Person with lived homelessness experience	Business
Faith-based non-profit	School District
Homeless Advocate	Physical Health Provider
Behavioral Health Provider	Affordable Housing Developer
University/College	Veteran provider
Law Enforcement/Jail	Managed Care Organization Representative
DSHS	Faith-based Entity (e.g., Church, Synagogue, Mosque)
Non-profit provider	Publicly Funded Homeless Housing provider
Publicly Funded Emergency Shelter Service provider	

The Board will initially identify a Chair, Vice-Chair and a Secretary, which makes up the Executive Team of the Committee. At least two of the members of the Executive Team should have working knowledge of the Homeless Crisis Response System and the required performance measures. After initial start-up, the Committee will elect their Executive Team by majority, when quorum is met. The Executive Committee will act as primary liaison between the Committee, the Council for the Homeless and the Board. The Chair and Vice-Chair will coordinate with the Council for the Homeless staff to develop meeting agendas necessary meeting documents and coordinate meeting guests. The Secretary role will review minutes and ensure meeting notices and minutes are posted appropriately.

The Committee Chair may designate an Executive Committee member to direct a Committee meeting if required, due to Chair's absence. Regular meetings will be held at least once per quarter. Additionally meetings may be called by the Executive Committee. At a duly called meeting of the Committee, a majority of the Committee or greater than 50% will constitute a quorum. All business of the Committee will be transacted at a duly called meeting of the Committee or by e-mail, when the Executive Committee deems necessary. Meeting dates, locations and agendas will be made public, at least one week in advance of the meeting. Notes from the meeting will be posted publicly on the Council for the Homeless website.

The Committee will make decisions by a vote of the majority of the Committee members present. A Committee member may designate their proxy vote to another Committee member, with prior notice to the Committee Executive Board. If a Committee member is unable to routinely attend Committee meetings and/or conduct Committee business, an Executive Committee member should seek to request another appointed member from the Board.

Term of Service

Members of the Committee shall serve three-year terms. An individual may not be elected or appointed to serve more than three (3) consecutive terms. Committee members appointed by the Board may have their appointments revoked at any time and at the sole discretion of the

Executive Team and/or the Board. Executive Team members serve for two-years and may be elected by majority up to two times (four years total). Active participation in the CoC Steering Committee is important. After three consecutive absences or three non-current absences in one year, membership is revoked. Members of the Committee who cease to maintain their roles, for which they were appointed, will cease to be on the Committee within six months.

If a seat is specifically tied to a formal position (Executive director, manager, etc.), the associated entity may request in writing that the Executive Committee grant an additional three-year term. Any additional terms provided is at the sole discretion of the Executive Committee.

Committee Responsibilities

The Committee, with oversight by the Executive Committee and staff support through the Council for the Homeless, will be responsible for the following actions:

- Identify gaps in the homeless crisis response system every two years through at least one community engagement method (surveys, forums, one-on-one conversation) and recommend prioritized services to be filled through reallocation of existing resources and/or additional resource development.
- Directly make policy and funding decisions related to the following CoC resources:
 - HUD Continuum of Care Program Funds
- Review the annual Homelessness Action Plan community update and provide feedback.
- Provide input and approve future plans that meet the Department of Commerce homeless plan requirements.
- Approve annual HUD Continuum of Care Program application, including associated strategic goals and ranking of projects.
- Facilitate the Continuum of Care projects monitoring and review process.
- Recommend policies and best practices that should be adopted Continuum of Care-wide.
- Progress the adoption of Continuum of Care policies and practices.
- Formally review the membership of the CoC Steering Committee to ensure HEARTH Act requirements are being met and members are active.

Relationship Between Joint Executive Board and CoC Steering Committee

As a sub-set of the Board, the Committee work beyond serving as the CoC governing board will be directed by the Board. All recommendations made by the Committee and not related to the CoC application, must be forwarded the Board for review. The Council for the Homeless staff serves as the liaison between the two groups.

Whenever possible, the Joint Executive Board and CoC Steering Committee will engage the Community Advisory Forum to gain feedback on policy recommendations, major funding adjustments and systemic changes. The Lead agency will serve as liaison between the Community Advisory Forum and the other boards, committees or workgroups.

The Board, at its sole discretion, must either ratify the recommendation of the Committee (in which case the recommendation stands) or reject the recommendation.

- The Committee will control when recommendations specifically focus on HUD CoC requirements, projects or applications.
- The recommendation of the Board shall control in all other matters.

Continuum of Care Spokesperson

Council for the Homeless Executive Director will serve as the spokesperson of the Continuum of Care, including the Joint Executive Committee, the CoC Steering Committee and the related workgroups and task forces.

The Chair of each group may, with the support of the Council for the Homeless Executive Director serve in an official spokesperson capacity regarding specific initiatives.

Conflict of Interest

No member of the Board or Committee shall participate in or influence discussion or resulting decisions concerning the award of a grant or other financial benefits to the members or the organization that the member represents professionally, as a volunteer or as a board member. Any conflict of interest should be reported to the Executive Team's applicable group and the member should recuse themselves from discussions or resulting decisions on issues where a conflict of interest exists.

All members of the Joint Board, the CoC Steering Committee, workgroups, and task groups will be asked to sign a Conflict of Interest statement.

Transparency of Operations

All meetings related to the Board, Committee, and various workgroups or task groups established by the Board will be public.

The work of the Board and Committee shall be posted on the Council for the Homeless website and relevant updated and announcements shall be distributed through an e-mail distribution list. At least annually, the Committee should convene a general membership meeting of the full CoC Steering Committee. At a minimum, the meeting will include requesting nominations to fill vacancies. Directions to nominate someone will be provided orally and in writing.

Homeless Crisis Response System

The Homeless Crisis Response System is comprised of the programs and activities funded by the Federal, State, and Local Government, and other funds leveraged by these (specifically: the funds and activities listed in the *Annual Housing Inventory Report* to the WA State Department of Commerce and are used to make system performance evaluations), to address homelessness in Clark County.

The Homeless Crisis Response System consists of:

- Local Continuum of Care
- Homeless Outreach, Basic Needs Services and Coordinated Entry
- Prevention and Diversion Programs
- HMIS and System Planning
- Interim Housing: Emergency Shelter and Transitional Housing
- Housing Programs (Rapid Re-Housing, HOME TBRA, Supportive Housing)

City of Vancouver/Clark County/ Vancouver Housing Authority/Council for the Homeless

Continuum of Care

Memorandum of Agreement (“MOA”)

This Memorandum of Agreement (this “Agreement”), dated this 31 day of July, 2019, (“Effective Date”) is made and entered into by and among the City of Vancouver, (Vancouver), Clark County (the “County”), Vancouver Housing Authority (“VHA”) and Council for the Homeless (CFTH).

RECITALS

- A. The 1989, Council on Homeless, Intergovernmental Agreement specified, “Homelessness is a serious problem in Clark County and the number of people experiencing homelessness is increasing. The capacity of the current system to house and meet the basic needs of those who are experiencing homelessness is inadequate.” This statement remains true in 2018.
- B. The 1989, Council on Homeless, Intergovernmental Agreement also specified, “No single governmental jurisdiction or entity could resolve the problem of homelessness. Homelessness is caused by a complex set of programs which cannot be effectively addressed by isolated or fragmented efforts.” This statement remains true in 2018.
- C. The 1989, Council on Homeless, Intergovernmental Agreement stated, “The County, VHA and Vancouver desire to work cooperatively toward the common goal of providing leadership to resolve homelessness.” This statement remains true in 2018.
- D. The United States Department of Housing and Urban Development (“HUD”) operates the Continuum of Care (“CoC”), which promotes communitywide investment and collaboration to address homelessness;
- E. The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act was authorized in May 2009, which regulates the CoC;
- F. The HEARTH Act directs local governments to consolidate and coordinate efforts to address homelessness;
- G. On November 27, 2018, the Clark County Council adopted the 2019-2022 Clark County Homeless Action Plan (“Plan”). The Plan encompasses the full span of the County of Clark.
- H. The Plan calls for a creation of a collaborative local body of Homeless Crisis Response System program funders to oversee implementation of the Plan and to make policy recommendations to local governments. The Plan also calls on funders to coordinate and closely align efforts in a systemic manner to ensure the Plan progresses and to coordinate local efforts with state and federal policies;

- I. HUD recognizes the separate jurisdictional areas within the boundaries of Vancouver, Washougal, Camas, Ridgefield, Battle Ground, Yacolt, La Center and all areas in the County outside of the boundaries of Vancouver as a single geographic area in which a range of services are organized to prevent and end homelessness (collectively, the City of Vancouver/Clark County Continuum of Care);
- J. The governments of Vancouver, the County, and VHA (as the local countywide housing authority) (Collectively, the “Continuum of Care Parties” or “Parties”) are the primary funding and policy making bodies for the Continuum of Care and desire to approach addressing homelessness in a collaborative, coordinated fashion;
- K. The Council for the Homeless was created in 1989 to be the planning and coordinating body to prevent and end homelessness in Clark County. Its work continues today, as the CoC Collaborative Applicant, the facilitator of the new homeless framework and a community convener and educator. As such, the Council for the Homeless will serve as the “Lead Agency” or backbone of the full Continuum of Care structure.
- L. The elected/appointed officials currently appointed to the Council for the Homeless board from the City of Vancouver, Clark County and Vancouver Housing Authority will be transitioned to the new Continuum of Care Joint Executive Board in **Fall 2019**. All other joint agreements between the Council for the Homeless and the governmental entities remain intact.
- M. Consequently, the Continuum of Care Parties desire to collaborate toward a shared agenda to address homelessness by creating a CoC Joint Executive Board that will serve as coordinated funding body of the City of Vancouver/Clark County Continuum of Care.

AGREEMENT

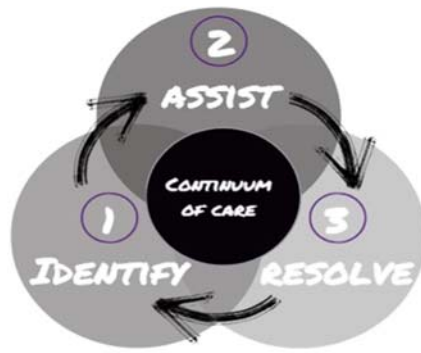
Now, therefore, in consideration of the mutual promised set forth herein and for the other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. **PURPOSE:** The purpose of this Agreement is to create the Joint Executive Board (“Board”). The Board is solely an advisory board through which the Parties will collaborate toward a shared agenda to address homelessness, based on the Plan and/or current state recognized planning document. The Governance Charter of City of Vancouver/Clark County/Vancouver Housing Authority/Council for the Homeless Joint Executive Board substantially in the form attached hereto as Exhibit A (the “Charter”), sets forth the vision, principles, responsibility and framework of the Board.
- 2. **TERM:** The Agreement will commence on the Effective Date and will continue to unless terminated in accordance with this Agreement.

3. **FUNCTION AND ACTIVITIES:** The Parties will act as the “chartering jurisdictions” as described in the Charter and will perform the functions and activities of the Parties described in the Charter.
4. **APPORTIONMENT OF FUNDING RESPONSIBILITIES:** The Board agrees to adequately fund the Lead Agency for CoC planning and coordination of the CoC structure, as long as it remains the Continuum of Care Collaborative Applicant and Clark County’s planning body regarding homelessness. Adequate funding includes costs related to coordinating, planning and staffing the CoC structure, serving as the Continuum of Care application lead and Homeless Crisis Response System leadership and advocacy.
5. **PERSONNEL/LEAD AGENCY:** The Board itself will not employ personnel and no personnel will transfer from the Parties to the Board. The Council for the Homeless will serve as the “Lead Agency” or backbone agency as described in the Charter and will provide staffing to support the functions and activities of the Board.
 - a. As outlined in the Charter for Joint Executive Board, each party will make available an appropriate administrative level employee, as identified in the Charter, to support their elected or appointed representative on the Board.
6. **REAL OR PERSONAL PROPERTY:** The Board will not possess or hold title to real or personal property belonging to the Joint Executive Board.
7. **NOT AN INTERGOVERNMENTAL ENTITY:** the Parties to this Agreement do not intend to form an intergovernmental entity by the Agreement and no such entity is created by this Agreement.
8. **LIMITATION OF AUTHORITY:** The Board shall only have authority specifically enumerated in the Charter and shall not have the authority to enter into any legally binding agreements, including contracts, agreements, or leases and it shall not have authority to incur any debt, liability, or obligation on its own behalf or on the behalf of any Party to this Agreement.
9. **NO COMPENSATION:** None of the parties will receive compensation in connection with this Agreement.
10. **CHANGE AND CONFLICT RESOLUTION:** The Parties recognize that events and conditions may arise that result in a dispute. In such case, the Parties agree to exercise good faith in expeditiously resolving such dispute in the following manner:
 - a. All conflicts should first be discussed and resolved, if at all possible, by the recognized members of the Board.
 - b. Any conflicts not resolved by the Board may be brought to a certified mediator in order to progress through the impasse and continue to move forward with the Plan.
11. **AGREEMENT WITHDRAWAL:** Good faith efforts should be made by all Parties to resolve disputes related to change or conflict by following the resolution procedure specified in Number 10 of this document. A Party may withdraw their participation in the Agreement at any time by unanimous vote of the Parties or upon six months written notice by one party. Termination under any provision of this paragraph shall not affect any rights,

obligations, or liabilities of the Parties that accrued prior to such termination. At which time a Party withdraws from the Agreement, the current agreement will remain in effect for the other Parties.

12. **INDEMNIFICATION:** Each Party shall be responsible for their own acts and omissions, and the acts and omissions of their agents and employees. Each party to this Agreement shall defend, protect and hold harmless the other party, or any of the other party's agents, from and against any loss and all claims, settlements, judgments, costs penalties, and expenses, including attorney's fees, arising from any willful misconduct, or dishonest, fraudulent, reckless, unlawful, or negligent act or omission of the first party, or agents of the first party, while performing under the terms of this Agreement except to the extent that such losses result from the willful misconduct, or dishonest, fraudulent, reckless, unlawful or negligent act or omission on the part of the second party. Each party agrees to notify promptly the other party, in writing, of any claim and provide the other party the opportunity to defend and settle the claim.
13. **WASHINGTON LAW AND FORUM:** This agreement shall be construed to the laws of the State of Washington. Any action regarding the AGREEMENT of work performed under this Agreement must be filed in Clark County or in the United States District Court for the District of Washington.
14. **NON-DISCRIMINATION:** Each Party shall comply with all requirements of federal and state civil right and rehabilitation statutes and their respective local non-discrimination ordinances.
15. **ACCESS TO RECORDS:** Each Party shall have access to the books, documents and other records related to this Agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
16. **SUBCONTRACTS AND ASSIGNMENT:** No Party may subcontract any part of this Agreement.
17. **SEVERABILITY CLAUSE:** In case any provision of this MOA or its Exhibits shall be removed, invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
18. **ENTIRE AGREEMENT:** This Agreement and Exhibit A are the entire agreement between the Parties with regard to the subject matter herein. There is no oral or written agreement between the Parties with regard to this subject matter.



Clark County Joint Executive Board on Homelessness

What? A collaborative board consisting of Clark County, City of Vancouver, Vancouver Housing Authority and Council for the Homeless elected/appointed officials and administrators, as identified in the Charter. The board will be focused on the Clark County Homeless Crisis Response System and reducing homelessness in the community.

Why? To create one regular, on-going meeting where Clark County, City of Vancouver, Vancouver Housing Authority and Council for the Homeless can work together around common goals. The board will follow the Clark County 2019-2022 Homeless Action Plan, varied funding requirements and community needs to create a cohesive, effective and data-driven Homeless Crisis Response system that increases transparency related to process and outcomes, while reducing the number of households experiencing homelessness in Clark County.

When? The Board will begin meeting in the Fall of 2019, at the latest, on a monthly basis.

Background: The City of Vancouver, Clark County, Council for the Homeless, and the Vancouver Housing Authority are the key funders of the homeless crisis response system (HCRS) in Clark County. The funders came together in 2017, recognizing a reduction in the number of households experiencing homelessness would only be achieved through a collective effort. Together they worked with the Community Foundation of SW WA to create the Clark County Joint Executive Board on Homelessness structure to oversee the local Homeless Crisis Response System (HCRS) Continuum of Care (CoC).

Strengths of the Joint Executive Board on Homelessness include:

- A. **Funder Coordination and Collective Outcomes:** Funders will be coordinating the community's delivery of homelessness service program types (e.g. Rapid Re-housing, Supportive Housing, Outreach) using the 2019-2022 Clark County Homeless Action Plan and its identified system performance outcomes as the guide.
- B. **Collaborative Funding and Policy Making:** Funders will be collaborating on service program type policies and funding decisions to address homelessness locally in a common and effective way. For example, ensuring all rapid re-housing programs follow the same best practice model, enter high quality data in HMIS and have the same focused outcomes.
- C. **Speaking the Same Language:** Increasing the in-depth understanding of the HCRS among elected and appointed leadership and high-level administrative staff is essential in planning, funding, and monitoring programs that are impactful.
- D. **Elevating the Conversation about Homelessness:** Providing formal opportunities for key funders to discuss concerns, needs and emerging challenges with other local funders and work collectively to address. Ongoing communication between and beyond the four key funders will expand the reach and effectiveness of our community's resources.
- E. **Maximizing Private Leveraging:** Creating opportunities for public funding to be leveraged with additional public or private funds to increase resources and the effectiveness of services provided.

Public-private partnerships strengthen and expand the reach and effectiveness of the services that make up the homeless crisis response system.

- F. **Strong Leadership for the Full Continuum of Care:** The Clark County Continuum of Care (CoC) groups including the Coalition of Services Providers, Coordinated Assessment Workgroup and HMIS User's group will be restructured to better meet HUD requirements and community need. Including providing additional opportunities for people with lived experience of homelessness and community members to engage in the continuum of care.

FAQ's

1. Why create this new Board, there are lots of meetings?

Clark County did not have one meeting where the parties involved in the Joint Board came together with a focus on homelessness. Communities across the nation are creating joint groups consisting of key local homeless program funders in order to foster collective efforts around the goal of reducing homelessness. This includes Seattle, WA, Columbus, OH, Louisville, KY and Portland, OR.

2. Why is the Clark County Joint Board on Homelessness different or new?

This is the first time elected/appointed representatives and administrators have committed to meeting together on a regular basis regarding the focus of homelessness.

3. Why now?

Homelessness in Clark County continues to increase among all populations. Moving people from an unhoused situation to housing takes a targeted, multi-pronged and diverse approach. Now more than ever, the funders need to come together to make sure they are all working toward the same outcomes and goals.

4. How will this change the way programs that focus on homelessness are funded?

The Board will collectively decide the program priorities and models that will be funded, as well as the collective amount of funding that will support the program type. Then each member entity will use their established process to allocate funds to agencies.

For example, the Board will decide Rapid Re-housing will be funded at \$500K and the City of Vancouver will provide \$200K of funding and Clark County will provide \$300K of funding. Then, the County and City will put out their own Request for Applications (RFA) and their groups will determine which agencies receive funding.

5. What happens to the Clark County Community Action Advisory Board (CAAB)?

Nothing, the CAAB role will not change. The CAAB will continue to advise the County Council the Community Action and Homelessness funds provided to the County in the same way it does now.

6. How can I get involved?

Joint meetings will be open to the public. However, the most effective way to be involved is to join one of the [Continuum of Care meetings](#).

Proposed
Homeless Crisis Response System
Continuum of Care (CoC)
Reorganization



What does CFTH do?

Created in 1989

Advocacy

- Increase Affordable Housing
- Tenant Rights

Solutions

- School Programs
- VHA Partnerships
- Diversion

Council for the Homeless

Leadership- Homeless Crisis Response System

- Engage the community
 - Outreach, education
- Identify and monitor needs
 - Data collection and analysis
- Convene & Collaborate
 - WHO & Severe Weather Shelter
- Continuum of Care Collaborative Applicant
 - Provides Staffing Support to Continuum of Care Meetings
 - Completes and Submits HUD CoC Application

Continuum of Care Proposed Restructuring

➤ November 2017

- Community Foundation of SW WA convened:
 - City of Vancouver
 - Vancouver Housing Authority
 - Clark County
 - Council for the Homeless
- Day Center
- Creating a Collaborative & Informed Group

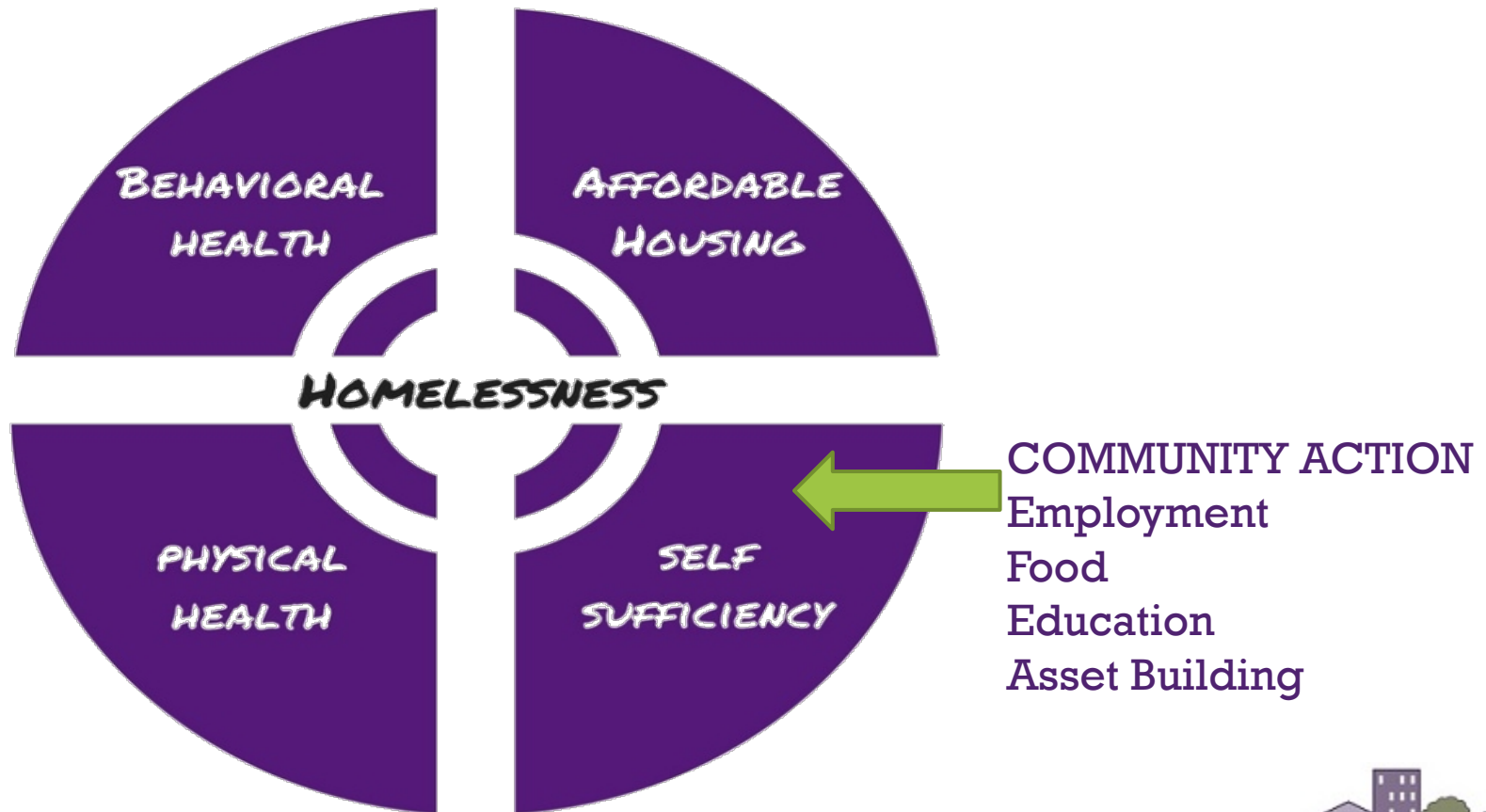
COMPONENTS OF AN EFFECTIVE
HOUSING CRISIS
Response System



HCRS Guiding Principles:

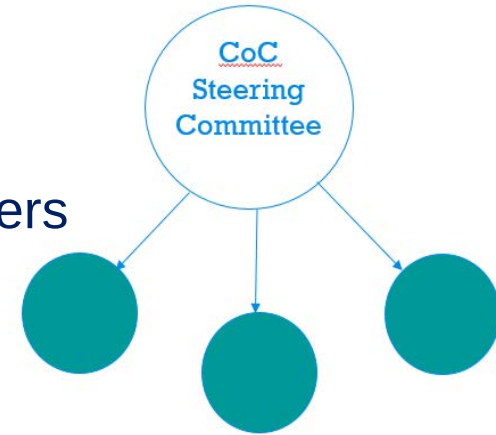
- All people deserve a decent and safe place to live
- Everyone is ready for housing
- Our community has a responsibility to take care of one another
- All interventions must be data-driven, outcome-based and effective

SCOPE OF HOMELESS CRISIS RESPONSE SYSTEM



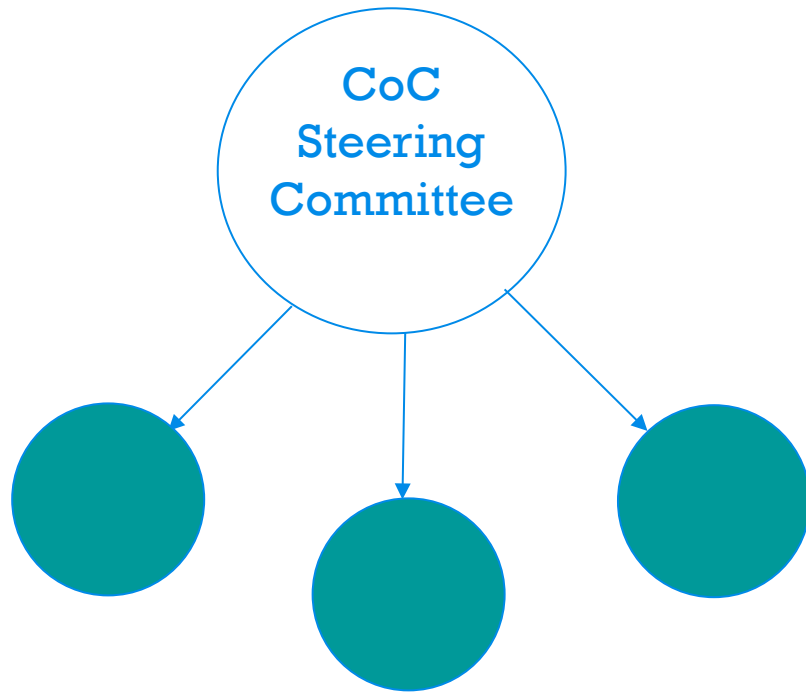
Current CoC Structure Challenges

- Difficult to make major system changes with players at the table.
- HUD Required seats are not memorialized in Charter.
- Elected officials & high level admin from funders not involved.
- Steering committee dual focus = Heavy Workload
- Elected Officials appointed to CFTH Board are not solely focused on homeless system.
- No formal way to engage those with lived experience in decision making.
- More needs to be done



Continuum of Care Structure

Current Structure

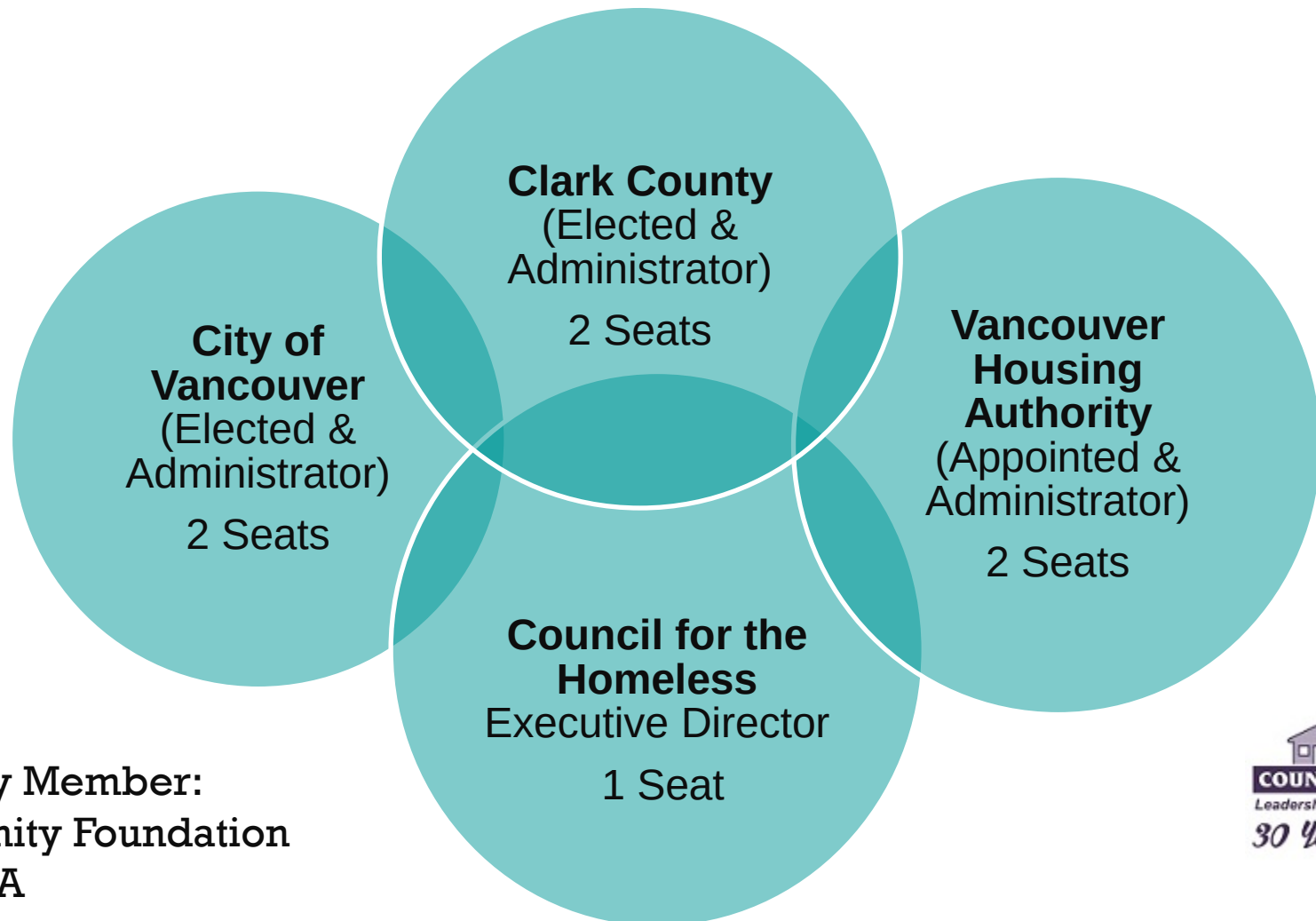


New Proposed Structure



CoC Reorganization

Proposed Joint Executive Board on Homelessness



Proposed CoC Restructuring Opportunities

- Led by elected official & high level administrators
- Creates opportunity to discuss priorities and funding.
- Allows CoC Steering Committee to focus on HUD requirements.
- Memorializes Community Advisory Forum.
- Aligned with other communities across the nation.
- Elected Official move from CFTH Board to Joint Board



CLARK COUNTY/VANCOUVER CONTINUUM OF CARE (COC)

2019 PROPOSED RESTRUCTURED HOMELESS SYSTEM CONTINUUM OF CARE

- Engages all major funders (Clark County, City of Vancouver & Vancouver Housing Authority) and the community in ending homelessness by making it rare, brief and one-time.
- Coordinates the delivery of service programs to people experiencing homelessness.
- Creates a Board focused on collaborative funding and policy decisions, therefore increasing transparency and community feedback.

GUIDED BY THE CLARK COUNTY HOMELESS ACTION PLAN



Proposed Joint Executive Board on Homelessness

- Moves elected officials off CFTH board.
- Funder decision making bodies (e.g. CAAB, City Priority group) will continue.
- Create a space of learning where everyone is speaking the same language.
- Maximize Leveraging of Private Funding.
- Guided by the Clark County Homeless Action Plan

CLARK COUNTY/VANCOUVER CONTINUUM OF CARE (COC)

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- Coordinates the delivery of service programs to people experiencing homelessness.
- Creates a Board focused on collaborative funding and policy decisions, therefore increasing transparency and community feedback.

GUIDED BY THE CLARK COUNTY HOMELESS ACTION PLAN



Continuum of Care Steering Committee

- Exists today as the highest level of leadership.
- Focus will narrow to meeting HUD CoC requirements
- Formalize with specific seats (small city, school district, person with lived experience, employment provider etc.)
- Will make system-wide recommendations to the Joint Executive Board

CLARK COUNTY/VANCOUVER CONTINUUM OF CARE (COC)

2019 PROPOSED RESTRUCTURED HOMELESS SYSTEM CONTINUUM OF CARE

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- Creates a Board focused on collaborative funding and policy decisions, therefore increasing transparency and community feedback.

GUIDED BY THE CLARK COUNTY HOMELESS ACTION PLAN



Community Advisory Forum

- Gather community feedback on proposed:
 - Policies, programs, focus areas, needs, etc.
- Serves Joint Board & CoC Steering
- Ad-hoc meetings, surveys, focused conversations, etc.
- Prioritize engagement for those with current & past lived experience

CLARK COUNTY/VANCOUVER CONTINUUM OF CARE (COC)

2019 PROPOSED RESTRUCTURED HOMELESS SYSTEM CONTINUUM OF CARE

- Engages all major funders (Clark County, City of Vancouver & Vancouver Housing Authority) and the community in ending homelessness by making it rare, brief and one-time.
- Coordinates the delivery of service programs to people experiencing homelessness.
- Creates a Board focused on collaborative funding and policy decisions, therefore increasing transparency and community feedback.

GUIDED BY THE CLARK COUNTY HOMELESS ACTION PLAN



Proposed CoC Reorganization Strengths

- Elected official & high level administrators at the same table.
- Creates opportunity to discuss priorities and funding at system level.
- Allow CoC Steering Committee to focus on HUD requirements.
- Memorializes community engagement forum.
- Collaborative system oversight groups becoming common across the country.
- Elected Officials move from CFTH Board to Joint Board
- Joint Board Memorandum of Agreement (MOA) & Charter vetted by attorney's, Community Foundation Group and Funder Staff

Proposed Next Steps

Vancouver City Council

- Approve Signing of the Proposed Joint Board MOA and Charter.

Clark County

- Work Session on July 17

Vancouver Housing Authority

- Signing Authority Granted in May

CFTH Board

- Prepared to Change Agency Bylaws

Proposed First Meeting: Fall 2019

System Performance Measurements

HUD / WA State Department of Commerce Performance Measurements	2017 Outcomes (Calendar Year)	2018 Outcomes (Calendar Year)
Average Length of Time Homeless	48 Days	110 Days 
Exits to Permanent Housing		
• Rapid Re-Housing (RRH)	80%	82% 
• Transitional Housing (TH)	47%	70% 
• Emergency Shelter	27%	34% 
Returns to Homelessness (Re-user Rate)	16%	28% 
• Among all Program Types	TH/RRH: 12%	TH/RRH: 16% 
Permanent Supportive Housing Stability	92%	96% 
Unsheltered Entries into all Program Types	70%	66% 

Vancouver Fire Department

2018 Report on Service Levels

VANCOUVER
CITY HALL



July 1, 2019

Vancouver City Council Workshop

Joe Molina, Fire Chief

Presentation Overview

Objectives of Presentation:

- Meet the reporting requirements of RCW 35.103.040.
- Inform the Council of the service levels provided by the Fire Department in 2018.
- Provide next steps.

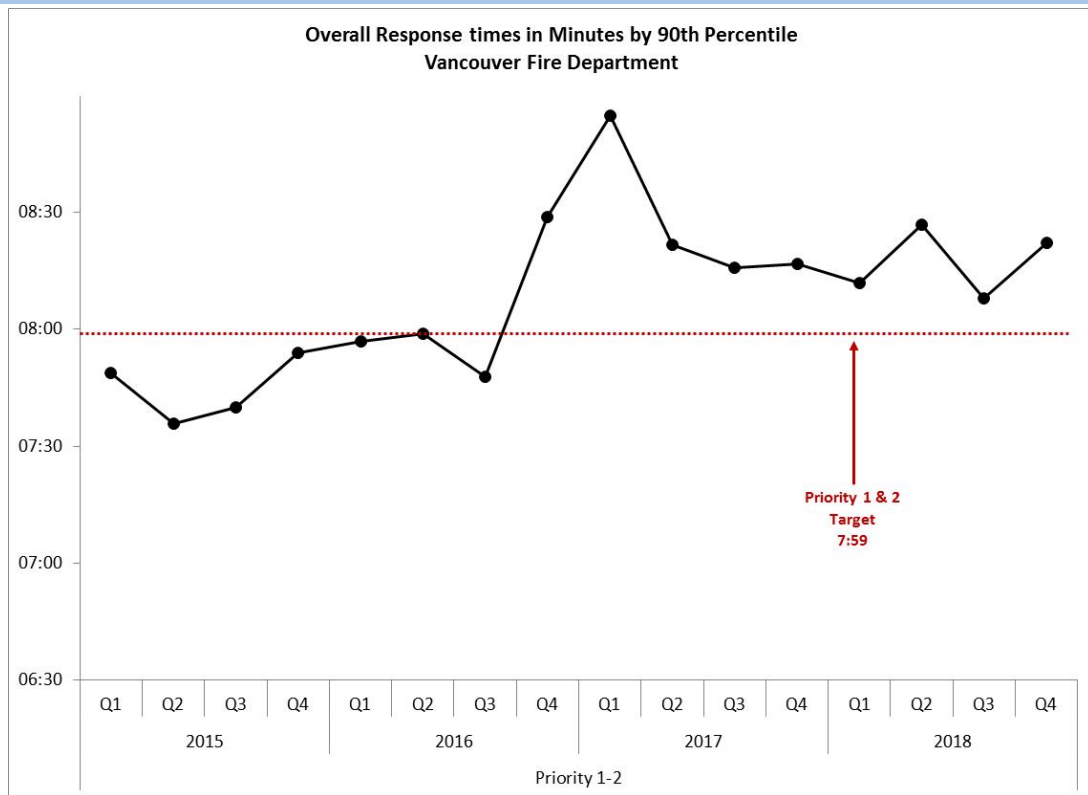
Prior Council Review

- 2013 – Council Adopted the Standard of Cover
- 2014 – 2017 Annual Report on Service Levels

VFD 2018 Service Levels

- The Department is required by RCW 35.103.040 to report service level performance annually.
- In 2018, the service level requirements adopted by Council were not all attained.
- Performance reported from time of dispatch until arrival at the scene of the emergency.
 - Reported at the 90% fractal. This measure represents the arrival time of the unit(s) at 90% of the emergencies.

VFD 2018 Service Levels



VFD 2018 Service Levels

2018 Performance:

Arrival of First Response Unit:

Alarm Type	Standard	2018 Actual	2017 Actual	2018 Count	2017 Count	%
All Priority 1 and 2 except Marine	7:59	08:18*	08:25	11,909	11,847	0.5%
All Priority 3 and 4 except Marine	10:59	09:04	09:24	8,250	7,743	6.5%
Priority 5 Non-Medical	15:59	10:41	11:07	3,968	3,346	18.6%
Priority 5 Emergency Medical – Ambulance Only	17:59	16:46	17:19*	8,033	5,934*	35.4%
Marine - All Calls	19:59	31:15	24:43	24	17	41.2%

*88.3% met the P1&2 Standard

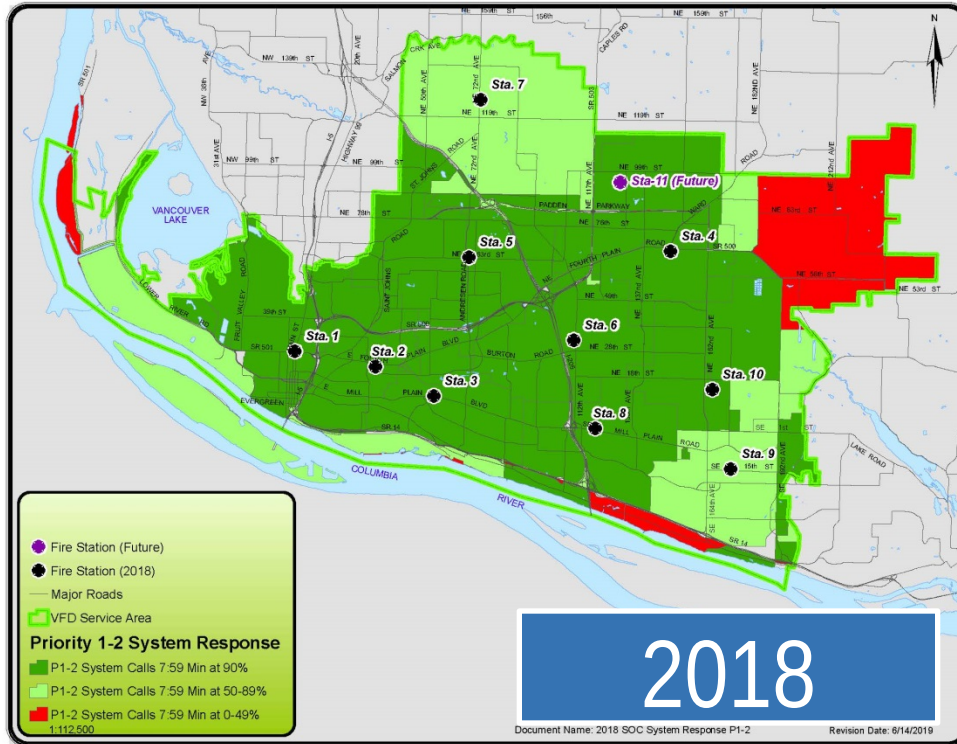


VFD 2018 Service Levels

2018 Performance Count: Arrival of Full First Alarm Assignment

Alarm Type	Standard	2018 Actual	2017 Actual	2018 Count	2017 Count	%
Fire Suppression	15:59	21:43	17:53	72	78	-7.7%
Aircraft Rescue and Firefighting	15:59	N/A	N/A	0	0	
Technical Rescue	60:00	N/A	N/A	0	0	
Hazardous Materials	60:00	N/A	N/A	0	0	
Total VFD Service Area First In Responses						11.36%

System Performance

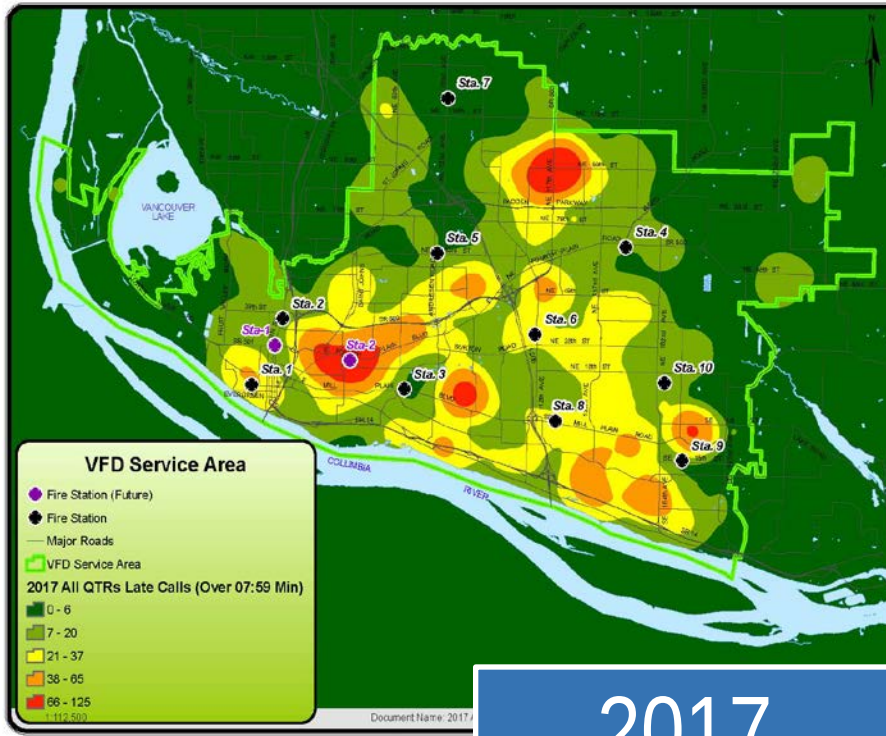


All Agencies – VFD Service Area

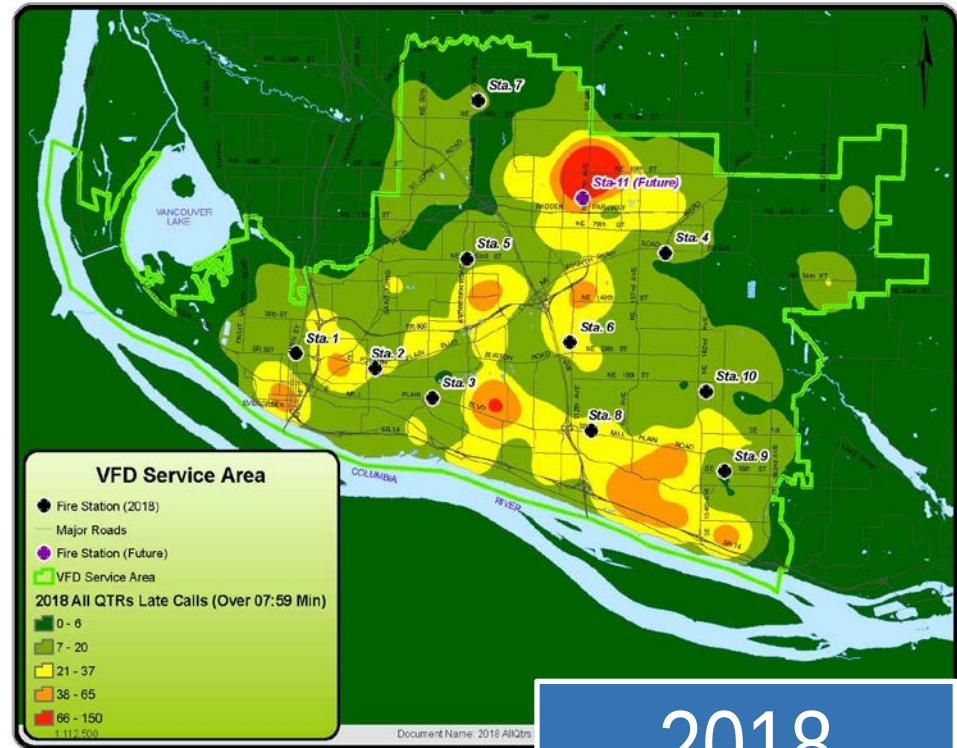
94% met standard 07:59

90th Fractal 07:13

Fire Station 1 & 2 Analysis



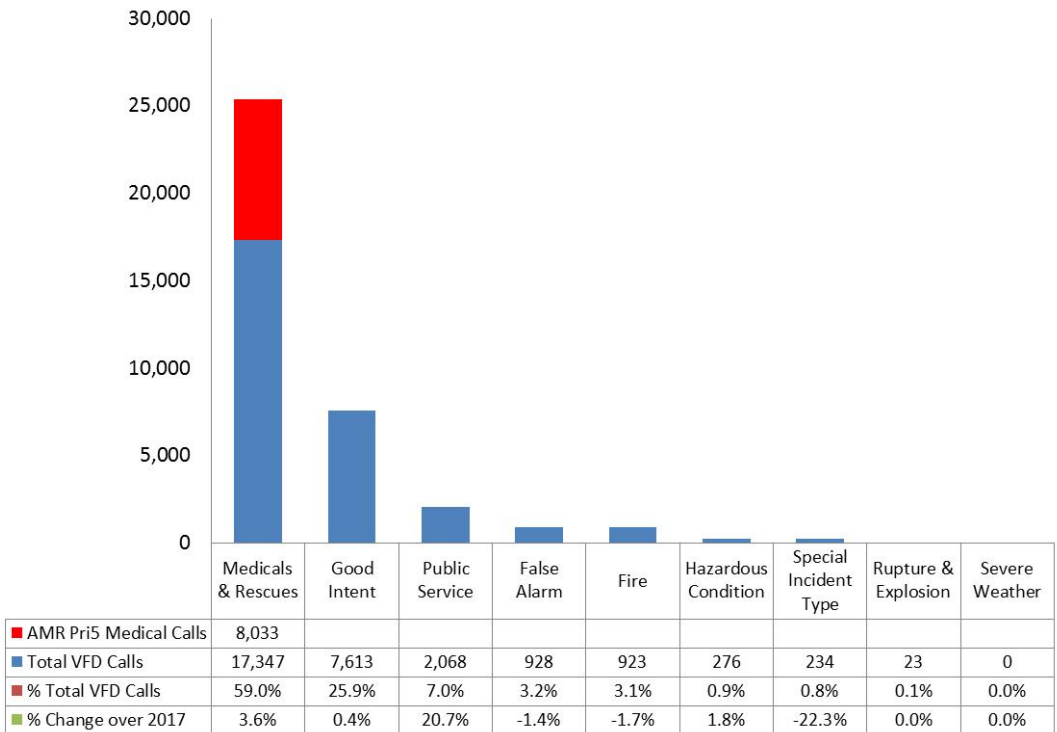
2017



2018

VFD Call Distribution by Event Type

Total Call Volume in Service Area and Annual Percent Change for 2018



Summary

- Travel time is primary contributor to response time
 - Continue to improve City arterial road system
- Calls for service continue to increase
- Station 1 & 2 are having the desired impact on late calls
- System Performance exceeded standard

Next Steps

Underway

- Operational Assessment – Response and Deployment Study Completed
 - Focus on Outcomes
 - New and Improved SOC Report
- Explore Next Phase Coordination with AMR
- Station 11

A Stronger Vancouver

- Sprinkler/Prevention Ordinance
- Alternative Response Vehicle – i.e. Rescues
- Replace and Relocate Station 3 & 6

Questions and Discussion

- Joe Molina, Fire Chief - Joe.Molina@cityofvancouver.us
- Chad Michael, Deputy Fire Chief – Chad.Michael@cityofvancouver.us



Staff Report 085-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/1/2019

SUBJECT 2019 Resurfacing Project Bid Award

Key Points

- The City maintains approximately 1,900 lane miles of streets in its system.
- The City's annual resurfacing and preventive maintenance contracts are the primary way that the streets get curb-to-curb work done on them.
- City maintenance crews do not have the capacity to do this amount of paving work during the paving season.

Strategic Plan Alignment

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

Present Situation

The 2019 Resurfacing Project is being constructed as part of the Pavement Management program. This project involves paving with hot mix asphalt on corridors and residential streets and installation of 56 speed cushions at various locations throughout the city. This year's pavement management program includes three separate resurfacing contracts. A total of 23 lane miles of street will be treated under those contracts. These contracts include the "SE 164th/162nd Ave NHS Resurfacing Project", which includes 9 lane miles of paving, the "E. Mill Plain Blvd. NHS Resurfacing Project", which includes 5 lane miles of paving and microsurfacing, and the "2019 Resurfacing Project", which includes 9 lanes miles of paving.

The attached vicinity map shows where streets will be paved. Corridors include NE 18th Street and Evergreen Highway. Neighborhoods that have some residential streets getting paved include Old Evergreen Highway, Ellsworth Springs, and Burton Ridge.

On June 18, 2019, the City received three bids for the subject project. The bids ranged from \$2.5

million to \$2.8 million dollars. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Granite Construction Company, Vancouver, WA	\$2,579,579.00
Clark & Sons Excavating, Inc. Battle Ground, WA	\$2,626,626.00
Lakeside Industries Inc., Vancouver, WA	\$2,791,460.29
<i>Engineers' Estimate</i>	<i>\$2,220,000.00</i>

The bids are about 14 to 27 percent higher than the engineer's estimate. This is mostly because of increases in asphalt and construction prices. However, if the streets are not paved they will deteriorate at a faster rate than if they were paved due to their current condition. It is staff's recommendation to award the contract so that street work is done this year to take advantage of the upcoming paving season during July and August.

There is a minimum apprenticeship goal of 4% of the utilized labor hours for this project. Granite Construction Company of Vancouver, Washington, has submitted an Apprenticeship Utilization Plan to meet or exceed this goal by using approximately 235 hours of apprentice time of the estimated total of 5,207 applicable labor hours for the project.

Advantage(s)

1. Will result in new pavement on approximately 9 lane miles on city streets on arterials and within neighborhoods protecting the City's investment in its street network.
2. Will reduce higher future maintenance costs on City streets.
3. Will follow through on commitments and improve neighborhood livability including installation of traffic calming devices in coordination with the NTSA, Multimodal and Accessibility, and Complete Streets programs.

Disadvantage(s)

1. Neighborhood residents, businesses and local traffic will be inconvenienced during the construction period along the corridors; however, the construction duration is short and lane closures will be limited, which will minimize the temporary inconvenience.
2. Construction will generate noise and dust in the work areas. To mitigate for noise, the contractor will be required to comply with a noise variance for night time work. The contractor will also be required to implement a dust control and erosion control strategy at all locations.

Budget Impact

The project is currently funded through the Pavement Management Program (\$2,404,579.00) and the NTSA, Multimodal Safety and Accessibility, and Complete Streets programs (\$175,000) for the traffic calming components. Sufficient funds are budgeted to construct the project.

Prior Council Review

None

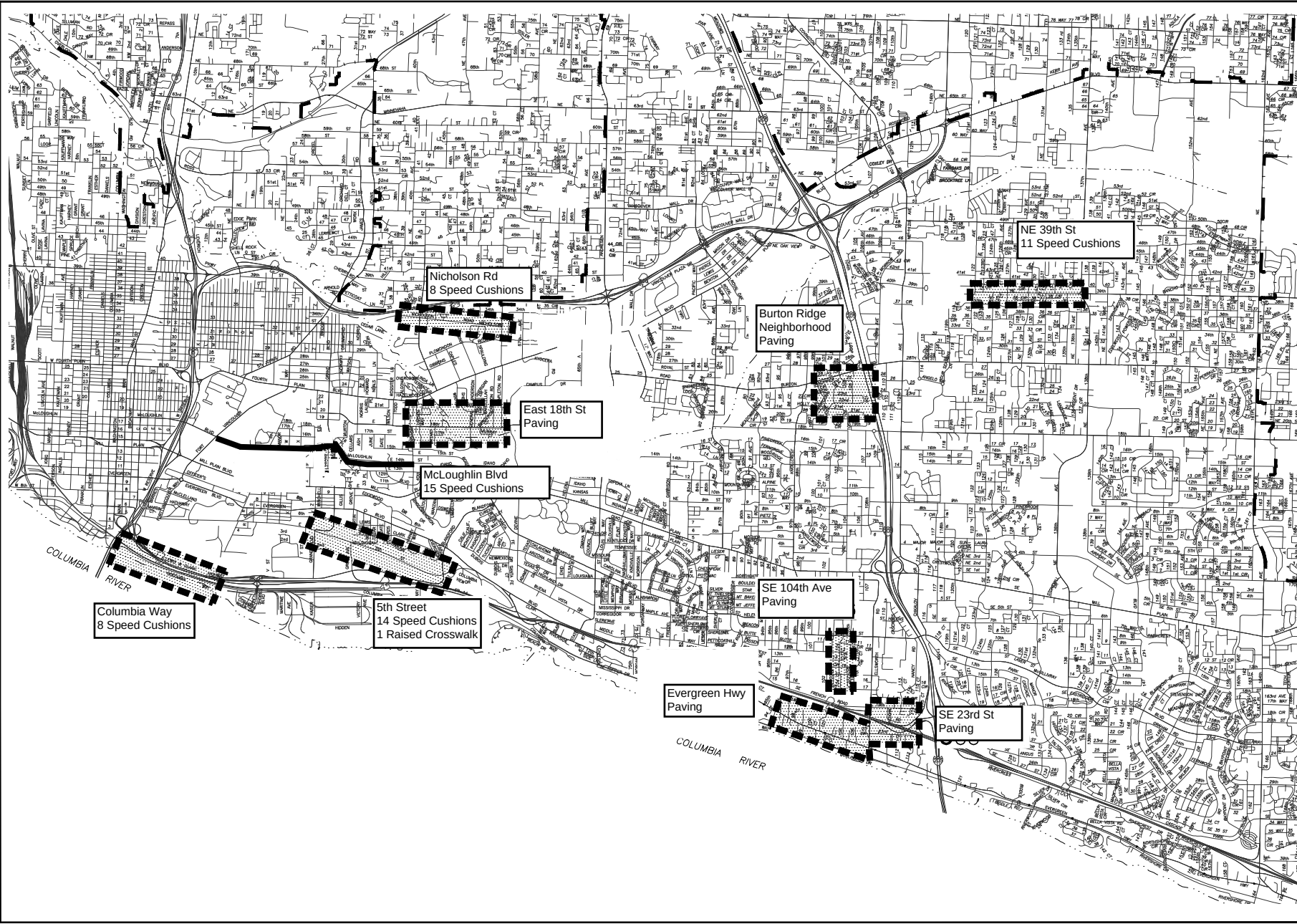
Action Requested

On July 1, 2019, award a construction contract for the 2019 Resurfacing Project to the lowest responsive and responsible bidder, Granite Construction Company, Vancouver, Washington, at their bid price of \$2,579,579.00, which includes Washington State sales tax, and authorize the City Manager or designee to execute the same.

Chris Sneider, Senior Civil Engineer, 487-8239; Ryan Miles, Operations Superintendent 487-7708

ATTACHMENTS:

- ▣ 2019 Resurfacing Project Map
- ▣ Contract



 CLARK COUNTY UTILITIES "It's the Law" CLARK COUNTY UTILITIES COORDINATING COUNCIL	
PUBLIC WORKS TRANSPORTATION P.O. BOX 1995 VANCOUVER, WA 98668-1995 FAX: 360-487-4781	
DATE: APRIL 2019 SCALE: HORIZONTAL: 1"=40' VERTICAL: 1"=10'	DESIGNED BY: CMM DRAWN BY: CAS CHECKED BY: MWA DATE: 11/14/18
2019 RESURFACING PROJECT	
PROJECT NUMBER: 072819 TASK NUMBER: 06.18.02 G03 SHEET 3 OF 32	
SHEET INDEX	

CITY OF VANCOUVER

CONTRACT # _____

ITB #19-19: 2019 RESURFACING PROJECT - REBID

THIS CONTRACT effective this ____ day of _____, 2019 is entered into by and between Granite Construction Company, 16821 SE McGilivray Blvd B-210, Vancouver, WA 98683, hereinafter referred to as the Contractor, and the City of Vancouver, a municipal corporation of the State of Washington, hereinafter referred to as the Owner.

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

This Contract provides for the improvement of streets within the City of Vancouver including pavement repair, planing of roadways, paving of existing roads, minor utility adjustments, striping, and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

The Contract work shall be substantially complete within 50 working days from the Notice to Proceed date.

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

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

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

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

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

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

\$2,579,579.00

Two Million Five Hundred Seventy Nine Thousand Five Hundred Seventy Nine Dollars 00/100

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

5. **Contractor's Insurance:** The Contractor agrees to procure insurance coverage as required by Section 1-07.18 of the Special Provisions.
6. **Contractor's Bond:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Contract Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price executed by itself as principal and by a surety company authorized to do business in the State of Washington as surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.
7. **Employment of Labor:** The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by law.
8. **Payment of Labor:** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the Bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is **June 18, 2019**.

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

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

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

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

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

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

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

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

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

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

in part for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for services performed in accordance with the manner of performance set forth in the Contract.

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

17. **Opportunity to Cure:** The Owner at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a “Notice to Cure” to Contractor setting forth the remedies sought by Owner and the deadline to accomplish the remedies. If the Contractor fails to remedy to the Owner’s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the Owner shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the Owner from also pursuing all available remedies against the Contractor and it’s sureties for said breach or default, including but not limited to termination of this Contract for convenience.
18. **Bid Documents & Contract:** The complete Contract includes these parts: this Contract, the terms of this Invitation to Bid and any addenda thereto, the Contractor’s complete Bid Form, the City of Vancouver Amendments to the 2018 WSDOT Standard Specifications, the Special Provisions and Plans are all incorporated herein and made a part of this Contract by this reference. These parts complement each other in describing a complete Work. Any requirement in one part binds as if stated in all parts.
19. **Order of Precedence:** Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):
 1. Amendments to the Contract,
 2. This Contract,
 3. Addenda to the Solicitation,
 4. The Solicitation,
 5. Contractor’s Bid,
 6. Special Provisions,
 7. Contract Plan Set,
 8. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
 9. City of Vancouver Standard Plans,
 10. WSDOT Amendments to the WSDOT Standard Specifications,
 11. WSDOT Standard Specifications,
 12. WSDOT Standard Plans.

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

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

Contractor:
Granite Construction Company
16821 McGillivray Blvd B-210
Vancouver, WA 98683

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:

Eric Holmes, City Manager

Signature:

DATE

By: Printed Name / Title

Attest:

Natasha Ramras, City Clerk

Approved as to form:

E. Bronson Potter, City Attorney

LABOR AND MATERIALS PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS:

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

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

ITB #19-19: 2019 RESURFACING PROJECT - REBID

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

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

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

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

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

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

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

SURETY

CONTRACTOR

By:_____

By*:_____

Title:_____

Title:_____

Street Address

Street Address

City, State ZIP

City, State ZIP

Phone Number

Phone Number

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

PERFORMANCE BOND

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

KNOW BY ALL MEN BY THESE PRESENTS:

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

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

ITB #19-19: 2019 RESURFACING PROJECT - REBID

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

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

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

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

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

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

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

SURETY

By:_____

Title:_____

Street Address

City State ZIP

Phone Number

CONTRACTOR

By*:_____

Title:_____

Street Address

City State ZIP

Phone Number

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

PREVAILING MINIMUM HOURLY WAGE RATES

The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>
Based on the Bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is **JUNE 18, 2019**.

A copy of the applicable prevailing wage rates will also be available for viewing at the office of the Owner, located at 415 W 6th St Street, Vancouver WA 98660. Upon request, the Owner will mail a hard copy of the applicable prevailing wages for this project. To request a copy of the applicable prevailing wage rates please call (360) 487-8430 or email procurement.services@cityofvancouver.us.



Staff Report 086-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/1/2019

SUBJECT Bid Award for Central Vancouver South - PH1 Sanitary Sewer Improvements

Key Points

- The project will install approximately 2,070 lineal feet of 8-inch gravity sewer mains providing 35 parcels with reliable sewer service.
- The City received 7 bids for the project.
- Staff proposes awarding a contract to the lowest, responsive bidder, Halme Excavating, Inc., of Battle Ground, WA, at the bid price of \$560,133.13.

Strategic Plan Alignment

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

Present Situation

The Central Vancouver South Ph1 project is proposed to be constructed under the Sewer Connection Incentive Program (SCIP). This project will provide reliable sewer service to 35 parcels by installing 2,070 linear feet of 8-inch gravity sewer mains in NE 102nd Ave, NE 14th St, NE 7th St, NE 100th Ave and St Helen's Ave.

On June 11, 2019, the City received 7 bids for the subject project. The bids ranged between \$560,000 and \$851,000. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Halme Excavating, Inc., Battle Ground, WA	\$560,133.13
NW Construction GC, Inc., Battle Ground, WA	\$567,840.62
Advanced Excavating Specialists, LLC, Longview, WA	\$609,940.10
Folden Construction, Inc., Vancouver, WA	\$713,070.57

Magna Construction Services, Inc., Vancouver, WA	\$749,031.92
Nutter Corporation, Vancouver, WA	\$792,855.22
Clark and Sons Excavating, Inc., Battle Ground, WA	\$850,469.61
<i>Engineer's Estimate</i>	<i>\$520,000.00</i>

Based on the amount of the bid, this project will have a required minimum apprenticeship utilization of 3%.

Advantage(s)

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

Disadvantage(s)

None

Budget Impact

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

Prior Council Review

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

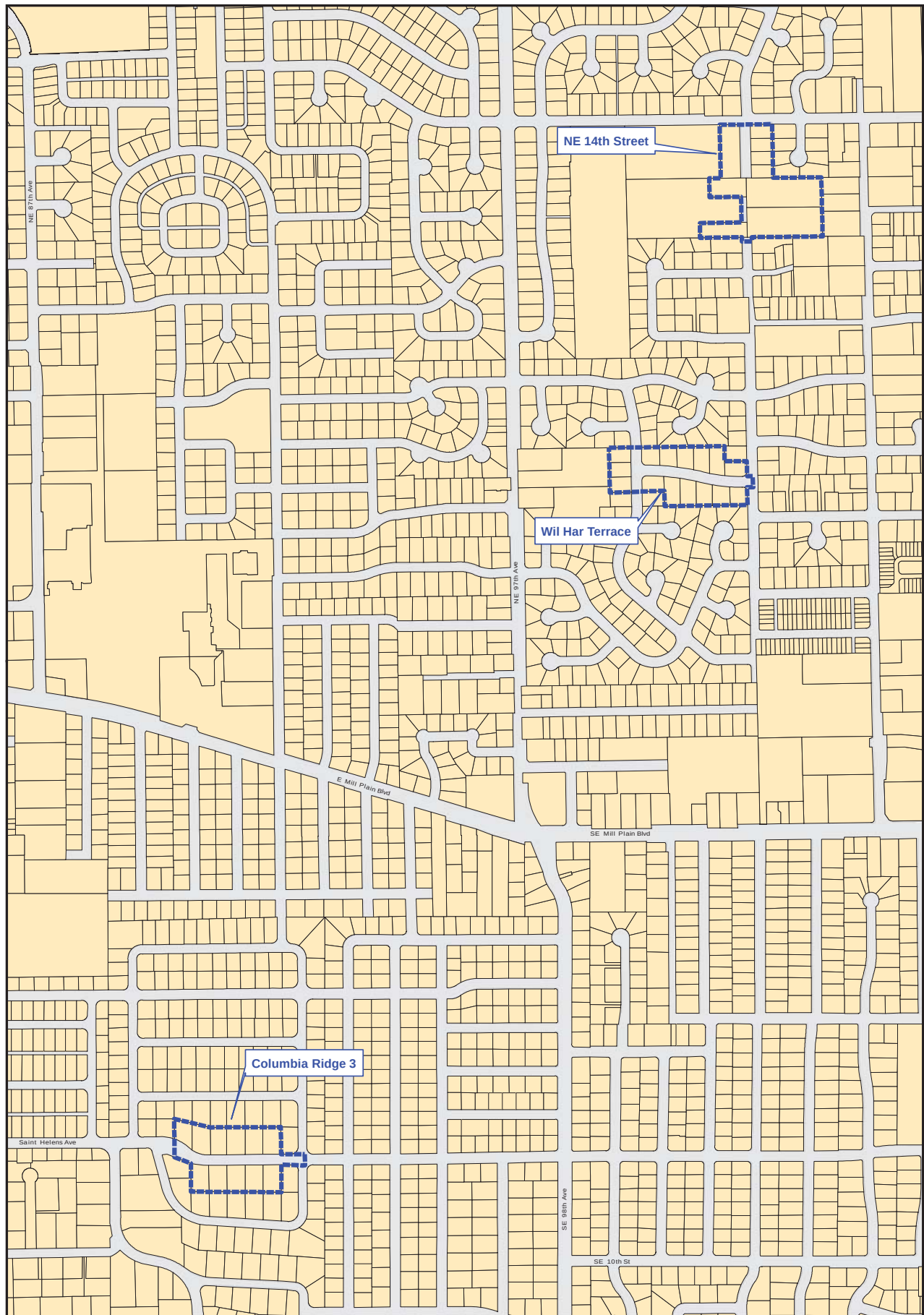
Action Requested

On July 1, 2019, award a construction contract for the Central Vancouver South PH1 Sanitary Sewer Improvement project to the lowest responsive and responsible bidder, Halme Excavating, Inc. of Battle Ground, WA at their bid price of \$560,133.13, which includes Washington State sales tax.

Sheryl Hale, Senior Engineering Supervisor, 487-7151

ATTACHMENTS:

- ▣ Project Boundary Map - Central Vancouver South PH 1
- ▣ Contract



CITY OF VANCOUVER

CONTRACT # _____

ITB #19-18: Central Vancouver South Phase 1 Sanitary Sewer Improvements

THIS CONTRACT effective this ____ day of _____, 2019 is entered into by and between Halme Excavating, Inc., 22514 NE 72nd Ave, Battle Ground, WA 98604, hereinafter referred to as the Contractor, and the City of Vancouver, a municipal corporation of the State of Washington, hereinafter referred to as the Owner.

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

The Contractor shall furnish and install approximately 1,942 linear feet of 8-inch PVC gravity sewer main and 130 linear feet of 8-inch C900 gravity sewer main. The sewer will be installed in NE 102nd Ave., NE 14th St., NE 7th St., NE 100th Ave., and St. Helens Ave., including all laterals, manholes, and all appurtenances as shown on the plans and specified herein.

The Contractor shall also install 2 ADA-compliant curb ramps and 208 LF of concrete curb, grind the existing pavement where shown on the plans, and restore the pavement as shown on the plans and specified herein.

The work under the contract shall be fully completed within **40** working days.

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

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

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

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

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

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

\$560,133.13

Five Hundred Sixty Thousand One Hundred Thirty Three Dollars 13/100

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

5. **Contractor's Insurance:** The Contractor agrees to procure insurance coverage as required by Section 1-07.18 of the Special Provisions.
6. **Contractor's Bond:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Contract Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price executed by itself as principal and by a surety company authorized to do business in the State of Washington as surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.
7. **Employment of Labor:** The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by law.
8. **Payment of Labor:** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the Bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is **June 11, 2019**.

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

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

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

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

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

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

10. **Indemnity:** Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in

connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Contract.

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

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

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

15. **Termination for Convenience:** The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.
16. **Termination for Cause:** In the event the Contractor is, or has been, in violation of the terms of this Contract, including the Invitation to Bid, the Owner reserves the right, upon written notice to the Contractor, to cancel, terminate, or suspend this contract in whole or in part for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for services performed in accordance with the manner of performance set forth in the Contract.

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

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

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

Owner:

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

Contractor:

Halme Excavating, Inc.
22514 NE 72nd Ave
Battle Ground, WA 98604

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Eric Holmes, City Manager

Signature:

DATE

By: Printed Name / Title

Attest:

Natasha Ramras, City Clerk

Approved as to form:

E. Bronson Potter, City Attorney

LABOR AND MATERIALS PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS:

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

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

ITB #19-18: Central Vancouver South Phase 1 Sanitary Sewer Improvements

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

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

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

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

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

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

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

SURETY

CONTRACTOR

By:_____

By*:_____

Title:_____

Title:_____

Street Address

Street Address

City, State ZIP

City, State ZIP

Phone Number

Phone Number

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

PERFORMANCE BOND

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

KNOW BY ALL MEN BY THESE PRESENTS:

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

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

ITB #19-18: Central Vancouver South Phase 1 Sanitary Sewer Improvements

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

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

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

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

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

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

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

SURETY

CONTRACTOR

By:_____

By*:_____

Title:_____

Title:_____

Street Address

Street Address

City State ZIP

City State ZIP

Phone Number

Phone Number

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



Staff Report 087-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/1/2019

SUBJECT Purchase of Versalift Insulated Aerial Trucks

Key Points

- The City initially contracted with Sourcewell (formerly NJPA) in 2018 through its contract (#120716-NAF) with National Auto Fleet Group (dba 72 Hour LLC) for the purchase of a Versalift Insulated Aerial Truck used by the City of Vancouver's traffic signal and street lighting teams.
- The City's procurement rules and regulations provide that public works purchasing contracts below \$300,000 for which there is budget appropriation may be executed administratively without City council approval.
- Because the cost of the original Versalift Insulated Aerial Truck was below \$300,000.00, the matter was not brought to City Council for approval. However, based on current needs, the City would like to engage Sourcewell for further vehicle purchases, which would bring the total dollar expended under this contract to over \$300,000.00. Accordingly, staff is bringing this matter to Council for approval of expenditure over \$300,000.00.
- This contract does not expire until 1/17/2021, with the option to renew for one additional year. All other terms and conditions of the underlying contract would remain the same.
- The original contract was competitively bid and conforms with bidding requirements set forth by the State of Washington.

Strategic Plan Alignment

N/A

Present Situation

The City uses Sourcewell contract #120716-NAF for purchases of insulated aerial trucks used by the traffic signal and street light teams.

Equipment Services would like authorization to continue to use the contract to purchase up to the Council-approved annual budgeted amount for vehicle purchases through the end of the contract, which is 1/17/2021, and into any extended period offered by Sourcewell.

The City has expended the approved levels authorized by Council in 2018 and would like permission to purchase additional vehicles using this contract up to the amounts approved by Council in City's budget process.

Advantage(s)

1. Currently, the City purchases vehicles through the Sourcewell contract that match the current City of Vancouver standard vehicle platform.
2. The vendor covered under this contract has continuously provided high quality; dependable vehicles that help maintain uniformity in the City fleet and the operational needs of the Street Department signal and lighting teams.
3. The approval for continued use of this contract will enable Equipment Services to order the required fleet replacement vehicles while taking advantage of the Sourcewell contract's competitive pricing.

Disadvantage(s)

None

Budget Impact

- Utilizes an existing contract through Sourcewell that is good through January 17, 2021.
- Actual expenditures under this contract are subject to current and future budget appropriations approved by City Council.
- The expenditures under this contract are anticipated to be \$180,000 in 2019 and \$180,000 in 2020. These expenditures are subject to current and any future budget appropriations approved by City Council.

Prior Council Review

None

Action Requested

Authorize the City Manager or his designee to approve purchases under Sourcewell contract #120716-NAF for the life of the contract with National Auto Fleet Group.

Dan Zenger, Equipment Services Superintendent, 487-8205

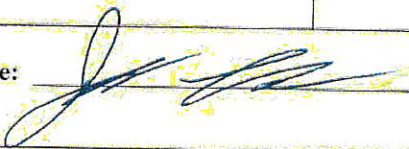
ATTACHMENTS:

- Sourcewell National Auto Fleet Contract

Form C**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**Company Name: 72 Hoot LLC, DBA National Auto Fleet Group

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
<u>N/A</u>		<u>None taken</u>	

Proposer's Signature: Date: 12-5-16**NJPA's clarification on exceptions listed above:**

Contract Award
RFP #120716

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

72 HOOT LLC, DBA

Company Name: National Auto Fleet Group Date: 12-5-16

Company Address: 490 AUTO CENTER DRIVE

City: WATSONVILLE State: CA Zip: 95076

Contact Person: JESSE COOPER Title: Fleet Manager

Authorized Signature: [Signature] JESSE COOPER
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 120716-NAF

Proposer's full legal name: 72 Hour LLC, dba National Auto Fleet Group

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be January 17, 2017 and will expire on January 17, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:


NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)


NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on January 16, 2017

NJPA Contract # 120716-NAF

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name 72 Hour LLC, National Auto Fleet Group

Authorized Signatory's Title Fleet Manager


VENDOR AUTHORIZED SIGNATURE

Jesse Cooley
(NAME PRINTED OR TYPED)

Executed on 1-16, 2017

NJPA Contract # 120716-NAF

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: 72 HOCT LLC, DBA National Auto Fleet Group

Address: 490 Auto Center Drive

City/State/Zip: Watsonville, CA 95076

Telephone Number: 855-289-6572

E-mail Address: JCooper@nationalautofleetgroup.com

Authorized Signature: [Signature]

Authorized Name (printed): Jesse Cooper

Title: Fleet Manager

Date: 12-2-16

Notarized

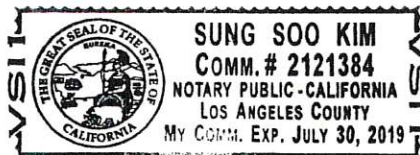
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Subscribed and sworn to before me this 2 day of December, 2016

Notary Public in and for the County of Los Angeles State of California

My commission expires: July 30, 2019

Signature: [Signature]





Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: National Auto Fleet Group _____

Questionnaire completed by: Jesse Cooper _____

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?

Net 30

- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Absolutely. We provide both municipal financing and municipal leasing available to all NJPA members in every state. We use National Cooperative Leasing, Diversified Leasing and NAFG Provided leasing options to all NJPA Members.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

There are two methods. One is the electronic ordering process, where the member logs into our website located at www.nationalautofleetgroup.com, builds their desired vehicle to their specifications, and then electronically sends us a purchase order. The vehicle is delivered directly to the user's specified end-user address, then we FedEx the customer all the appropriate documentations.

The other method, should the customer not be comfortable with internet or the use of our website, is where the member calls our toll-free number at 1-855-289-6572 and is greeted by one of our sales associates, who then creates a quotation based on the customer's needs and either emails, faxes, or physically mails it to the customer. The customer then sends us a purchase order. We then process the purchase order and deliver the vehicle to the customer's specified location.

We have reported directly to NJPA for the last 22 consecutive quarters.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Yes, we do accept the P-card procurement and payment process, and there is no additional cost for using it.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
- Do your warranties cover all products, parts, and labor?
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
 - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
 - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
 - What are your proposed exchange and return programs and policies?

The manufacturer's warranties are all written between the manufacturer and the NJPA member. Therefore, should a warranty repair be required, the member merely needs to take the vehicle to the closest manufacturer franchise (i.e. Ford, Toyota etc.) If the vehicle is not drivable, the customer can notify us through our toll-free number at 1-855-289-6572 and we will have it towed to the nearest facility. All this is done at no cost to the member. There are no conditions to qualify. Any new vehicle qualifies. The manufacturer's warranty does include labor and parts. Other than abuse, there are no restrictions or limitations that affect coverage. All warranty repairs are done in the manufacturer's facilities, thus there is no travel time for technicians. Warranty repairs are all performed in all 50 states, regardless of location. Any after-market accessories installed under our contract are covered by the written warranty for both parts and labor for the after-market installer, who provided them. There is no return policy. If a vehicle is no longer needed by the member, a 25% restocking charge can be imposed.

- 6) Describe any service contract options for the items included in your proposal.

We offer a multitude of service contracts and extended warranties, running all the way up to 250,000 miles. The cost, term, and coverage are determined by the mileage and term. Contact us directly for a quote.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

All of our pricing, by manufacturer, is listed in the attached books 1-18, outlined in our price summary along with our after market equipment categories.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Utilizing a Percentage Off MSRP / LIST method, NAFG can offer NJPA members discounts ranging from 25.86% down to 1% across the 15 manufacturers depending on model. Please

see Tab 2 as well as Attachment Book 2-18 for "Pricing." We detail the addition of All Factory Options and After Market Equipment.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

The percentage will vary on the very same product from state to state as the discount structure passed onto us by the manufacturers can vary from state to state. Therefore, we have included in the 18 attachment A's / Books the exact manufacturer's list price and our price side by side. This fixed pricing makes it easy to do price validations. In addition, all factory installed options can be added at factory invoice + 3% and all after-market accessories are offered at the up fitter's municipal pricing level which varies from 1-30% off of retail prices.

All of our pricing is based on 2017 year model. Any subsequent year model in the contract will be a maximum of 3% more + any required governmental, safety, emissions requirement as mandated by the federal or Canadian government.

- 10) The pricing offered in this proposal is

- ☐ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- ☐ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☐ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☒ d. other than what the Proposer typically offers (please describe).

Our bid price is the most competitive price on the marketplace. It is far lower than any individual or other cooperatives have available to them. We leverage our entire company-wide purchasing power to the benefit to the NJPA member. Last year alone, company-wide, we delivered over 34,000 vehicles, which is the driving force that allows us to obtain deep discounts from all original equipment manufacturers and deliver the savings to the NJPA member. We don't think any other vendor can do that.

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

They are all included in our bid price.

- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Included in our bid are the base prices for all vehicles. Factory options can be added at +10%. All sourced goods are offered at the up fitter's municipal pricing level which varies from 1-30% off of retail prices.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

There are no hidden or undisclosed costs in our proposal. All costs are legitimate and fully disclosed to the NJPA member.

- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

There is no additional cost. All shipping is included in the original quote to the member.

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Shipping to Alaska or Hawaii can be one of two ways. Either from the assembly point directly to the franchise dealer in Alaska or Hawaii, or if the NJPA member requires a lower 48 state specialized body installation, then freight is calculated from the Port of Long Beach, Port of Los Angeles, or the Port of Seattle, Washington. It is included in the original NJPA member quote.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

To us, these are not unique. We have been doing this for years, and we continue to do this every day. Our competitors do not have that advantage.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper invoice that the Vendor provides all sales under the Contract and the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

We have an in-house financial administrator who monitors that on a daily basis. In addition, we bring in twice a year, Polmaris and Associates (an independent certified public accountant from Sacramento, California) to review all payments and disbursements.

- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

- 1) 1% of the unit price is up to \$700.00 other than "related equipment" pass through items
- 2) Total amount in any 12-month period will not exceed \$4,500,000.00 in Administration Fees
- 3) NAFG reserves the right to waive all or in part the Admin Fee when faced with a large county of State competition and or faced with unusable circumstances.

Industry-Specific Questions

- 19) Identify any features in your response that are different from your standard vehicle offering or that are unique to your proposal.

Our proposal is unique primarily in the fact that we are the only ones that have the order to deliver online system available exclusively for your members. None of the other bids you are reviewing today can state that.

- 20) Demonstrate your processes to handle vehicles on order with NJPA members that are subject to a recall or that have open service campaigns.

Our staff keeps a running list of open recalls by manufacturer. We cross check it on a weekly basis to try and ensure that none of your members receive a vehicle with an open our outstanding recall or campaign.

- 21) Demonstrate your NJPA member communication processes from P.O. generation to the delivery of vehicle in order to meet member expectations.

After the PO is issued to NAFG we send our client an order confirmation with an estimated time of arrival for the purchase. We give members the option of how frequently they would like updates on their vehicles, as well as communicating any complications along the way. Our staff communicates through any form that customers feel comfortable with, whether it is faxes, calls, or emails. When the vehicle is ready to be delivered, we give the customers advance notice to ensure they are ready to receive the vehicle. All vehicle paperwork documents are sent out via UPS, and tracking numbers are provided to the client.

Signature: _____



Date: 12-6-16



Staff Report 088-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/1/2019

SUBJECT Granting of Access Easement

Key Points

- 2600 LLC is constructing a 290,000 square-foot warehouse / light industrial building on their property located at 2600 NW Lower River Road;
- Historic access to the 2600 LLC development property has been by way of a gravel maintenance road located on City-owned property on the east side of the site.
- 2600 LLC needs a permanent access easement across the City property to retain access to the maintenance road.
- 2600 LLC is proposing to improve the City-owned maintenance and access road with a 40-foot wide paved surface and vertical curb.
- In exchange for construction of the improvements and ongoing maintenance of the City-owned maintenance and access road, the City agrees to grant a permanent access easement to 2600 LLC for the purpose of providing primary access to the proposed warehouse / light industrial building. No additional compensation is recommended.

Strategic Plan Alignment

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

Present Situation

2600 LLC is proposing to construct a 290,000 square-foot warehouse / light industrial building on their property located at 2600 NW Lower River Road. This property was formerly used as a treatment pond for the former Rufener (Boise) landfill which was decommissioned in 2015. The property has since been remediated and fill placed to accommodate the proposed development.

Access to this property has historically (for at least the past 60 years) been taken from a City-owned gravel maintenance road located along the east side of the 2600 LLC property. This maintenance road is located on two properties owned by the City of Vancouver. In addition to

providing access to the development property, this access road provides access to the City's food waste pretreatment lagoon located north of the site, and Port of Vancouver property located east of the site. (See the attached aerial photo.)

The only public street frontage for the 2600 LLC property is along NW Lower River Road, which is classified as a principal arterial street and a State highway. Due to access restrictions onto State highways, continued access to the existing maintenance road is the only access that will be provided to the development property. In order to preserve permanent access to this maintenance road, it is necessary for 2600 LLC to obtain an access easement across the City-owned properties.

2600 LLC will improve the City-owned maintenance and access road with a 40-foot wide paved surface, vertical curb, and appropriate drainage facilities. In exchange for construction of these improvements and the commitment to provide ongoing maintenance of the access road, the City agrees to grant a permanent access easement to 2600 LLC for the purpose of providing primary access to the proposed warehouse / light industrial building. The value of the road improvements and maintenance commitment greatly exceeds the value of the proposed easement. The bare land value of the easement area is approximately \$150,000. The costs for the construction of the improvements exceeds \$600,000. Therefore, no additional compensation is recommended.

Advantage(s)

1. Allows full development of the property owned by 2600 LLC.
2. Provides access road improvements and a commitment to long-term maintenance.
3. The improvements also provide a benefit to the adjacent City and Port owned properties.

Disadvantage(s)

No known disadvantages.

Budget Impact

None

Prior Council Review

None

Action Requested

Authorize the City Manager or designee to grant a Permanent Access Easement to 2600 LLC as described in the Access Easement Agreement.

Ryan Lopossa, Streets and Transportation Manager, 487-7706; Eric Hahn, Senior Civil Engineer, 487-7702

ATTACHMENTS:

- ▣ Aerial Photo
- ▣ Access Easement Agreement
- ▣ Access Easement Agreement Exhibits

Aerial Photo Exhibit



After recording, return to:

CITY OF VANCOUVER

Document Title or Titles:

Access Easement Agreement

Reference Nos. of Documents Assigned or Released:

None

Name of Grantor:

City of Vancouver

Name of Grantees:

2600, LLC

Pages referencing additional names:

N/A

Abbreviated Legal Descriptions:

AND

_____.

Additional Legal Descriptions Found On:

Exhibits A through C

Assessor's Property Tax Parcel Numbers or Account Numbers: [To be provided]

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT ("**Easement Agreement**"), effective on _____, 2019, is entered into by and among the City of Vancouver, a Washington municipal corporation (the "**City**"), and 2600, LLC, a Washington limited liability company ("**2600 LLC**"). The City and 2600 LLC are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, the City owns three parcels of real property, designated as Clark County Auditor parcel numbers 151957004, 151966000, 151964000, which are located between NW Lower River Road and LaFrambois Road in Vancouver, Washington and legally described on Exhibit "A" attached hereto; and

WHEREAS, 2600 LLC owns the real property identified as parcels 151957002 and 151957000, which are legally described on Exhibit "B" attached hereto and located West of and adjacent to the City's parcels 151966000 and 151964000; and

WHEREAS, 2600 LLC and its employees, representatives, contractors, invitees, or others, wish to access its respective properties by using an access road located on a portion of City parcels 151966000 and 151964000, as represented by the area shown on the attached Exhibit "C" ("**Easement Area**"); and

WHEREAS, the City wishes to grant 2600 LLC an easement to use the Easement Area as long as the easement does not interfere with the City's interests in the property and 2600 LLC makes all necessary improvements and performs ongoing and appropriate maintenance at no cost to the City; and

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Grant of Easement.** The City hereby grants 2600 LLC, its successors and assigns (collectively referred to as "**2600 LLC**"), a non-exclusive perpetual easement, as depicted on Exhibit "C" and legally described on Exhibit "D" (the "**Easement**"), to enter upon the Easement Area for purposes of constructing the improvements required under Paragraph 3 of this Agreement, performing the maintenance required under Paragraph 4 of this Agreement, and using the Easement Area for vehicular and pedestrian access to and from its properties. 2600 LLC, its tenants, and their agents, employees, representatives, contractors, subcontractors and invitees (collectively, the "**Permitted Users**") shall have the nonexclusive right to enter upon the Easement Area for such purposes, and hereby acknowledge and agree that Permitted Users' use of the Easement must not interfere with access to, maintenance, repair, and/or operation of any public utility that is currently, or in the future will be, located in or around the Easement Area. Further, Permitted Users hereby acknowledge and agree that the City may in the future: (1) convert the Easement Area into a public right of way; and/or (2) install public

utilities in or around the Easement Area. The Easement shall commence on the date of execution and delivery of this Agreement by the Parties.

2. **Grant Reservation.** The City hereby expressly reserves and shall have the right to use and enjoy the property for itself, its successors, assigns, and permittees; the right at all times and for any purpose to go upon, cross, and to use the Easement Area in a manner consistent with the existing nature of the property. This reservation includes but is not limited to the right to designate the Easement Area as public right of way in the future and/or use the Easement Area for public utility purposes.

3. **Improvements.** 2600 LLC agree to construct at no cost to the City the following improvements in the Easement Area: Such improvements are generally described as follows: roadway subgrade preparation, installation of compacted crushed rock base, installation of asphalt paving, installation of curb. The extent and configuration of these improvements are shown on Exhibit E. Such improvements must be constructed before 2600 LLC uses the Easement Area for purposes of accessing its properties.

4. **Maintenance.** 2600 LLC agrees to maintain the Easement Area as to ensure unobstructed and safe vehicle access to all properties that abut the Easement Area. At all times during the term of this Easement Agreement, 2600 LLC shall maintain, and shall cause all Permitted Users to maintain, all equipment, vehicles and other materials used in the Easement Area such that they do not endanger the health, safety, or welfare of the City's employees, agents, invitees, lessees, or others present at the Easement Area. 2600 LLC shall not install or permit the installation by Permitted Users of any gate, fence or other structure in the Easement Area, unless the City first agrees to installation of such structure in writing. 2600 LLC agrees to keep the Easement Area free from obstructions that would prevent or obstruct travel, and specifically acknowledge that the Easement Area must be maintained at all times to ensure utility trucks and emergency and other vehicles can access the City's sewer lagoons that are located on parcel 151957004. 2600 LLC shall promptly repair, at its expense, any damage to the Easement Area caused during construction of improvements, maintenance, or use of the Easement, and such obligation extends beyond termination of this Agreement. 2600 LLC acknowledge that (i) 2600 LLC is solely responsible for the cost of the initial construction of the access drive to be constructed in the Easement Area, (ii) 2006 LLC shall bear the cost of maintaining, repairing and replacing the access drive in the Easement Area, and (iii) 2006 LLC is responsible for the performance of all non-monetary obligations under this Paragraph 4.

5. **Covenant Running With The Land.** This Easement Agreement shall be binding upon the successors, heirs, executors, administrators, personal representatives, or assigns of the Parties and upon all persons acquiring an interest thereunder, and shall be a covenant running with the title to the land herein described, including any lawful subdivision thereof, until terminated as provided herein. This Easement Agreement shall be appurtenant to the real property described on the attached exhibits. Any reference to a Party shall apply only so long as the Party owns the fee title to the real property described in the attached exhibits, and thereafter such reference shall be intended to apply to such Party's successor or assign. Any transferee shall automatically be deemed, by acceptance of title to such property, to have assumed all of the obligations set forth in this Easement Agreement relating to such property. The transferor, shall, when such transfer is consummated, be relieved of all liability that thereafter arises under this

Easement Agreement, but such transferor shall not thereby be relieved of liability that arose before such time and which remains unsatisfied.

6. **Compliance with Laws.** 2600 LLC and their respective Permitted Users shall utilize the Easement Area in compliance with all applicable federal, state, and local laws, ordinances, regulations, permits, standards and directives.

7. **Responsibility for Costs.** Subject to the terms of Paragraph 4, 2600 LLC shall be responsible for all costs associated with constructing improvements and maintaining the Easement Area as specified in this Agreement. The Parties agree that the City shall not be responsible for any such costs.

8. **Permits.** 2600 LLC shall be responsible at its own cost for obtaining any and all governmental permits and approvals which may be necessary for it to perform work or other activities under this Easement Agreement.

9. **Disposal of Materials.** 2600 LLC agrees at its own expense to arrange for the prompt and lawful transportation and disposal of all waste materials, samples and debris generated by 2006 LLC and its Permitted Users during their construction of the improvements or maintenance activities.

10. **Insurance.**

- a. During the term of this Easement Agreement, 2600 LLC shall obtain and maintain in force Commercial General Liability insurance with coverage at least as broad as ISO CGL form CG 0002 with minimum limits of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, general aggregate minimum limits of Two Million and 00/100 Dollars (\$2,000,000.00); and shall include coverage for sudden and accidental pollution liability, independent contractors, products completed operations, and contractual liability. If 2600 LLC's contractors perform operations such as excavation, core drilling, test well drilling, or soil sampling then the commercial general liability policy exclusion for the explosion, collapse and underground ("XCU") hazards shall be removed by endorsement from such contractors' policies and a copy shall be provided to the City.
- b. Prior to performance of the work under this Easement Agreement, 2600 LLC (or its respective contractors performing the work) shall furnish to the City a certificate of insurance naming the City as additional insured;
- c. 2600 LLC shall require its contractors and subcontractors to maintain insurance as described above.

11. **Indemnification and Hold Harmless.**

- a. 2600 LLC shall defend, indemnify and save harmless City and its officers, agents, representatives, employees and contractors from and against any and all Loss arising from or in any way related to (i) any claim, demand, suit or

action brought against City or any of its officers, agents, representatives, employees and contractors for bodily injury (including death), personal injury and for any damage to or loss of or destruction of property whatsoever suffered or alleged to have been suffered by any person, firm, corporation, or entity, by reason of the activities of 2600 LLC or its Permitted Users on the Easement Area under this Easement Agreement, or arising from 2600 LLC's exercise of the Easement or other right granted herein (including, but not limited to, the use of the property or the entry upon the Easement Area by 2600 LLC, its employees, agents, contractors, subcontractors, and consultants), except where such injuries, death or damages are caused by the sole negligence or willful misconduct of City, its agents, representatives, employees or contractors. Provided, however, that only to the extent that this Easement Agreement is subject to Section 4.24.115 of the Revised Code of Washington, it is agreed that where liability for damages arising out of bodily injury to persons or damage to property is caused by or results from the concurrent negligence of (a) the City or City's agents, representatives, employees or contractors, and (b) 2600 LLC or its agents, representatives, employees or contractors, 2600 LLC's obligations of indemnity under this Paragraph 11 shall be effective only to the extent of the negligence of 2600 LLC or 2600 LLC's agents, representatives, employees or contractors.

- b. Acknowledgement. THE PARTIES AGREE AND ACKNOWLEDGE THAT THIS PROVISION IS THE PRODUCT OF MUTUAL NEGOTIATION.

12. **No Relocation.** The Easement Area shall not be relocated, except by a written amendment to this Easement Agreement executed by each of the Parties.

13. **Notices.** Unless provided otherwise in this Easement Agreement, all notices and any other information required to be provided to a party under this Easement Agreement shall be made in writing and shall be delivered in person, by registered or certified mail, by overnight courier, by facsimile transmission, or by other similar means to the recipients addressed as set forth below.

If to 2600 LLC

Attn: Ken Leahy
915 S. 12th Avenue
P.O. Box 489
Cornelius, Oregon 97113

If to City of Vancouver

Attn: Ryan Lopossa, PE – Streets and Transportation Manager
City of Vancouver
P.O. Box 1995
Vancouver, WA 98668-1995

14. **Entire Agreement.** This Easement Agreement contains the entire understanding of the Parties regarding the subject matter of the Easement Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the Parties with respect to the subject matter of this Easement Agreement.

15. **Counterparts.** This Easement Agreement may be executed in one or more counterparts, each of which shall constitute an original but all together of which shall constitute but a single document. A fax transmission of a signature page will be considered as original signature page.

16. **Governing Law; Venue.** This Easement Agreement shall be governed by the laws of the State of Washington. The Parties agree that venue for any action brought by a party in connection with this Easement Agreement shall lie in the Washington State courts sitting in Clark County, Washington, and that such courts constitute a convenient forum.

17. **Interpretation.** This Easement Agreement has been reviewed by all relevant legal counsel prior to it being entered into by the Parties. It shall not be construed for or against any of the Parties.

18. **No Beneficiaries.** This Easement Agreement will be binding upon and inure only to the benefit of the Parties and their respective successors and assigns and nothing herein shall confer or is intended to confer upon any person, other than the Parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities.

19. **Severability.** If any term, covenant, condition or provision of this Easement Agreement is held to be invalid, void or unenforceable, the other terms of the Easement Agreement shall remain in full force and shall in no way be affected, impaired or invalidated.

20. **Waiver.** The waiver by one party of the performance of any covenant, term or condition under this Easement Agreement shall not invalidate this Easement Agreement nor shall it be considered a waiver by it of any other covenant, term or condition hereunder.

21. **Authority.** Each of the persons signing this Agreement represents and warrants that he or she has been duly authorized to sign this Agreement. Each of the undersigned Parties hereby warrants that it is authorized to execute this Easement Agreement and that this Easement Agreement shall remain in full force and shall in no way be affected, impaired, or invalidated.

[Signatures Appear on Next Page]

City of Vancouver

By: _____

Name: Eric Holmes

Title: City Manager

Date: _____

2600, LLC, a Washington limited liability
company

By: _____

Name: _____

Title: _____

Date: _____

ACCESS EASEMENT AGREEMENT

City of Vancouver and _____

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97289733.2 0022281-00011

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that ____ signed this instrument, on oath stated that ____ was authorized to execute this instrument and acknowledged it as the _____ of the City of Vancouver, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Print name)

Notary public in and for the State of Washington,
residing at _____

My appointment expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that ____ signed this instrument, on oath stated that ____ was authorized to execute this instrument and acknowledged it as the _____ of 2600, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Print name)

Notary public in and for the State of Washington,
residing at _____

My appointment expires: _____

EXHIBIT “A”

LEGAL DESCRIPTION OF CITY PROPERTY

EXHIBIT “B”

LEGAL DESCRIPTION OF 2600 LLC PROPERTY

EXHIBIT “C”

ACCESS EASEMENT

ACCESS EASEMENT AGREEMENT

City of Vancouver and _____

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EXHIBIT “D”

LEGAL DESCRIPTION OF ACCESS EASEMENT

EXHIBIT “E”

EASEMENT AREA IMPROVEMENTS



1815 NW 169th Place, Suite 2090
Beaverton, OR 97006
Telephone: 503-848-2127



Exhibit "A"

Legal Description of City Parcels

June 3, 2019
NWS Project Number 1322

Parcel I in the deed to the City of Vancouver recorded on January 25, 1999 as Auditor's File No. 3058394, Deed Records Clark County, located in the southwest one-quarter and the northwest one-quarter of Section 21, Township 2 North, Range 1 East, Willamette Meridian, City of Vancouver, Clark County, Washington, more particularly described as follows:

Beginning at the Northwest corner of Fruit Valley Homes as recorded in Volume "B" of plats, at Page 052, Records of Clark County, Washington; and running thence North 56°17' West along the south line of the LaFrambois Road 97.0 feet; Thence South 11°41' West 2649.6 feet to a point in the Lower River Road; Thence South 68°03' East, a distance of 91.5 feet; Thence North 11°41' East along the west line of said Fruit Valley Homes and said west line extended a distance of 2629.5 feet to the point of beginning.

Together with that property described in the deed to the City of Vancouver recorded on January 3, 1967 as Auditor's File No. G475919, Deed Records Clark County, and being located in the southwest one-quarter and the northwest one-quarter of Section 21, Township 2 North, Range 1 East, Willamette Meridian, City of Vancouver, Clark County, Washington, more particularly described as follows:

The easterly fifty (50.0) feet of that certain tract conveyed to Elmer Rufener, by a deed recorded under Auditor's File No. F 71737, records of Clark County, Washington.



1815 NW 169th Place, Suite 2090
Beaverton, OR 97006
Telephone: 503-848-2127

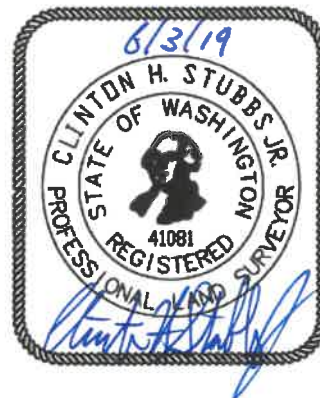


Exhibit "B"

Legal Description of the 2600, LLC Parcel

June 3, 2019

NWS Project Number 1322

A portion of that property described in deed to 2600, LLC recorded on August 9, 2013 as Auditor's File Number 5002769, Clark County Records, located the West half of Section 21, Township 2 North, Range 1 East of the Willamette Meridian, Clark County, Washington, being more particularly described as follows:

Commencing at the northeast corner of the George and Abigail Malick Donation Land Claim; Thence along the north line of said Malick Donation Land Claim and continuing along the north line of the Charles Proulx Donation Land Claim, North 54°32'49" West 1550.38 feet to a point on the northerly extension of the easterly line of that tract of land leased by the City of Vancouver, as described in document recorded under Auditor's File No. 7903080070, Deed Records Clark County, Washington; Thence along said northerly extension and along the easterly line of said City of Vancouver leased property, South 13°15'07" West 1584.64 feet to the southeast corner thereof, said point being marked by a 1/2 inch iron rod and being the most easterly northeast corner of said 2600, LLC property, and also being the Point of Beginning;

Thence North 76°44'50" West, along the south line of said City of Vancouver tract, 699.98 feet to the southwest corner thereof; Thence along the southerly extension of the west line of said City of Vancouver tract, South 13°15'11" West 697.78 feet to the north right-of-way line of Lower River Road (being 75.00 feet from centerline); Thence southeasterly along the arc of a 1835.00 foot radius curve, concave northerly, through a central angle of 28°18'05", an arc distance of 906.40 feet; Thence North 13°15'07" East, parallel with the west line of said City of Vancouver tract, 86.95 feet; Thence South 76°28'26" East 29.98 feet; Thence North 13°15'07" East 940.35 feet to the Point of Beginning.

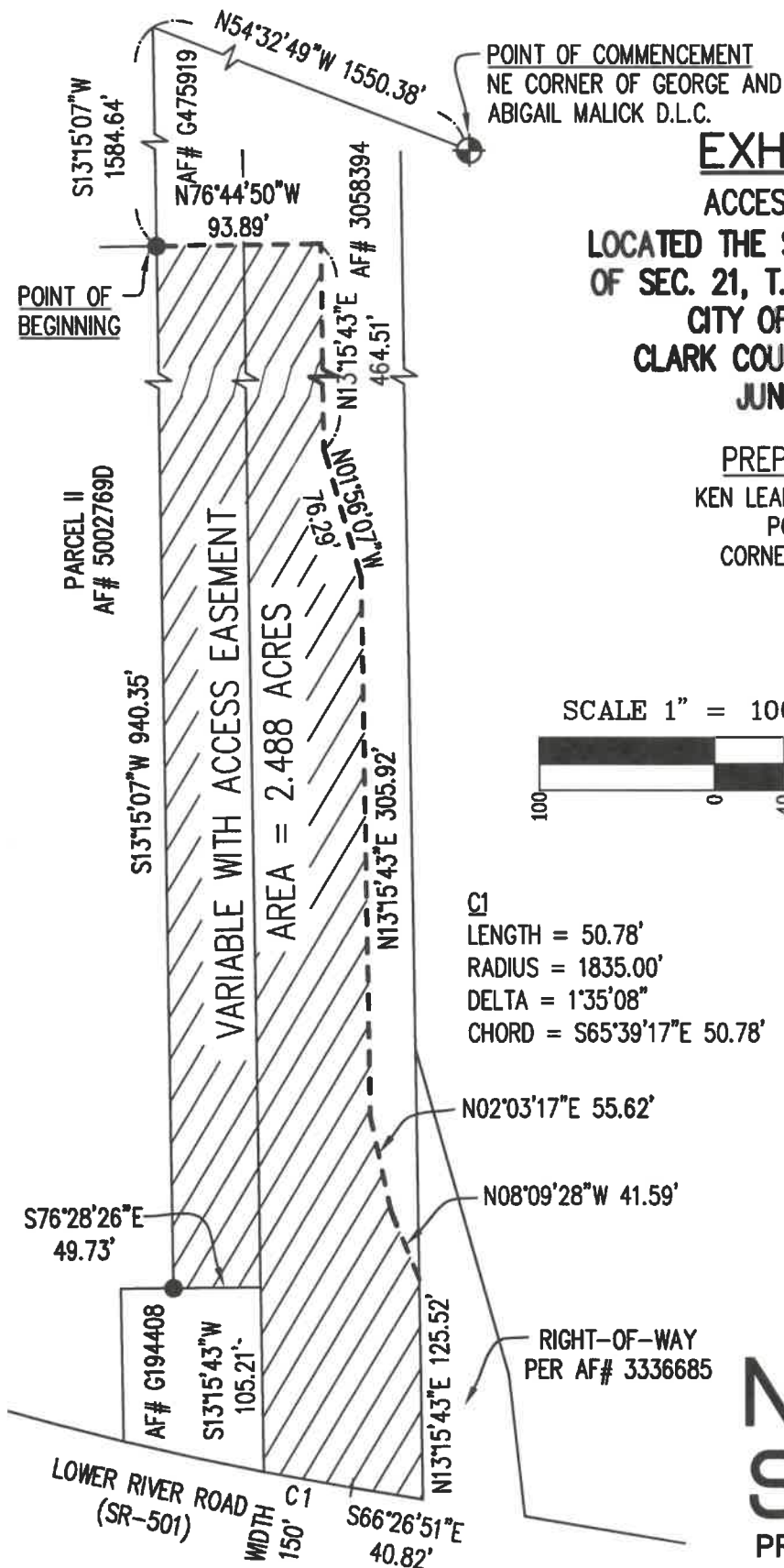
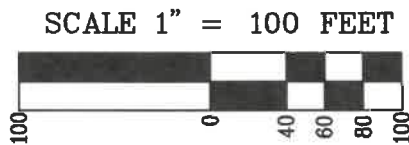
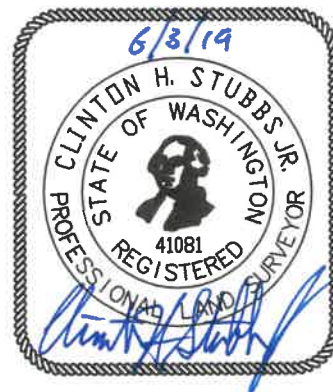


EXHIBIT "C" **ACCESS EASEMENT** **LOCATED THE SW 1/4 AND NW 1/4** **OF SEC. 21, T. 2 N., R. 1 E., W.M.,** **CITY OF VANCOUVER,** **CLARK COUNTY, WASHINGTON** **JUNE 3, 2019**

PREPARED FOR
KEN LEAHY CONSTRUCTION
PO BOX 489
CORNELIUS, OR 97113



C1
 LENGTH = 50.78'
 RADIUS = 1835.00'
 DELTA = 1°35'08"
 CHORD = S65°39'17\"E 50.78'



NORTHWEST
SURVEYING, Inc.
 PROJECT NO. 1322



1815 NW 169th Place, Suite 2090
Beaverton, OR 97006
Telephone: 503-848-2127



Exhibit "D"

Access Easement Description

June 3, 2019
NWS Project Number 1322
Page 1 of 2

A variable width easement for ingress and egress, located in that property described as Parcel I in the deed to the City of Vancouver recorded on January 25, 1999 as Auditor's File No. 3058394, Deed Records Clark County, and a portion of that property described in the deed to the City of Vancouver recorded on January 3, 1967 as Auditor's File No. G475919, Deed Records Clark County, and being located in the southwest one-quarter and the northwest one-quarter of Section 21, Township 2 North, Range 1 East, Willamette Meridian, City of Vancouver, Clark County, Washington, more particularly described as follows:

Commencing at the northeast corner of the George and Abigail Malick Donation Land Claim; Thence along the north line of said Malick Donation Land Claim and continuing along the north line of the Charles Proulx Donation Land Claim, North $54^{\circ}32'49''$ West 1550.38 feet to a point on the northerly extension of the easterly line of that tract of land leased by the City of Vancouver, as described in document recorded under Auditor's File No. 7903080070, Deed Records Clark County, Washington; Thence along said northerly extension and along the easterly line of said City of Vancouver leased property, South $13^{\circ}15'07''$ West 1584.64 feet to the southeast corner thereof, said point being marked by a 1/2 inch iron rod and being the most easterly northeast corner of that property described as Parcel II in a deed to 2600, LLC recorded on August 9, 2013 as Auditor's File No. 5002769D, and also being the Point of Beginning;

Thence along the easterly line of said Parcel II, South $13^{\circ}15'07''$ West 940.35 feet to a 1/2 inch iron rod located at the most easterly southeast corner of said Parcel II, said point being on the northerly line of that property described in a deed to Portland Gas & Coke Company recorded on May 7, 1956 as Auditor's File No. G194408, Deed Records Clark County, Washington; Thence along the northerly line of said Portland Gas & Coke Company property, South $76^{\circ}28'26''$ East 49.73 feet to the northeast corner thereof; Thence along the easterly line of said Portland Gas & Coke Company property, South $13^{\circ}15'43''$ West 105.21 feet to the northerly right-of-way line of Lower River Road (75.00 feet northerly from the centerline thereof, when measured at right angles); Thence along said northerly right-of-way line 50.78 feet along the arc of a non-tangent circular curve to the left, having a radius of 1835.00 feet, a delta angle of $1^{\circ}35'08''$,

Exhibit "D"

Access Easement Description

June 3, 2019

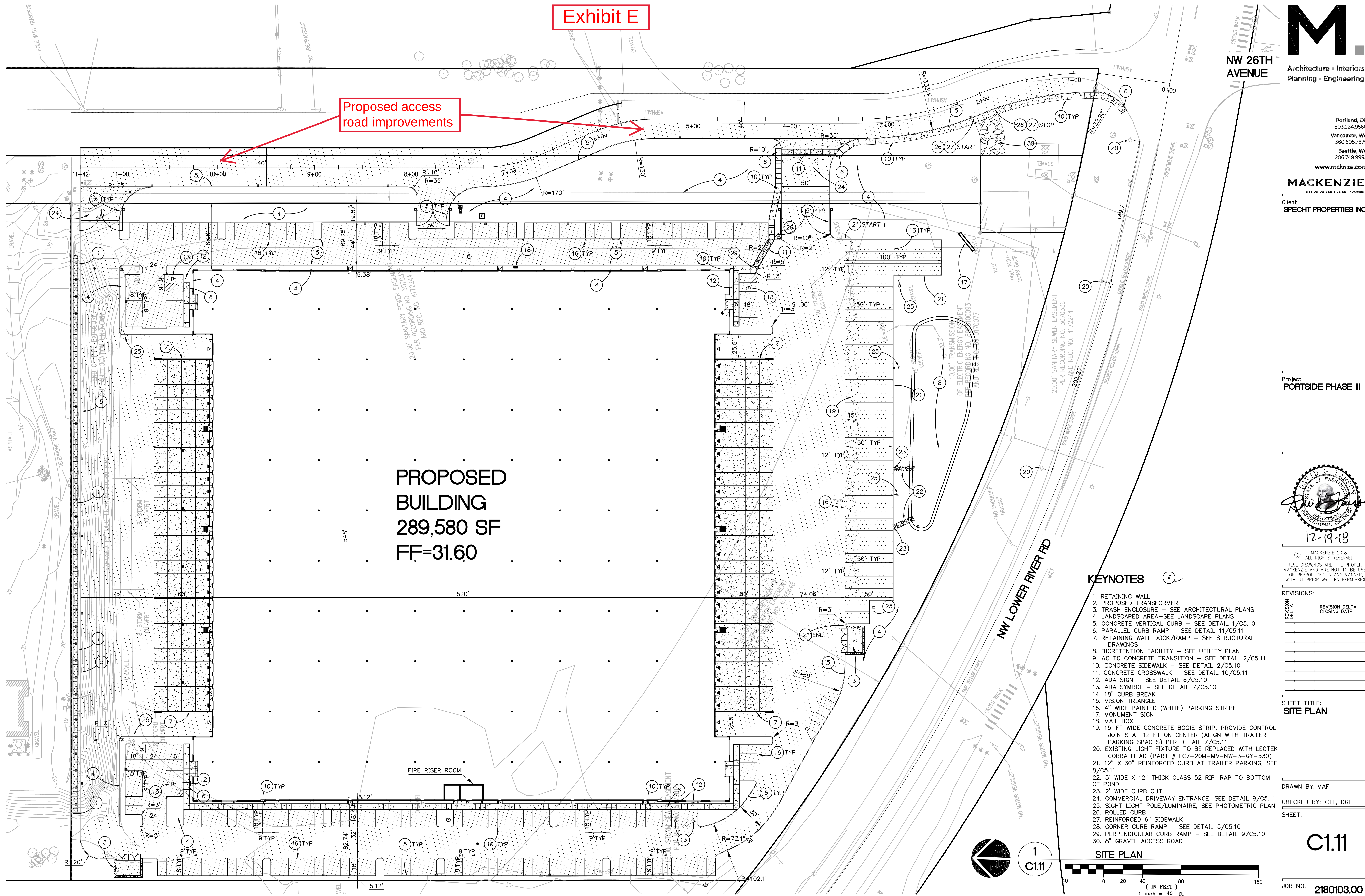
NWS Project Number 1322

Page 2 of 2

and a long chord of South 65°39'17" East 50.78 feet to a point of tangency thereon; Thence continuing along said northerly right-of-way line, South 66°26'51" East 40.82 feet to the southeast corner of said Parcel I; Thence along the easterly line of said Parcel I, North 13°15'43" East 125.52 feet; Thence departing the easterly line of said Parcel I, North 08°09'28" West 41.59 feet; Thence North 02°03'17" East 55.62 feet; Thence North 13°15'43" East 305.92 feet; Thence North 01°56'07" West 76.29 feet; Thence North 13°15'43" East 464.51 feet; Thence North 76 °44'50" West 93.89 feet to the Point of Beginning.

The above described easement contains 2.488 acres, more or less.

REVISION	DELTA	REVISION	DELTA	CLOSING DATE





Staff Report 089-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/1/2019

SUBJECT Approval of Disposition Method - Fire Station 2

Key Points

- Old Fire Station #2 has been vacant since February 2018.
- Disposition of this property will decrease the need for City resources pertaining to maintenance of the site.
- Disposition of this property through advertisement and negotiated sale will maximize financial return to the City's General Fund and allow the property to return to productive use.

Strategic Plan Alignment

Goal 8, Objective 8.2: Strengthen neighborhood business districts.

Present Situation

On March 16, 2015, Council approved a resolution declaring property located at 400 E. 37th Street (known as Old Fire Station #2) as surplus.

As required in ordinance M-3923, the method of disposition has to be approved by council. At the time of requesting approval for declaration of the property as surplus, the disposition method had not been addressed.

With the re-location of Fire Station #2, the property located at 400 E. 27th Street will no longer be put to any municipal use by the City of Vancouver. To further enhance the development of the Community Commercial zoning, a public process for disposition of this site would provide the largest return to the City of Vancouver. The method being recommended is to publicly advertise the property for sale and engage in negotiations with prospective purchasers. This method of disposition will best provide for the ability to maximize price while providing some flexibility in addressing the other terms of the sale. Any proposed disposition will be returned to Council at a subsequent hearing.

At a workshop held on August 6, 2018, staff recommended advertisement on the commercial market for Fair Market Value (FMV) and a negotiated sale as the method of disposition. At that time, the property was being considered together with Fire Station #1. The Council has since determined a desired path for the disposition of old Station #1, and old now Station #2 is ready for disposition.

Advantage(s)

Approving disposition of this property by advertisement on the commercial market for Fair Market Value (FMV) and a negotiated sale will maximize financial return to the city, reduce the costs of ongoing basic maintenance for the facility and allow return of the property to more productive use.

Disadvantage(s)

No disadvantages are foreseen.

Budget Impact

The proceeds from the sale of this property were anticipated as part of the overall funding and financing of the construction of replacement fire stations #1 and #2. The proceeds will be used to repay an interfund loan from the general fund to the facilities fund that provided "bridge" financing for the construction of the new fire stations.

Prior Council Review

- Declaration as Surplus Real Property - March 16, 2015
- Council workshop - August 6, 2018

Action Requested

On July 1, 2019, adopt a resolution approving disposition method of the real property located at 400 E. 37th Street (known as Old Fire Station #2).

Linda Carlson, Property Management Specialist, 487-8423

ATTACHMENTS:

- ▢ Resolution
- ▢ Exhibit A

07/01/2019

RESOLUTION NO. _____

A RESOLUTION of the City of Vancouver authorizing a disposition method for Fire Station No. 2.

WHEREAS, the real property on Exhibit A was declared to be surplus to the needs of the City on May 16, 2015 in Resolution No. M-3853; and

WHEREAS, Resolution No. M-3853 did not indicate the method of disposition for the property; and

WHEREAS, the city now wishes to move forward with disposing of the property by means of public advertisement and negotiated sale.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VANCOUVER:

The real property described in Exhibit A shall be disposed of by means of public advertisement on the commercial market for Fair Market Value (FMV) and negotiated sale as described in Staff Report No. _____.

ADOPTED at a Regular Meeting of the Vancouver City Council this _____, of _____, 2019.

Anne McEnery-Ogle, Mayor

Attest:

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

Approved as to form:

E. Bronson Potter, City Attorney

LEGAL DESCRIPTION

A parcel of land in the Northwest 1/4 of the Northeast 1/4 of Section 22, Township 2 North, Range 1 East of the Willamette Meridian, City of Vancouver, Clark County, Washington, more particularly described as follows;

TRACT A

Beginning at a point on the North line of East 37th Street 39.59 feet west of the southeast corner of fractional Lot 7 of Block 8 of North Coast Heights Addition to the City of Vancouver, as recorded in Book C of Plats, Page 80, Clark County records;

Thence running south 60.00 feet to the South line of East 37th Street;

Thence west along the extension of said South line to the East line of Main Street;

Thence northeast along said East line to the southwest corner of fractional Lot 5 of Block 7 of said North Coast Heights Addition;

Thence leaving said East line, east 75.00 feet along the South line of said fractional Lot 5;

Thence south 75.95 feet more or less to the North line of said East 37th Street;

Thence east along said North line, to the point of beginning;

Except the south 60.00 feet for E 37th Street, as defined in Ordinance-1544, (1936)

TRACT B

Beginning at a point on the South line of fractional Lot 5, Block 7 of North Coast Heights Addition to the City of Vancouver, as recorded in Book C of Plats, Page 80, Clark County records, 75.00 feet east of the Southwest corner of said fractional Lot 5, said point of beginning being also the northeast corner of a tract of land conveyed to the City of Vancouver by the Oregon-Washington Pythian Home (Superior Court for the State of Washington, Clark County Civil Case No. 15774);

Thence east along said South line 10.00 feet;

Thence south 75.95 feet more or less to the North line of East 37th Street;

Thence west along said North line a distance of 10.00 feet to the southeast corner of said tract;

Thence north 75.95 feet more or less to the point of beginning, as recorded in Book 282, Page 57, Clark County Deed Records.

TRACT C

Lot 5, Block 7, North Coast Heights Addition to the City of Vancouver, as recorded in Book C of Plats, Page 80, Clark County Records;

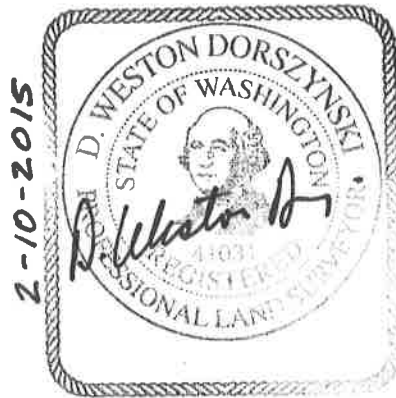
Together with the following described parcel:

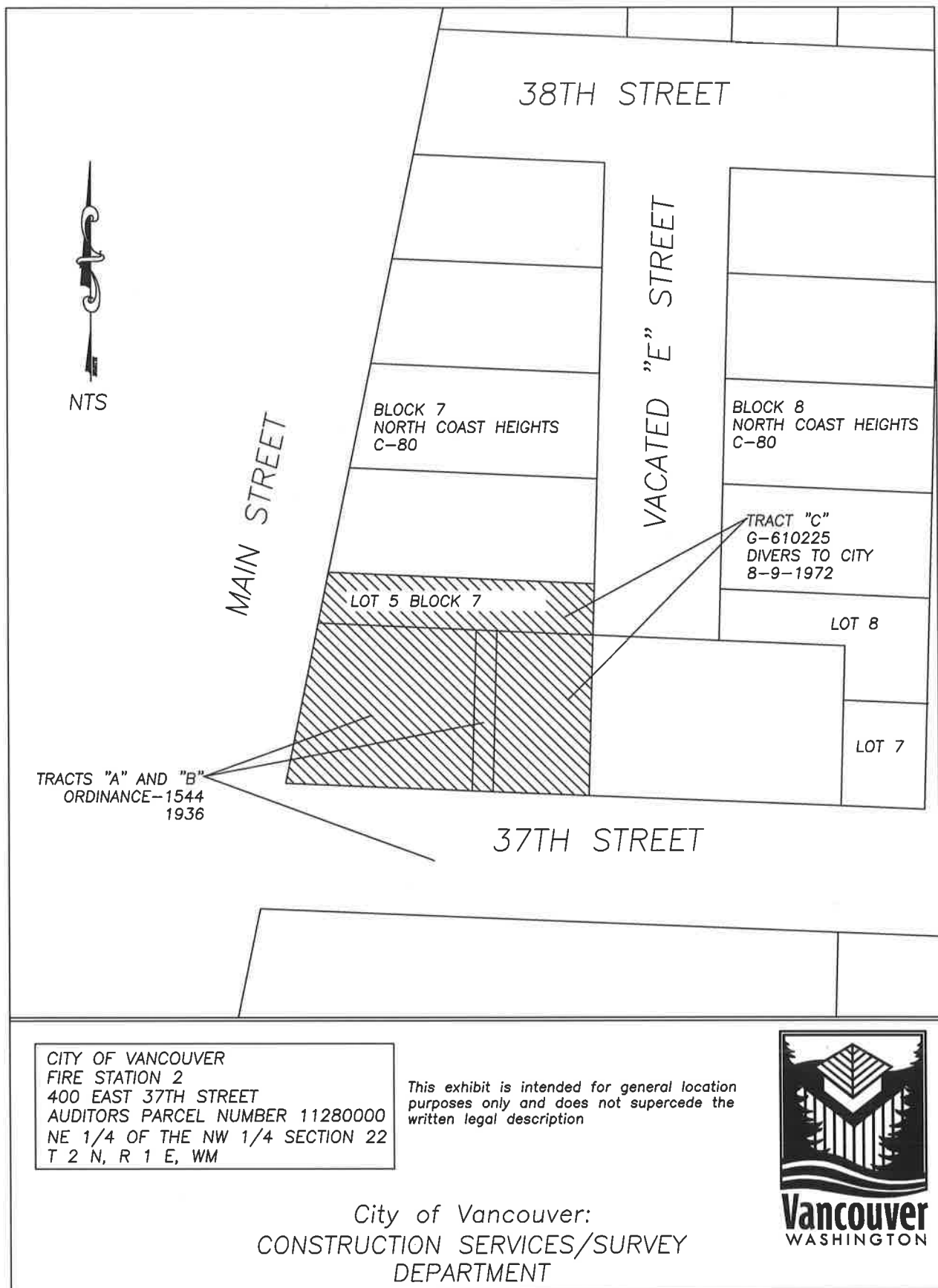
Beginning at the Southeast corner of the above described Lot 5 and running thence south a distance of 76.00 feet more or less, to the North line of 37th Street;

Thence west along said North line a distance of 45.39 feet more or less to the southeast corner of the existing Vancouver Fire Department property, Tract "B" as described above;

Thence north along said Vancouver Fire Department property 75.96 feet more or less to the South line of said Lot 5;

Thence east along said South line a distance of 45.39 feet more or less to the point of beginning, as described in Quit Claim Deed - Divers to City of Vancouver, G-610225, recorded 1972.







Staff Report 090-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/1/2019

SUBJECT Settlement of Tort Claim by Ray Glur

Key Points

- Ray Glur was seriously injured in an accident on August 28, 2018, due to a collision with VPD Corporal Jeremy Free.
- VPD's investigation found that Corporal Free proceeded against a red light without first clearing the intersection.
- The City Attorney's Office and Mr. Glur, through his attorney, have reached an amicable settlement to resolve all claims arising from the accident.

Strategic Plan Alignment

N/A

Present Situation

Ray Glur was seriously injured while riding a bicycle on August 28, 2018, when Vancouver Police Corporal Jeremy Free collided with him while responding to a call. VPD's investigation found that Corporal Free proceeded through the intersection of Evergreen and Grand against a red light without clearing it first, which caused the accident. Corporal Free was disciplined as a result of his actions.

Mr. Glur, an architect, sustained numerous injuries, including a collapsed lung, broken tibia, fractured scapula, and several broken ribs. His medical expenses exceed \$150,000, and he has lost close to \$40,000 in wages due to missed work. However, Mr. Glur has made a remarkable recovery and continues to recover every day.

The City Attorney's Office has worked closely with Mr. Glur and his attorney to negotiate a fair settlement as a result of the accident. The parties agreed, subject to Council approval, to a global settlement in the amount of \$775,000, which resolves all claims, including medical expenses, lost wages, property damage, and recoverable non-economic damages sustained by not only Mr. Glur but also his spouse, Barbara Anderson.

Advantage(s)

1. Fully resolves a claim of a serious injury without further litigation expenses or added exposure that could be found by a jury.
2. Enables the City to resolve this claim within the City's self-insured retention.

Disadvantage(s)

Negates possibility, albeit remote, a jury would award less damages to the plaintiff than the amount for which the claim is settled.

Budget Impact

Sufficient funding is available in the Risk Fund.

Prior Council Review

This claim has been discussed with Council in Executive Session.

Action Requested

Authorize the City Manager, City Attorney and/or their designee(s) to execute any and all documents to settle the claim of Ray Glur and BarbaraAnderson in the amount of \$775,000, inclusive.

Dan Lloyd, Assistant City Attorney, 487-8500



Staff Report 091-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/1/2019

SUBJECT Recognition of Green Meadows Neighborhood Association

Key Points

- The City annexed the area of Green Meadows Neighborhood Association in 2017.
- The residents of the neighborhood recently voted to re-active the neighborhood association within the City's Neighborhoods program.
- The neighborhood has met all requirements to become fully recognized by the City.
- Staff recommends formal recognition of the Green Meadows Neighborhood as the City's 68th official neighborhood association.

Strategic Plan Alignment

Goal 6, Objective 6.1: Support a strong, active neighborhood program that enhances livability and community connections.

Present Situation

The Green Meadows Neighborhood Association was initially formed in 1998, when the area was part of unincorporated Clark County. The City of Vancouver annexed the area as part of the Van Mall North Annexation in 2017. At the time of annexation the members of the Green Meadows Neighborhood Association were not ready to move forward with an active neighborhood association.

Residents of the Green Meadows Neighborhood met on May 9, 2019, and voted to re-activate the neighborhood association, using the previously adopted bylaws, and voted in officers. They will retain the name for the association as the Green Meadows Neighborhood Association, as well as the neighborhood boundaries. They have elected a president, vice president, secretary and treasurer. They have met all requirements to become formally recognized by City Council.

Advantage(s)

Through recognized neighborhood associations the City Council can:

1. Foster a partnership of open communication between the City and its residents;
2. Enhance the environment in which citizens are afforded an opportunity to participate in government decisions in an advisory role;
3. Foster cooperation and consensus among diverse interests;
4. Assist the City and neighborhood residents in developing solutions to mutual problems; and
5. Develop in the citizens a sense of personal pride and responsibility for their neighborhood.

Disadvantage(s)

None

Budget Impact

The City supports neighborhood associations in a variety of ways. It is anticipated that support for this neighborhood association will be included in the current budget appropriations.

Prior Council Review

None

Action Requested

Adopt a resolution formally recognizing the Green Meadows Neighborhood as the City's 68th official neighborhood association.

Judi Bailey, Office of Neighborhoods Coordinator, 487-8608

ATTACHMENTS:

- ▣ Resolution
- ▣ Bylaws
- ▣ Map

07/01/2019

RESOLUTION NO. M-_____

A RESOLUTION recognizing the Green Meadows Neighborhood Association by City Council and providing that City Council intends to consult with the neighborhood association and to consider recommendations of the Green Meadows Neighborhood Association on any matter found to affect the livability of the Green Meadows neighborhood.

WHEREAS, consistent with Vancouver Municipal Code, Chapter 2.75, an active neighborhood association has been formed by the residents, property owners, and representatives of businesses and non-profit organizations of the Green Meadows neighborhood, bounded by NE 78th Street on the north; Interstate 205 on the east; NE 63rd Street on the south; and NE Andresen Road on the west. Such group has now formally organized to enhance the welfare and overall livability of this neighborhood and its members have stated an intent and desire to work with city government on such issues.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. That City Council hereby formally recognizes the Green Meadows Neighborhood Association as a community group especially interested in the enhancement of the quality of life of the Green Meadows Neighborhood, and City Council hereby states its intent to consult with the neighborhood association and to consider recommendations of such association on any matter found to affect the livability of such neighborhood. Such matters shall include, but not be limited to, land use and zoning, housing, community facilities, human services, social and recreational programs, open space and parks, traffic and transportation, environmental quality,

RESOLUTION - 1

and public safety. City staff shall inform the association of issues and forthcoming decisions which seem to especially affect such neighborhood and shall be available to assist Council and the association in communicating with one another on such issues.

Section 2. Council hereby expresses its appreciation to the residents who have formed and organized the association.

ADOPTED at the regular session of the Council of the City of Vancouver, this 1st day of July, 2019.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

E. Bronson Potter, City Attorney

RESOLUTION - 2

BYLAWS FOR GREEN MEADOWS NEIGHBORHOOD ASSOCIATION

I. NAME

The name of this association shall be called the Green Meadows Neighborhood Association.

II. OBJECT

The Green Meadows Neighborhood Association is established by the residents in order to unite the common interests and promote the welfare of the neighborhood and its residents. The Neighborhood Association shall concern itself with a variety of problems including, but not limited to, the matters affecting livability and quality of the neighborhood and the community in general.

III. BOUNDARIES

North: 78 Street
East: 205
South: 63 Street
West: NE Andresen



IV. MEMBERSHIP

The membership of the Green Meadows Neighborhood Association is open to all residents, home owners, managers of multiple-family dwellings and non-profit organizations within the boundaries of this neighborhood.

V. OFFICERS

The officers of the Green Meadows Neighborhood Association shall be a president, vice president and secretary. The above officers shall preside over all meetings, planning sessions and activities of the Neighborhood Association. The secretary shall act as treasurer if a treasurer is needed.

VI. MEETINGS

The board of the Neighborhood Association must meet not less than once every two months to discuss neighborhood business. All decisions made by the board must be confirmed by a meeting of the general membership. All decisions must be reached by majority vote of the membership attending the general meeting.

VII. EXECUTIVE BOARD

Members of the Executive Board will include the officers and committee chairpersons. All officers must reside within the boundaries of the neighborhood.

VIII. COMMITTEES

Special committees to handle specific concerns may be appointed by the president as necessary.

IX. VOTING

Each residence shall be entitled to two (2) votes but must have attended a general meeting within the previous six (6) calendar months prior to the current meeting. The only exception to this, is the initial formation of the association in which the election will be held at the first general meeting and bylaws are amendable at that time.

X. ELECTION OF OFFICERS

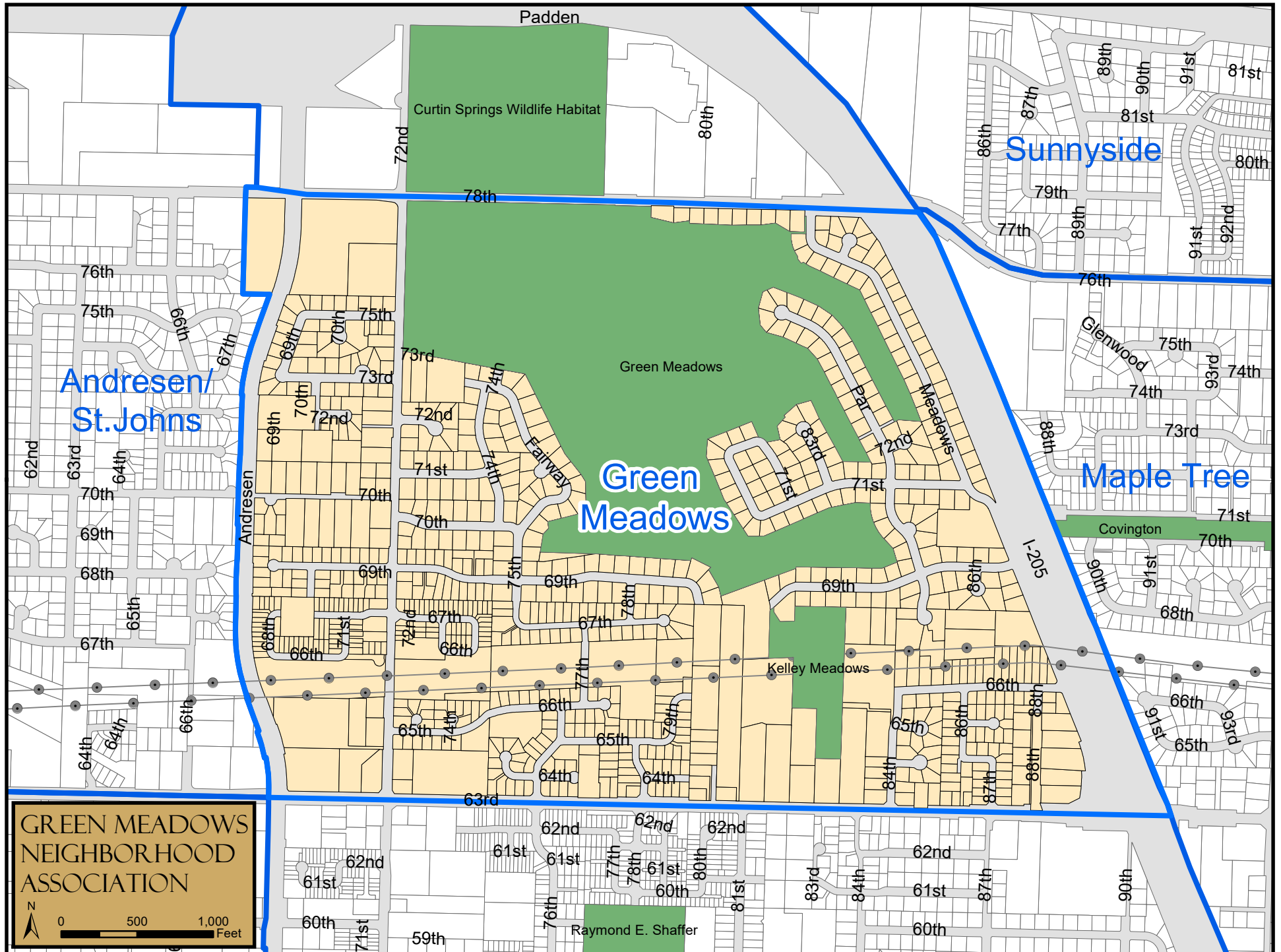
Officers shall be elected annually. Officers are limited to two terms consecutively. Elections to refill vacant positions shall occur whenever such vacancies occur.

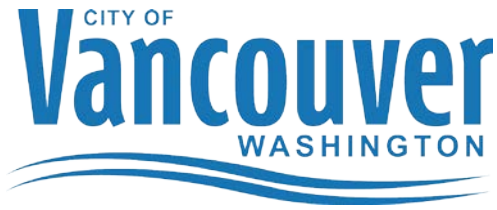
XI. AMENDMENTS TO THE BYLAWS

These bylaws may be amended at any general meeting by a two-thirds (2/3) vote of the attending membership.

XII. FUNDING

Membership fees shall not bar any resident from membership or voting. Voluntary contributions, contracts, grants, subscriptions or fund-raising activities may be used by the Neighborhood Association.





MEMORANDUM

DATE: Monday, July 1, 2019

TO: Mayor and City Councilmembers

FROM: Council Committee II (Turlay, Stober and Lebowsky)

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

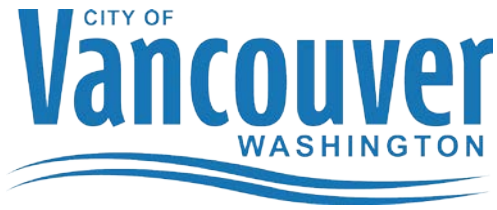
RE: Recommendations for Mid-Term Appointment and Reappointment's to the Parking Advisory Committee

The Parking Advisory Committee advises City Council on policy issues related to all city-owned on-street and off-street parking facilities, and makes recommendations on facilities and parking regulations.

Committee II recently interviewed six applicants for one mid-term opening and two full-term openings on the Parking Advisory Committee. Committee II recommends the reappointments of Stephanie Lynn and Stephanie Rice with terms beginning immediately and expiring July 1, 2023. Dean Irvin is being recommended for a mid-term appointment, term beginning immediately and expiring January 1, 2022.

If there are no objections, I would like to make these appointments at the **Monday, July 1, 2019** Council meeting.

Attachments:
Applications
Current Roster
Memos



MEMORANDUM

DATE: Monday, July 1, 2019

TO: Mayor and City Councilmembers

FROM: Council Committee I (Hansen and Glover)

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

RE: Recommendations for Reappointment's to the Parks and Recreation Advisory Commission
--

The Vancouver Parks and Recreation Advisory Commission (PRAC) advises staff and City Council on parks and recreation-related needs, plans, programs, open space and facilities.

Committee I recently interviewed five applicants for two full-term openings on the Parks and Recreation Advisory Commission (PRAC) and recommends the reappointments of Laura Parlette and Holly Williams with terms beginning July 31, 2019 and expiring July 31, 2022.

If there are no objections, I would like to make these reappointments at the **Monday, July 1, 2019** Council meeting.

Attachments:
Applications
Current Roster
Memos

May 15, 2019

City of Vancouver
City Council Committee
PO Box 1995
Vancouver, WA 98668

Re: Letter of Continued Interest – Parks and Recreation Advisory Commission

Dear Council Committee,

It has been my honor to serve on the Parks and Recreation Advisory Commission since the summer of 2014. Please accept this letter of continued interest as my formal application for reappointment.

I am the current PRAC chair as elected by my fellow commissioners. I am actively involved in developing the new Parks Naming Policy and have helped connect the department with diverse community leaders. I have represented Parks on the Executive Sponsors Council and pledge to continue working to advocate for Parks and secure funding as laid out in the Stronger Vancouver effort. I am also committed to continuing to help where I can to communicate the need and justification to increase Park Impact Fees.

When time permits, I try to roll up my sleeves as well – participating in Arnada Adopt a Park clean up days, picking up trash on the Burnt Bridge Creek Trail, helping at the Waterfront Park opening, volunteering at the Father/Daughter Valentine's Day Dance, etc. I have represented the City at countywide Parks events and the Lewis and Clark Trail design.

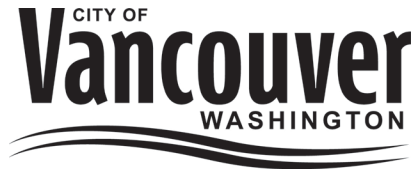
We have a dedicated, expert Parks staff and a solid Parks and Recreation Advisory Commission. I look forward to participating in their future success and making our parks the best they can be.

Once again, it has been my honor to serve on the Parks and Recreation Advisory Commission. I hope that you will grant my request for reappointment and thank you in advance for your consideration.

Sincerely,

A handwritten signature in black ink, reading "Holly J. Williams". The signature is written in a cursive, flowing style.

Holly J. Williams



Vancouver Parks and Recreation • P.O. Box 1995 • Vancouver, WA 98668-1995
www.vanparksrec.org

M E M O R A N D U M

DATE: 5/17/2019

TO: Councilmember Glover
Councilmember Hansen
Councilmember Paulsen

FROM: Julie G. Hannon, Parks and Recreation Director

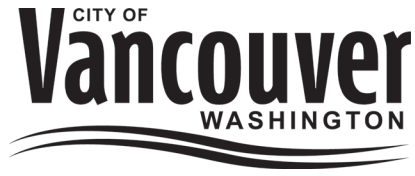
Cc: Eric J. Holmes, City Manager

RE: Holly Williams, Chair - Parks and Recreation Advisory Commission (PRAC)
Candidate Requesting Reappointment

I would like to request the Councilmembers to strongly consider Holly William's letter of intention to continue as Chair of the Parks and Recreation Advisory Commission. Holly was elected Chair by her fellow commissioners in February of 2018 and has proved to be a successful leader ever since. Holly has completed two, three year terms with the commission making her our second most senior and experienced volunteer. Her familiarity with our department's past and current trends alongside her involvement on various boards throughout the community make her an invaluable member of PRAC. Holly is dedicated to our parks system through the Adopt-A-Park program at Arnada Park and Burnt Bridge Creek Trail. She volunteers at our Father Daughter Dance and consistently makes herself available to engage with community members outside of required PRAC meeting times.

Most recently, Holly served on the Executive Sponsors Council for A Stronger Vancouver (ASV) funding effort. Her insider knowledge of ASV has been vastly important in educating our commissioners on the Parks and Recreation portion of the package ensuring we move forward as a confident and collective group. She is also well versed in the future use and implementation of Parks Impact Fees (PIF), our Comp Plan and park inventory levels of service. At her request to better serve our community, Parks and Recreation staff looked into reopening Marshall Community Center on Sundays which has turned into a successful upgrade to our facility offerings.

Thanks in advance for your consideration to reappoint Holly as our Chair so she can continue leading our commission for one last term.



Vancouver Parks and Recreation • P.O. Box 1995 • Vancouver, WA 98668-1995
www.vanparksrec.org

M E M O R A N D U M

DATE: 5/17/2019

TO: Councilmember Glover
Councilmember Hansen
Councilmember Paulsen

FROM: Julie G. Hannon, Parks and Recreation Director

Cc: Eric J. Holmes, City Manager

RE: Laura Parlette - Parks and Recreation Advisory Commission (PRAC)
Candidate Requesting Reappointment

I would like to request the Councilmembers to strongly consider Laura Parlette's letter of intention to continue as a Parks and Recreation Advisory Commissioner. Laura is a long time resident of Vancouver and has been an active customer in our recreation programs. She is very familiar with our department and brings a wealth of knowledge pertaining to strategic planning and community partnerships based on her current role as Director of IT for St. Joseph Catholic Church and School. Her first year on the commission was to fill a mid-term appointment and I strongly recommend reappointing Laura into a full PRAC term for three years.

Many of the issues currently facing the Parks and Recreation Department and Advisory Commission are complex including: looking at the future use and implementation of Parks Impact Fees, the need to understand our Comp Plan and park inventory levels of service and as well as how to move forward and engage the community in the Stronger Vancouver Initiative. Laura has invested an entire years' worth of PRAC meetings to research and become deeply familiar with the issues above which is extremely beneficial as we move our department forward.

Thanks in advance for your consideration of this matter.

Laura Parlette
1019 NE 84th AVE
Vancouver, WA 98664

May 14, 2019

City of Vancouver
City Council Committee
PO Box 1995
Vancouver, WA 98668

Re: Letter of Continued Interest – Parks & Recreation Advisory Commission
--

Dear Council Committee,

It has been my honor to serve the Parks & Recreation Advisory Commission for the past year. Please accept this letter of continued interest as my formal application for reappointment.

I believe that my participation on the Parks & Recreation Advisory Commission has been a benefit to the commission and myself by providing a platform for involved city residents to interface and engage in projects, issues and needs related to Parks & Recreation oversight and operation.

I am proud of what this group has accomplished throughout my term of service, and look forward to future opportunities such as the acquisition and development of new parks, associated impact of the Heights Improvement Project and the Stronger Vancouver Initiative.

Once again, it has been my honor to serve the Parks & Recreation Advisory Commission. I hope that you will grant my request for reappointment.

Thank you in advance for your consideration.

Sincerely,

A handwritten signature in black ink, consisting of a stylized 'L' and 'P' followed by a horizontal line.

Laura Parlette

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:

\$ **1,549,535.67** this 1st day of July 2019.

MAYOR

COUNCILMEMBER



AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
June 18 - June 24	Accounts Payable Checks (see attached)	\$ 1,482,761.05
June 18 - June 24	Hansen City Payments (see attached)	\$ 57,167.22
June 18 - June 24	Visa Refunds (see attached)	\$ 9,607.40
June 18 - June 24	Payroll Checks (see attached)	\$ -
TOTAL		\$ 1,549,535.67

INVOICE PAYMENTS REPORT

<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Description from: Spend Category / Supplier Invoice Memo</u>
Manual Wire		6/24/2019	\$ 105,995.12	Blue Cross Blue Shield of Oregon	SC0369 Services - Self-Insured Claims 542000
Manual Wire		6/24/2019	\$ 16,845.00	Washington Dental Service	SC0369 Services - Self-Insured Claims 542000
Direct Deposit	EFT-00009752	6/20/2019	\$ 150.54	Joseph Graaff	Employee Reimbursement
Direct Deposit	EFT-00009753	6/20/2019	\$ 204.16	Tanya Gray	Employee Reimbursement
Direct Deposit	EFT-00009754	6/20/2019	\$ 60.00	Julie Hannon	Employee Reimbursement
Direct Deposit	EFT-00009755	6/20/2019	\$ 44.25	Danielle Wass	Employee Reimbursement
Direct Deposit	EFT-00009756	6/20/2019	\$ 190.00	Connie Lawson	Employee Reimbursement
Direct Deposit	EFT-00009757	6/20/2019	\$ 108.00	Isidoro Flores	Employee Reimbursement
Direct Deposit	EFT-00009758	6/20/2019	\$ 200.00	Lisa Takach	Employee Reimbursement
Direct Deposit	EFT-00009759	6/20/2019	\$ 4.00	Kelly Lund	Employee Reimbursement
Direct Deposit	EFT-00009760	6/20/2019	\$ 24.48	Dustin Nicholson	Employee Reimbursement
Direct Deposit	EFT-00009761	6/20/2019	\$ 673.38	Peggy Sheehan	Employee Reimbursement
Direct Deposit	EFT-00009762	6/20/2019	\$ 117.04	Mike Vidito	Employee Reimbursement
Direct Deposit	EFT-00009763	6/20/2019	\$ 362.50	Jeremy Souza	Travel Advance
Direct Deposit	EFT-00009764	6/20/2019	\$ 921.47	Joseph Spatz	Employee Reimbursement
Direct Deposit	EFT-00009765	6/20/2019	\$ 362.50	Bret Olson	Travel Advance
Direct Deposit	EFT-00009766	6/20/2019	\$ 140.00	Frank Mazna	Employee Reimbursement
Direct Deposit	EFT-00009767	6/20/2019	\$ 143.00	Ty Stober	Travel Advance
Direct Deposit	EFT-00009768	6/20/2019	\$ 75.00	Kyle Corroon	Employee Reimbursement
Direct Deposit	EFT-00009769	6/20/2019	\$ 174.75	Thomas Ryan	Travel Advance
Direct Deposit	EFT-00009770	6/20/2019	\$ 198.36	Chad Michael	Employee Reimbursement
Direct Deposit	EFT-00009771	6/20/2019	\$ 362.50	Gerardo Gutierrez	Travel Advance
Direct Deposit	EFT-00009772	6/20/2019	\$ 44.63	Linda Glover	Employee Reimbursement
Direct Deposit	EFT-00009773	6/20/2019	\$ 133.75	Freddie Cruz	Employee Reimbursement
Direct Deposit	EFT-00009774	6/20/2019	\$ 114.75	Jon Pfister	Travel Advance
Direct Deposit	EFT-00009775	6/20/2019	\$ 114.75	Mike Lester	Travel Advance
Direct Deposit	EFT-00009776	6/20/2019	\$ 69.00	Anne McEnerny-Ogle	Employee Reimbursement
Direct Deposit	EFT-00009777	6/20/2019	\$ 358.00	Dale Barnette	Travel Advance
Direct Deposit	EFT-00009778	6/20/2019	\$ 60.00	Bart Hansen	Employee Reimbursement
Direct Deposit	EFT-00009779	6/20/2019	\$ 237.00	Anne McEnerny-Ogle	Travel Advance
Direct Deposit	EFT-00009780	6/20/2019	\$ 8.00	Denise Trumpf	Employee Reimbursement
Check	2710	6/19/2019	\$ 64.46	Bennett,Jeffrey and Kimberly	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
Check	2711	6/19/2019	\$ 15.67	Collins,Richard and Sharon	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
Check	2712	6/19/2019	\$ 26.27	KEIM,GLENNA	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
Check	2713	6/19/2019	\$ 73.42	KNOX,RICHARD	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
Check	2714	6/19/2019	\$ 80.03	KNOX,RICHARD	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
Check	2715	6/19/2019	\$ 71.36	McKim,Zach	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
Check	2716	6/19/2019	\$ 57.10	MONTANEZ,VICTOR AND CASSANDRA	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
Check	2717	6/19/2019	\$ 5,290.56	Tracey,Terry	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
Check	2718	6/19/2019	\$ 200.00	Alice Collier	SC0349 SC to Ledger 213110 AP Refunds
Check	2719	6/19/2019	\$ 25.00	Anna E Quarum	SC0349 SC to Ledger 213110 AP Refunds
Check	2720	6/19/2019	\$ 3,769.50	Bloomquist Septic Inspections LLC	SC0344 SC to Ledger 122124 AR Loans
Check	2721	6/19/2019	\$ 200.00	Boy Scouts 334	SC0349 SC to Ledger 213110 AP Refunds
Check	2722	6/19/2019	\$ 48.00	Christina Brusco	SC0349 SC to Ledger 213110 AP Refunds

INVOICE PAYMENTS REPORT

<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Description from: Spend Category / Supplier Invoice Memo</u>
Check	2723	6/19/2019	\$ 100.00	Clark County District Court	SC0358 SC to Ledger 369920 Misc Revenue - Other Non-operating Revenue (Proprietary Only) 369900
Check	2724	6/19/2019	\$ 400.00	Clark County Title	SC0344 SC to Ledger 122124 AR Loans
Check	2725	6/19/2019	\$ 450.00	Conax Properties USA Inc	SC0410 to Ledger 379000 Proprietary Capital Contributions Private - Service Install - WDO RC0287 379112
Check	2726	6/19/2019	\$ 20.00	Heidi White	SC0345 SC to Ledger 122125 AR CryWolf
Check	2727	6/19/2019	\$ 172.00	Hollie Demarais	SC0377 SC to Ledger 362000 Misc Revenue Rents/Leases - On-Street Parking 362550
Check	2728	6/19/2019	\$ 25.00	Jeffrey Paul	SC0349 SC to Ledger 213110 AP Refunds
Check	2729	6/19/2019	\$ 25.00	Kate Howard	SC0349 SC to Ledger 213110 AP Refunds
Check	2730	6/19/2019	\$ 148.00	Kelli Garland Douglas	SC0349 SC to Ledger 213110 AP Refunds
Check	2731	6/19/2019	\$ 57.08	Larry Foltz	SC0360 SC to Ledger 322100 Non-Bus. Lic. & Permits - Bldgs Structures & Eqpt 322100 RC0110
					SC0389 SC to Ledger 379000 Proprietary Capital Contributions Private - Develop Ext SDC Wtr Cust - In RC0293 379141
Check	2732	6/19/2019	\$ 4,520.00	Lexington Park Condo Assoc	SC0410 to Ledger 379000 Proprietary Capital Contributions Private - Service Install - WDO RC0287 379112
Check	2733	6/19/2019	\$ 25.00	Mark Ross	SC0349 SC to Ledger 213110 AP Refunds
Check	2734	6/19/2019	\$ 20.00	Michael and Vicky Hawkins	SC0345 SC to Ledger 122125 AR CryWolf
Check	2735	6/19/2019	\$ 25.00	Michelle Shobert	SC0349 SC to Ledger 213110 AP Refunds
Check	2736	6/19/2019	\$ 48.00	Minit Mart #9	SC0349 SC to Ledger 213110 AP Refunds
Check	2737	6/19/2019	\$ 42.00	Nina Olcott	SC0377 SC to Ledger 362000 Misc Revenue Rents/Leases - On-Street Parking 362550
Check	2738	6/19/2019	\$ 3,024.36	Northwest Landcare LLC	SC0344 SC to Ledger 122124 AR Loans
Check	2739	6/19/2019	\$ 20.00	Pacific Lifestyle Homes	SC0345 SC to Ledger 122125 AR CryWolf
Check	2740	6/19/2019	\$ 912.80	Patriot Fire Protection	SC0349 SC to Ledger 213110 AP Refunds
Check	2741	6/19/2019	\$ 70.00	PCS	SC0345 SC to Ledger 122125 AR CryWolf
Check	2742	6/19/2019	\$ 331.47	Phuc Huynh and Jessica Chan	SC0099 Cash Conversion - Temporary
Check	2743	6/19/2019	\$ 25.00	Portland Step On Step Service LLC	SC0349 SC to Ledger 213110 AP Refunds
Check	2744	6/19/2019	\$ 43.00	Port of Vancouver	SC0349 SC to Ledger 213110 AP Refunds
Check	2745	6/19/2019	\$ 50.00	Professional Credit Service	SC0349 SC to Ledger 213110 AP Refunds
Check	2746	6/19/2019	\$ 56.03	Stoner Electric	SC0360 SC to Ledger 322100 Non-Bus. Lic. & Permits - Bldgs Structures & Eqpt 322100 RC0110
Check	2747	6/19/2019	\$ 150.00	Tom Sharples	SC0345 SC to Ledger 122125 AR CryWolf
Check	2748	6/19/2019	\$ 280.72	Wolfer's Home Services	SC0349 SC to Ledger 213110 AP Refunds
Check	2749	6/19/2019	\$ 117.62	Marjorie Ledell	Employee Reimbursement
Check	2750	6/19/2019	\$ 89.64	WILLIAM MIKESELL	Travel Advance
Check	2751	6/19/2019	\$ 1,566.16	Albina Holdings Inc	SC0039 Supplies - Other Operating Supplies 531900
Check	2752	6/19/2019	\$ 6,400.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	SC0052 Services - Temporary Help 541800
Check	2753	6/19/2019	\$ 8,053.28	AT & T Mobility II LLC	SC0055 Services - Phone Service/Billings 542500-542700
Check	2754	6/19/2019	\$ 2,944.41	Blue Peak Logic Inc	SC0062 Services - Education/Training 543500
Check	2755	6/19/2019	\$ 7,317.54	Cellco Partnership - Remit-To: Cellco - Dallas	SC0055 Services - Phone Service/Billings 542500-542700
Check	2756	6/19/2019	\$ 3,629.94	Cintas	SC0080 Services - Laundry and Dry Cleaning Services 549300
Check	2757	6/19/2019	\$ 3,406.00	Clark and Sons Excavating Inc	SC0337 Capital - Construction Contractors 565000

INVOICE PAYMENTS REPORT

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Check	2758	6/19/2019	\$ 975.00	Clark County Fire District 5	SC0062 Services - Education/Training 543500
Check	2759	6/19/2019	\$ 243.52	Comcast - Remit-To: Comcast Business - City of Industry	SC0083 Services - Misc Expenses 549900
Check	2760	6/19/2019	\$ 140.83	Corporate Translation Services Inc	SC0053 Services - Professional & Contracted Services 541900
Check	2761	6/19/2019	\$ 1,557.36	Databar Inc	SC0034 Supplies - Office Supplies 531000
Check	2762	6/19/2019	\$ 4,255.13	Edgework Crisis Intervention Prevention Resources PLLC	SC0062 Services - Education/Training 543500
Check	2763	6/19/2019	\$ 6,817.25	Ferguson Enterprises LLC - Remit-To: Ferguson - Dallas	SC0393 SC to Ledger 141100 Inventory
Check	2764	6/19/2019	\$ 1,080.00	Global Transportation Engineering Corporation	SC0053 Services - Professional & Contracted Services 541900
Check	2765	6/19/2019	\$ 7,006.72	Gordian Group - Remit-To: Gordian - Los Angeles	SC0053 Services - Professional & Contracted Services 541900
Check	2766	6/19/2019	\$ 26,017.96	Gray & Osborne Inc	SC0053 Services - Professional & Contracted Services 541900
Check	2767	6/19/2019	\$ 224,991.18	Halbert Construction Services LLC	SC0337 Capital - Construction Contractors 565000
Check	2768	6/19/2019	\$ 19,088.57	Halme Excavating Inc	SC0337 Capital - Construction Contractors 565000
Check	2769	6/19/2019	\$ 3,625.06	HDR Engineering Inc - Remit-To: HDR Engineering - Chicago	SC0053 Services - Professional & Contracted Services 541900
Check	2770	6/19/2019	\$ 17,825.00	Justice System Partners	SC0053 Services - Professional & Contracted Services 541900
Check	2771	6/19/2019	\$ 138.00	Kathleen Miller	SC0053 Services - Professional & Contracted Services 541900
Check	2772	6/19/2019	\$ 9,627.44	Lakeside Industries Inc - Remit-To: Lakeside - Issaquah	SC0039 Supplies - Other Operating Supplies 531900
Check	2773	6/19/2019	\$ 554.40	Linguava Interpreters Inc	SC0053 Services - Professional & Contracted Services 541900
Check	2774	6/19/2019	\$ 3,456.38	Loomis Armored US LLC - Remit-To: Loomis - Palatine	SC0053 Services - Professional & Contracted Services 541900
Check	2775	6/19/2019	\$ 4,875.00	Michele Reeves	SC0053 Services - Professional & Contracted Services 541900
Check	2776	6/19/2019	\$ 30,160.13	Mill Plain Electric	SC0077 Services - Repair & Maint - Other 548900
Check	2777	6/19/2019	\$ 3,446.00	Murray Smith Inc	SC0053 Services - Professional & Contracted Services 541900
Check	2778	6/19/2019	\$ 75.00	National Association for the Advancement of Colored People	SC0063 Services - Advertising 544000
Check	2779	6/19/2019	\$ 7,013.20	Otak Inc	SC0053 Services - Professional & Contracted Services 541900
Check	2780	6/19/2019	\$ 223.75	Portland Adventist Medical Center	SC0053 Services - Professional & Contracted Services 541900
Check	2781	6/19/2019	\$ 1,016.25	SafeFire LLC	SC0069 Services - Other Rentals 545900
Check	2782	6/19/2019	\$ 12,004.76	San Diego Police Equipment Co Inc	SC0039 Supplies - Other Operating Supplies 531900
Check	2783	6/19/2019	\$ 91.00	Share Inc	SC0053 Services - Professional & Contracted Services 541900
Check	2784	6/19/2019	\$ 275,316.87	Sierra-Cedar Inc	SC0053 Services - Professional & Contracted Services 541900
Check	2785	6/19/2019	\$ 340.69	Software House International SHI - Remit-To: SHI - Dallas	SC0048 Supplies - Software Licenses < \$10,000 535200
Check	2786	6/19/2019	\$ 1,460.00	Southwest Officials Services Inc	SC0053 Services - Professional & Contracted Services 541900
Check	2787	6/19/2019	\$ 23,438.98	State of Washington Department of Employment Security	SC0053 Services - Professional & Contracted Services 541900
Check	2788	6/19/2019	\$ 50.00	State of Washington Department of Labor & Industries - Remit-To: State of WA LNI - Explosives Licensing	SC0078 Services - Dues & Subscriptions 549100
Check	2789	6/19/2019	\$ 813.00	Triple J Enterprises	SC0053 Services - Professional & Contracted Services 541900
Check	2790	6/19/2019	\$ 312.97	United Parcel Service	SC0053 Services - Professional & Contracted Services 541900
Check	2791	6/19/2019	\$ 5,421.00	Vancouver Slow Pitch Umpires Association - Remit-To: VSPUA - Vancouver	SC0053 Services - Professional & Contracted Services 541900
Check	2792	6/19/2019	\$ 907.61	Waste Connections of Washington	SC0074 Services - Garbage / Waste Disposal 547400

INVOICE PAYMENTS REPORT

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Check	2793	6/19/2019	\$ 2,980.36	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	SC0074 Services - Garbage / Waste Disposal 547400
Check	2794	6/19/2019	\$ 1,279.30	Waste Management - Remit-To: Waste Management Los Angeles	SC0074 Services - Garbage / Waste Disposal 547400
Check	2795	6/19/2019	\$ 57.70	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	SC0054 Services - Postage 542200
Check	2796	6/19/2019	\$ 6,750.10	Bernhardt Industries Inc	SC0402 to Ledger 223400 Retainage Payable
Check	2797	6/19/2019	\$ 1,200.00	Chanmi Development LLC	SC0053 Services - Professional & Contracted Services 541900
Check	2798	6/19/2019	\$ 114,337.93	Clark County	SC0088 Intergovernmental Services and Payments - County Law Enforcement 551100
Check	2799	6/19/2019	\$ 13,551.38	Columbia Resource Company	SC0074 Services - Garbage / Waste Disposal 547400
Check	2800	6/19/2019	\$ 109.35	Comcast - Remit-To: Comcast Business - City of Industry	SC0083 Services - Misc Expenses 549900
Check	2801	6/19/2019	\$ 17,486.92	Comcast - Remit-To: Comcast Business - City of Industry	SC0083 Services - Misc Expenses 549900
Check	2802	6/19/2019	\$ 108.27	Comcast - Remit-To: Comcast Business - City of Industry	SC0083 Services - Misc Expenses 549900
Check	2803	6/19/2019	\$ 113.27	Comcast - Remit-To: Comcast Business - City of Industry	SC0083 Services - Misc Expenses 549900
Check	2804	6/19/2019	\$ 13,663.16	Council for the Homeless	SC0053 Services - Professional & Contracted Services 541900
Check	2805	6/19/2019	\$ 4,583.33	Hispanic Metropolitan Chamber	SC0053 Services - Professional & Contracted Services 541900
Check	2806	6/19/2019	\$ 15,612.20	Janus Youth Programs Inc	SC0053 Services - Professional & Contracted Services 541900
Check	2807	6/19/2019	\$ 418.20	NW Natural - Remit-To: NW Natural - Portland	SC0073 Services - Natural Gas 547300
Check	2808	6/19/2019	\$ 13,314.68	Share Inc	SC0053 Services - Professional & Contracted Services 541900
Check	2809	6/19/2019	\$ 3,430.35	The Salvation Army	SC0053 Services - Professional & Contracted Services 541900
Check	2810	6/19/2019	\$ 10,000.00	United States Postal Service - Remit-To: United States Postal Service Carol Stream IL	SC0054 Services - Postage 542200
Check	2811	6/19/2019	\$ 3,249.74	US Bank - Remit-To: US Bank - St Paul	SC0053 Services - Professional & Contracted Services 541900
Check	2812	6/19/2019	\$ 26,961.00	Vancouver Housing Authority	SC0053 Services - Professional & Contracted Services 541900
Check	2813	6/19/2019	\$ 11,492.33	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	SC0074 Services - Garbage / Waste Disposal 547400
Check	2814	6/20/2019	\$ 344,713.12	Clark County Title Company	SC0392 Capital - Land Right of Way 561310
		SUBTOTAL	\$ 1,482,761.05		
Hansen		6/25/2019	\$ 57,167.22	City Payments	Posted 6-18-19 thru 6-24-19
		SUBTOTAL	\$ 57,167.22		
VISA		6/25/2019	\$ 6,412.00	Miscellaneous	Parks Class Refunds - FCC 6-18-19 thru 6-24-19
VISA		6/25/2019	\$ 934.00	Miscellaneous	Parks Class Refunds - MCC 6-18-19 thru 6-24-19
VISA		6/24/2019	\$ 1,300.00	Miscellaneous	Parks Class Refunds - Special Events 6-18-19 thru 6-24-19
VISA		6/25/2019	\$ 961.40	Miscellaneous	Parks Class Refunds - WREC 6-18-19 thru 6-24-19
		SUBTOTAL	\$ 9,607.40		
		TOTAL	\$ 1,549,535.67		

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

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City of Vancouver
Payroll Council Report
June 18, 2019 - June 24, 2019

Check No.	Date	Explanation	Amount
		No payroll this period	

\$ -

Declaration of Real Property as Surplus

NE 138th Avenue and NE 18th Street

VANCOUVER
CITY HALL



July 1, 2019

Vancouver City Council Public Hearing

Chris Malone, Finance and Asset Manager
Linda Carlson, Property Management Specialist



NE 18th Street and NE 138th Avenue



200.0 0 100.00 200.0 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA, GIS - <http://gis.clark.wa.gov>

This map was generated by Clark County's "MapsOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information.



Legend

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

Notes:

Hash tag area represents recorded
Right-of-Way dedication

Key Points

- In 2009, the city of Vancouver completed construction of Phase One of the NE 138th Avenue project;
- Staff is proposing to surplus the remaining portions of these parcels not required for the construction of 138th Avenue;
- Declaring this property as surplus will allow for future potential development of remnant parcels fronting NE 138th Avenue
- Future sale of these parcels will generate revenue for Transportation capital fund and the property will be added to the tax rolls.

Next Steps

- Upon approval of surplus, place these parcels on the open market
- Negotiate sale for Fair Market Value (FMV) of the parcels
- Return to council for approval of disposition

Questions and Discussion

- Chris Malone, Public Works Finance and Asset Manager
360-487-7711
- Linda Carlson, Property Management Specialist
360-487-8423



Declaration of Real Property as Surplus NE138th & 18th - 5



Staff Report 092-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/1/2019

SUBJECT Declaration of Real Property as Surplus - NE 138th Ave & NE 18th St

Key Points

- There are three remnant parcels, totaling approximately 0.52 acres, that were purchased using federal grant funds for Phase One of the NE 138th Avenue project that are not needed for current or future transportation purposes.
- Declaring this property as surplus will allow for future potential development of these parcels which front NE 138th Avenue.
- Due to access issues, they are proposed to be sold as one "unit".
- Revenue will be generated for the Transportation capital fund and the property will be added back to the tax rolls.

Strategic Plan Alignment

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

Present Situation

In 2009, the City of Vancouver completed construction of Phase One of the NE 138th Avenue project. The construction of this project required the City to purchase three parcels in their entirety. Staff is proposing to surplus the remaining portion of these three parcels as they are not needed for future transportation purposes.

The surplus parcels total approximately 0.52 acres. They are zoned R-22 and are currently unimproved. They are also proposed to be sold as one unit to provide the most flexibility for use and because they will have only "right-in/right-out" access along NE 138th Avenue from the northernmost parcel. The fair market value of the combined property per an appraisal is approximately \$230,000.

Federal grant funds were used to purchase the parcels. Grant funding guidelines require when selling property that is no longer needed for transportation purposes on a recently completed project, that the sales proceeds be returned to the granting agency (reimbursed back to the federal grant) or alternatively applied to another federal grant eligible project being undertaken by the local agency that meets certain criteria. The City's 137th Avenue – 49th to Fourth Plain (Project #071237) meets this criteria and we are proposing that the sales proceeds be applied toward this project.

The parcels submitted for council review as surplus are outlined in a detailed report and a map is also attached.

Declaration of surplus is the first of a two-step process in VMC 3.30 – Disposition of City-Owned Surplus Real Property, allowing the city to sell the subject properties. The second step, disposition, requires a separate hearing and action prior to actual sale of the property.

Advantage(s)

1. Declaring the parcels as surplus will allow for potential sale of three remnant parcels.
2. If the parcels are sold:
 - The parcels will return to the county's tax database.
 - Revenue from disposition will potentially return \$230,000 to the Transportation capital fund.
 - There will be cost savings to City of Vancouver for reduced maintenance of the remnant parcels.

Disadvantage(s)

None

Budget Impact

An estimated amount of \$230,000 will be returned to the Transportation capital fund and restricted for use on a future federal grant eligible City transportation project.

Prior Council Review

None

Action Requested

On July 1, 2019, following a public hearing, adopt a resolution approving certain real property located at NE 138th Avenue and NE 18th Street (Assessor parcels 164161-000, 164160-000, 164061-000) as surplus.

Chris Malone, Public Works Finance and Asset Manager, 487-7711; Linda Carlson, Property Management Specialist, 487-8423

ATTACHMENTS:

- ▣ Resolution
- ▣ Surplus Property Report
- ▣ Legal Descriptions / Sketches - 138th & 18th
- ▣ Map - 138th & 18th

DATE: July 1, 2019

RESOLUTION NO. M-_____

A RESOLUTION of the City of Vancouver declaring certain real property as surplus, directing its disposal and method of disposition.

WHEREAS, the City of Vancouver acquired the real property listed on the attached Exhibit A, Exhibit B and Exhibit C (“Subject Property”); and

WHEREAS, Council reviewed Staff Report No. _____ and the surplus property report related to the Subject Property; and

WHEREAS, Council held a public hearing on July 1, 2019, to consider the surplus status of the Subject Property and whether the Subject Parcel should be disposed of or retained; and

WHEREAS, the Subject Property on Exhibit A, Exhibit B and Exhibit C is surplus to the needs of the City; and should be disposed of by means of a negotiated sale;

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The Subject Property is declared surplus to the needs of the City as described in Staff Report No. _____.

Section 2. The Subject Property shall be disposed of by means of negotiated sale.

Section 3. The City of Vancouver Property Services Manager or designee is directed to prepare a proposal for disposition in compliance with this Resolution and Chapter 3.30 VMC.

ADOPTED at a Regular Meeting of the Vancouver City Council this 1st day of July, 2019.

Anne McEnery-Ogle, Mayor

Attest:

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

Approved as to form:

E. Bronson Potter, City Attorney

SURPLUS PROPERTY REPORT

July 1, 2019

The City of Vancouver is requesting that the three parcels below (Subject Parcels) be declared as surplus property by the City as per Ordinance M-3923.

- These parcels (164061-000, 164160-000, and 164161-000) are 7,897, 7,744 and 6,854 square feet respectively totaling approximately 0.52 acres. They are unimproved parcels zoned multi-family (R-22) located at the corner of NE 138th Avenue and NE 18th Street. A map designating exact location of the parcels is attached as Exhibit "A".
- The City of Vancouver purchased these parcels in 2004 as part of the NE 138th Avenue Phase One Project. It has been determined that future municipal use for these remnant parcels is not needed for transportation purposes.
- Staff recommends that these Subject Parcels should be declared as surplus real property and be disposed of by a negotiated sale. This will put the parcels back on the tax rolls and decrease the City's maintenance responsibilities. Staff is also recommending that the three parcels be sold as one "unit" to provide ability to achieve highest and best use.
- To our knowledge, the only deed restriction on the Subject Parcels is a right-of-way dedication.
- Federal funds were used to acquire these parcels as part of phase one of the NE 138th Street Project. Grant funding guidelines require that the sale proceeds be returned to the granting agency, or alternatively, applied to another federally funded transportation project currently underway with the local agency.
- Staff proposes that proceeds from this sale be credited to City project #071237 (137th Avenue – 49th to Fourth Plain), which is federally funded and currently underway.
- Current assessed value for the combined parcels is \$224,700.
- An appraisal of the Subject Parcels was procured to show fair market value after right-of-way dedication. "Right-In/Right-Out" access to the subject parcels along NE 138th Avenue will be allowed at the north end of the site. Fair market value per the appraisal is - **\$230,000.**

PROJECT # 071908

EXHIBIT "A"
LEGAL DESCRIPTION
ADJUSTED PARCEL 164061-000

A portion of that parcel described in Statutory Warranty Deed to the City of Vancouver recorded November 30, 2004 under Auditor's File Number 3914322 records of Clark County Washington, more particularly described as follows:

The North 85 feet of the South 297 feet of the East 165 feet of the West half of the West half of the Southeast Quarter of the Southwest Quarter of Section 23, Township 2 North, Range 2 East of the Willamette Meridian in Clark County, Washington.

EXCEPT the East 40 feet thereof lying within NE 138th Avenue.

ALSO EXCEPT all that portion of said parcel lying easterly of the following described line, dedicated for public right-of-way purposes as part of NE 138th Avenue;

Beginning at a point on the North line of said parcel being 66.99 feet left of Engineer's Station 30+39.98 as shown on Sheet 4 of the Right-Of-Way Plans for the 2005 City of Vancouver street improvement project #071115, NE 138th Avenue, NE 18th Street to NE 28th Street;

Thence south along a 389.08 foot radius non-tangent curve to the left with a radial bearing of South 77°50'14" East and a central angle of 10°53'38" for an arc distance of 73.98 feet to a point 74.00 feet left of Engineer's Station 29+66.45 of NE 138th Avenue centerline alignment;

Thence southerly 11.45 feet parallel with the centerline to a point on the South line of said parcel 74.00 feet left of Engineer's Station 29+55.00 of said alignment.

Containing approximately 7897 square feet.

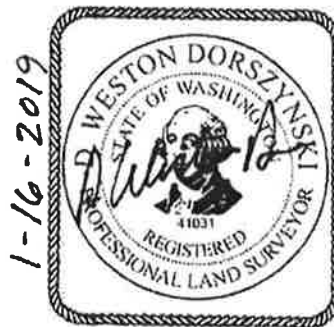


EXHIBIT
ADJUSTED PARCEL
164061-000

TAX LOT #173
(164003-000)
DARLENE HAMMILL

STA 30+39.98.
66.99' LT.

TAX LOT #152
(164061-000)
DEED #3914322
FROM BERNARD AND SHELLEY
KENNEBECK
TO THE CITY OF VANCOUVER

STA 30+39.92.
40.00' LT.

STA 29+66.45.
74.00' LT.

STA 29+55.00.
74.00' LT.

TAX LOT #251
(164160-000)
DEED #3915485
FROM CHARLSE BAUDRY
TO CITY OF VANCOUVER

STA 29+54.92
40.00' LT.


RIGHT OF WAY
DEDICATION

NTS

NE 138TH AVE
N01°16'07"E
30+00
31+00

This exhibit is intended for general location
purposes only and does not supercede the
written legal description

City of Vancouver:
CONSTRUCTION SERVICES/SURVEY
DEPARTMENT

EXHIBIT **B**
LEGAL DESCRIPTION
ADJUSTED PARCEL 164160-000

A portion of that parcel described in Statutory Warranty Deed to the City of Vancouver recorded December 2, 2004 under Auditor's File Number 3915485 records of Clark County Washington, more particularly described as follows:

The South 85 feet of the North 170 feet of the South 297 feet of the East 165 feet of the West half of the West half of the Southeast Quarter of the Southwest Quarter of Section 23, Township 2 North, Range 2 East of the Willamette Meridian in Clark County, Washington.

EXCEPT the East 40 feet thereof lying within NE 138th Avenue.

ALSO EXCEPT that portion of said parcel lying East of the following described line dedicated for public right-of-way purposes as part of NE 138th Avenue, as shown on Sheet 4 of the Right-Of-Way Plans for the 2005 City of Vancouver street improvement project #071115, NE 138th Avenue, NE 18th Street to NE 28th Street;

Beginning at a point on the existing North line of said parcel 74.00 feet left of Engineer's Station 29+55.00 of NE 138th Avenue centerline alignment;

Thence southerly 85.00 feet, parallel with the centerline, to a point on the South line of said parcel 74.00 feet left of Engineer's Station 28+70.00 of said alignment.

Containing approximately 7,744 square feet.

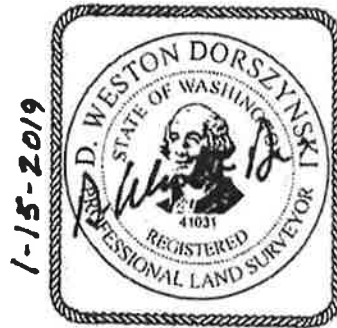
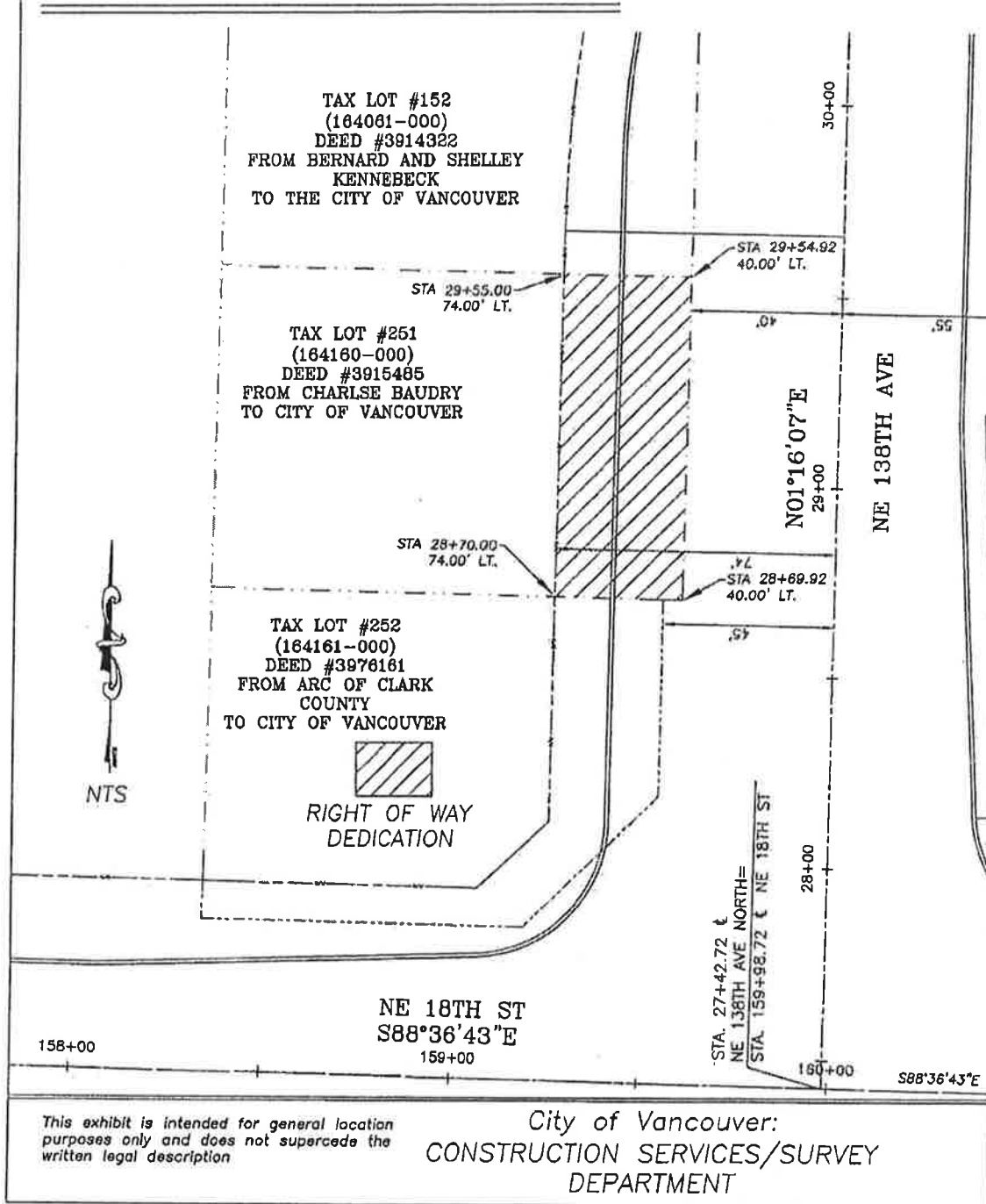


EXHIBIT ADJUSTED PARCEL 164160-000



PROJECT # 071908

EXHIBIT "C"
LEGAL DESCRIPTION
ADJUSTED PARCEL 164161-000

A portion of that parcel described in Statutory Warranty Deed to the City of Vancouver recorded April 21, 2005 under Auditors File Number 3976161 records of Clark County Washington, more particularly described as follows:

The East 165 feet of the South 297 feet of the West half of the West half of the Southeast Quarter of the Southwest Quarter of Section 23, Township 2 North, Range 2 East of the Willamette Meridian in Clark County, Washington.

EXCEPT the North 170 feet thereof.

ALSO EXCEPT that portion of said parcel lying East and South of the following described line, dedicated for public right-of-way purposes as part of NE 138 Avenue and NE 18th Street, as shown on Sheets 4 and 10 of the Right-Of-Way Plans for the 2005 City of Vancouver street improvement project #071115, NE 138th Avenue, NE 18th Street to NE 28th Street;

Beginning at a point on the North line of said parcel on the West right-of-way line 74.00 feet left of Engineer's Station 28+70.00 of 138th Avenue centerline alignment,

Thence southerly, along said right-of-way line, 59.15 feet parallel with the centerline to a point 74.00 feet left of Engineer's Station 28+10.84 of said alignment;

Thence southwest, along said right-of-way line, 25.61 feet to a point 92.29 feet left of Engineer's Station 27+92.91 of said alignment, said point is also on the North right-of-way line 50.00 feet left of Engineer's Station 159+06.32 of NE 18th Street centerline;

Thence westerly, along said right-of-way line, 72.71 feet to a point on the West line of said parcel being 50.00 feet left of Engineer's Station 158+33.61 of said centerline.

Containing approximately 6,854 square feet.

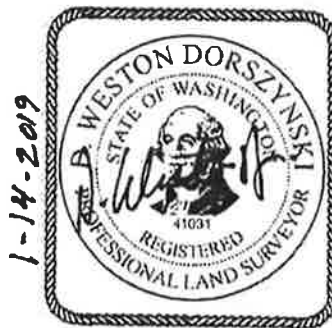
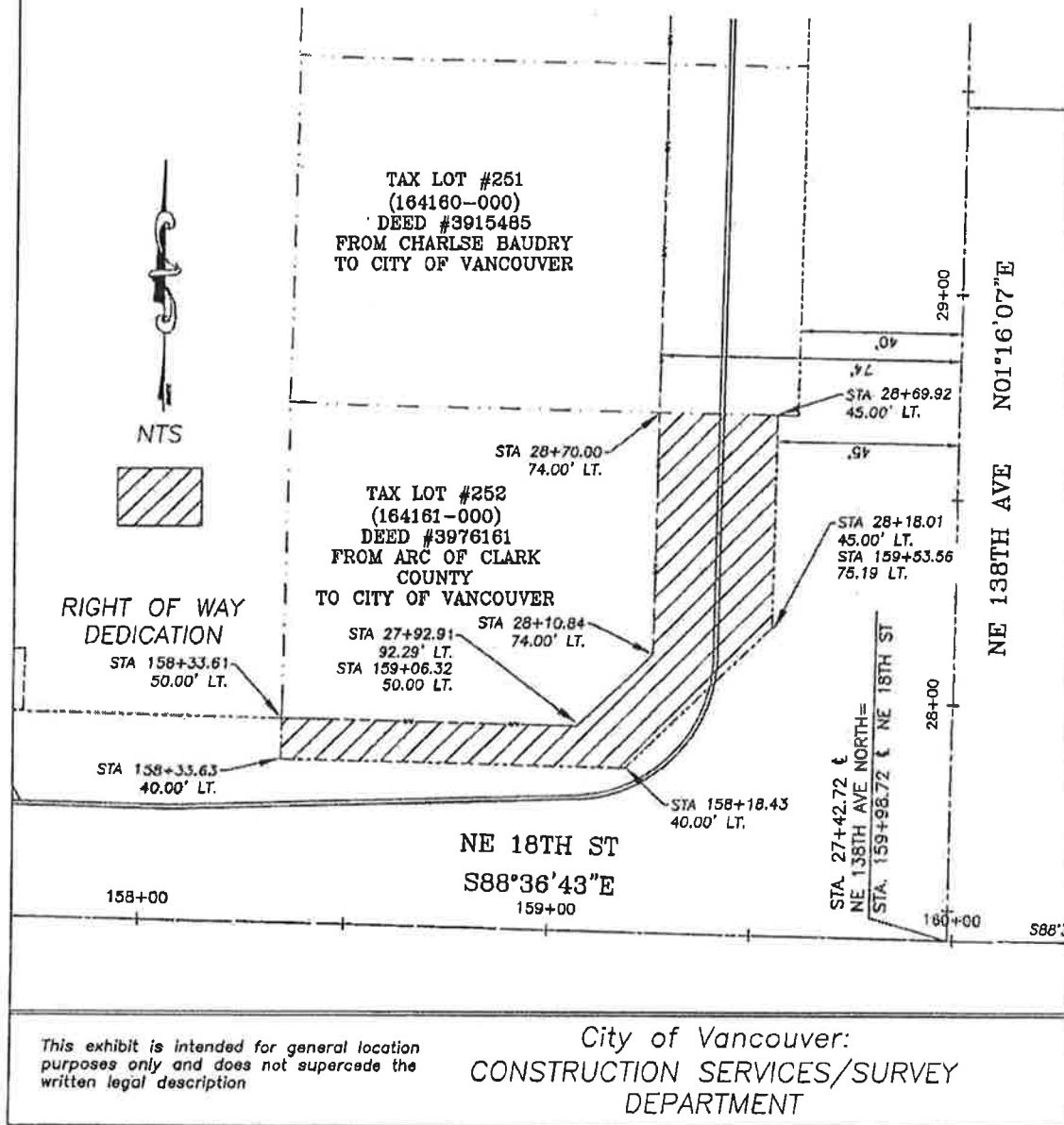
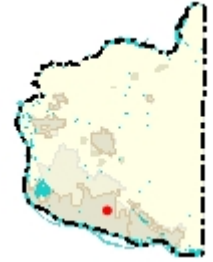


EXHIBIT ADJUSTED PARCEL 164161-000





NE 18th Street and NE 138th Avenue



Legend

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

Notes:

Hash tag area represents recorded Right-of-Way dedication

200.0 0 100.00 200.0Feet

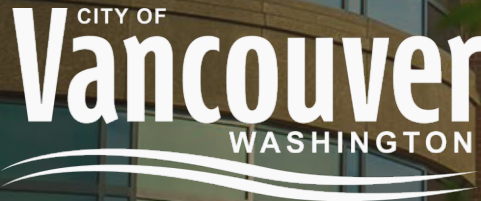
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Clark County, WA. GIS - <http://gis.clark.wa.gov>

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Declaration of Real Property as Surplus

NE 18th Street and NE Four Seasons Lane

VANCOUVER
CITY HALL



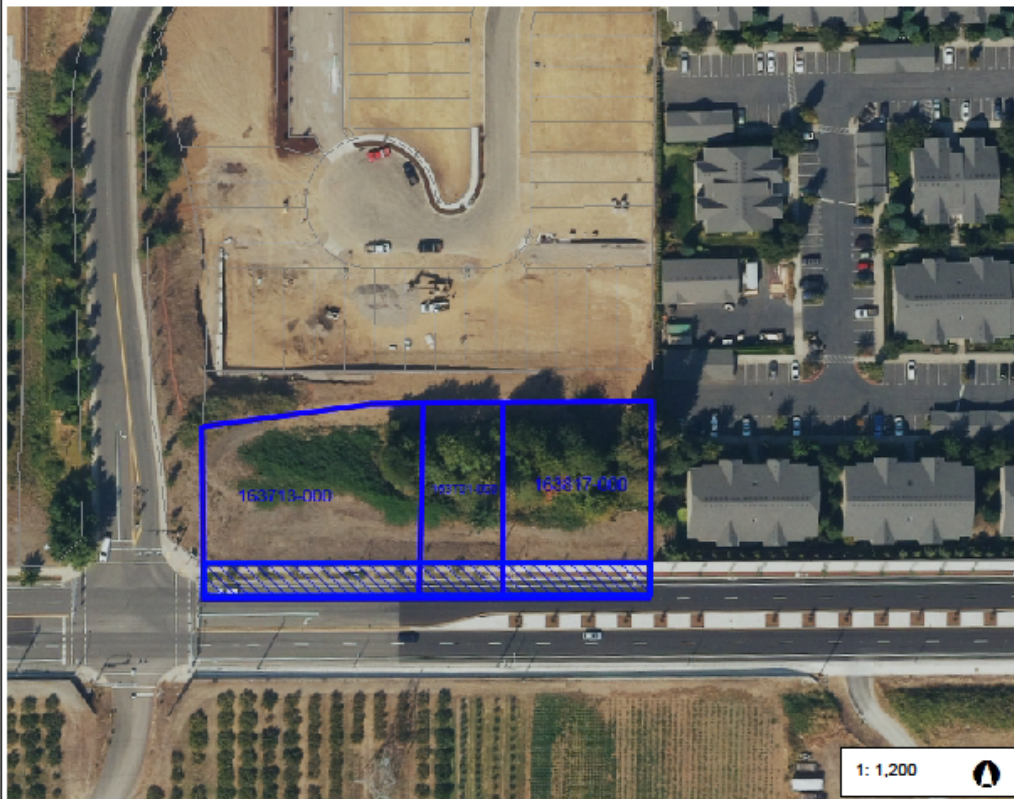
July 1, 2019

Vancouver City Council Public Hearing

Chris Malone, Finance and Asset Manager
Linda Carlson, Property Management Specialist



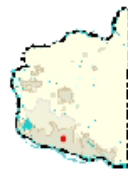
NE 18th Street and NE Four Seasons Lane



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WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA. GIS - <http://gis.clark.wa.gov>

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Legend

- Taxlots
- Cities Boundaries
- Urban Growth Boundaries

Notes:

Hash tag area represents recorded Right-of-Way dedication

Key Points

- In 2012, the city of Vancouver completed construction of NE 18th Street from I-205 to Four Seasons Lane;
- Staff is proposing to surplus the remaining portions of these parcels not required for the construction of 18th Street;
- Declaring this property as surplus will allow for future potential development of remnant parcels fronting NE 18th Street
- Future sale of these parcels will generate revenue for Transportation capital fund and the property will be added to the tax rolls.

Next Steps

- Upon approval of surplus, place these parcels on the open market
- Negotiate sale for Fair Market Value (FMV) of the parcels
- Return to council for approval of disposition

Questions and Discussion

- Chris Malone, Public Works Finance and Asset Manager
360-487-7711
- Linda Carlson, Property Management Specialist
360-487-8423





Staff Report 093-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/1/2019

SUBJECT Declaration of Real Property as Surplus - NE Four Seasons Lane & NE 18th St

Key Points

- There are three remnant parcels, totaling approximately 1.09 acres, that were purchased using federal grant funds for Segment 1A of the NE 18th Street Improvement project that are not needed for current or future transportation purposes.
- Declaring this property as surplus will allow for future potential development of these parcels which front NE 18th Street.
- Due to access restrictions and other extraordinary site development work, they are proposed to be sold as one "unit".
- Revenue will be generated for the Transportation capital fund and the property will be added back to the tax rolls.

Strategic Plan Alignment

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

Present Situation

In 2012, the City of Vancouver completed construction of Phase 1A of the NE 18th Avenue Improvement project from I-205 to Four Seasons Lane. The construction of this project required the City to purchase three parcels in their entirety. Staff is proposing to surplus the remaining remnant portions of these three parcels as they are not needed for future transportation purposes.

The surplus parcels total approximately 1.09 acres. They are zoned R-22 and are currently unimproved. They are also proposed to be sold as one "unit" to provide the most flexibility for use and due to access restrictions and extraordinary costs for required site work for any development.

The 18th Street construction project left the subject parcels with a significant slope. Because of the sloping topography, the subject property will need a significant amount of site work in the form of soil stabilization and construction of a retaining wall. Additionally, the parcels have access

restrictions due to their proximity to Four Seasons Lane and "right-in/right-out" will only be allowed at the east end of the property. Both of these factors will reduce the value of the property.

The fair market value per an appraisal completed in July 2018 is \$350,000 prior to application of these reduction factors. The appraiser assigned a 50% reduction in value to account for these factors and accordingly valued the property at approximately \$175,000.

Federal grant funds were used to purchase the parcels. Grant funding guidelines require when selling property that is no longer needed for transportation purposes on a recently completed project, that the sales proceeds be returned to the granting agency (reimbursed back to the federal grant) or alternatively applied to another federal grant eligible project being undertaken by the local agency that meets certain criteria. The City's 137th Avenue – 49th to Fourth Plain (project #071237) meets this criteria and we are proposing that the sales proceeds be applied toward this project.

The parcels submitted for council review as surplus are outlined in a detailed report and a map is also attached.

A declaration that the property is surplus is the first of a two-step process in VMC 3.30 – Disposition of City-Owned Surplus Real Property, allowing the city to sell the subject properties. The second step, disposition, requires a separate hearing and action prior to actual sale of the property.

Advantage(s)

1. Declaring the parcels as surplus will allow for potential sale of three remnant parcels.
2. If the remnant parcels are sold:
 - The parcels will return to the county's tax database.
 - Revenue from disposition will potentially return \$175,000 to the Transportation capital fund.
 - There will be cost savings to City of Vancouver for reduced maintenance of the remnant parcels.

Disadvantage(s)

None

Budget Impact

\$175,000 returned to the Transportation Capital fund. These funds would be restricted for use on a future federal grant eligible City transportation project.

Prior Council Review

None

Action Requested

On July 1, 2019, following a public hearing, adopt a resolution approving certain real property located at NE 18th Street & NE Four Seasons Lane (Assessor parcels 163713-000, 163701-000, 163817-000) as surplus.

Chris Malone, Public Works Finance and Asset Manager, 487-7711; Linda Carlson, Property Management Specialist, 487-8423

ATTACHMENTS:

- ▣ Surplus Property Report
- ▣ Resolution
- ▣ Map - 18th & Four Seasons
- ▣ Legal Description/sketch - 18th and Four Seasons

SURPLUS PROPERTY REPORT

July 1, 2019

The City of Vancouver is requesting that the three parcels below (Subject Parcels) be declared as surplus property by the City as per Ordinance M-3923.

- These parcels (163713-000, 163701-000 and 163817-000) are 22,491, 8,445 and 16,595 square feet respectively totaling approximately 1.09 acres. They are unimproved parcels zoned multi-family (R-22) located at the corner of NE 18th Street and NE Four Seasons Lane. A map designating exact location of the parcels is attached as Exhibit "A".
- The City of Vancouver purchased these parcels in 2009 as part of the NE 18th Street Project – 112th Avenue to Four Seasons Lane. It has been determined that future municipal use for these remnant parcels is not needed for transportation purposes.
- Staff recommends that these Subject Parcels should be declared as surplus real property and that these Subject Parcels be disposed of by a negotiated sale. This will put the parcels back on the tax rolls and decrease the City's maintenance responsibilities.
- Staff is also recommending that the three parcels be sold as one "unit" due to the access restrictions that would need to be adhered to and extraordinary costs for required site work for any development.
- To our knowledge, the only deed restriction on the Subject Properties is a right-of-way dedication.
- Federal funds were used to acquire these parcels as part of the NE 18th Street Project – 112th Avenue to Four Seasons Lane. Grant funding guidelines require that the sale proceeds be returned to the granting agency, or alternatively, applied to another federally funded transportation project currently underway with the local agency.
- Staff proposes the proceeds from this sale should be credited to City project #071237 (137th Avenue – 49th to Fourth Plain), which is federally funded and currently underway.
- Current assessed value for the combined parcels is \$224,890.
- An appraisal of the Subject Parcel was procured to show fair market value after right-of-way dedication. Development of the subject property is expected to include extraordinary site work to stabilize the sloping topography of the subject properties outer boundaries with the surrounding properties. "Right-In/Right-Out" access to the subject parcels along NE 18th Street is restricted to the east end of the site.
- Following is the valuation and deductions to the subject property that were reasonably taken:

1. Fair market value after acquisition per appraisal	\$350,000
2. Marketability discount	- <u>175,000</u>
Topography and extraordinary development costs (50%)	
NET PROPERTY VALUE	\$175,000

DATE: July 1, 2019

RESOLUTION NO. M- _____

A RESOLUTION of the City of Vancouver declaring certain real property as surplus, and directing its disposal and the method of disposition.

WHEREAS, the City of Vancouver acquired the real property listed on the attached Exhibit A (“Subject Property”); and

WHEREAS, Council reviewed Staff Report No. _____ and the surplus property report related to this Subject Property; and

WHEREAS, Council held a public hearing on July 1, 2019, to consider the surplus status of the Subject Property and whether the Subject Parcel should be disposed of or retained; and

WHEREAS, the real property on Exhibit A is surplus to the needs of the City; and should be disposed of by means of a negotiated sale;

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The Subject Property is declared surplus to the needs of the City as described in Staff Report No. _____.

Section 2. The Subject Property shall be disposed of by means of negotiated sale.

Section 3. The City of Vancouver Property Services Manager or designee is directed to prepare a proposal for disposition in compliance with this Resolution and Chapter 3.30 VMC.

Resolution-1

ADOPTED at a Regular Meeting of the Vancouver City Council this 1st day of July, 2019.

Anne McEnery-Ogle, Mayor

Attest:

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

Approved as to form:

E. Bronson Potter, City Attorney

Resolution-2



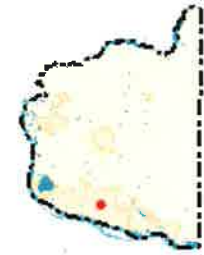
NE 18th Street and NE Four Seasons Lane



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

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Legend

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

Notes:

Hash tag area represents recorded Right-of-Way dedication

1: 1,200



EXHIBIT "A"
LEGAL DESCRIPTION
ADJUSTED PARCELS 163713-000,
163701-000 and 163817-000

PARCEL I

All that portion of PARCEL I as described in the Statutory Warranty Deed to the City of Vancouver, recorded February 2, 2010 under Auditor's File Number 4639369 records of Clark County, Washington, more particularly described as follows:

Beginning at a point 727 feet east of the corner common to Sections 21, 22, 27 and 28 of Section 28, Township 2 North, Range 2 East of the Willamette Meridian in Clark County, Washington;

Thence North 144.3 feet;

Thence North 82°32' East 296.3 feet to a strap iron;

Thence East 37.2 feet;

Thence South 1°24' West 182.8 feet to the South line of Section 22;

Thence West 326.8 feet to the Point of Beginning.

EXCEPT the West 150 feet thereof, as measured along the South line.

ALSO EXCEPT all that portion of said parcel lying south of a line 50.00 feet north of and parallel with the South line of Section 22, dedicated for public right-of-way purposes of NE 18th Street.

Contains 22,491 square feet more or less.

PARCEL II

All that portion of PARCEL II as described in the Statutory Warranty Deed to the City of Vancouver, recorded February 2, 2010 under Auditor's File Number 4639369 records of Clark County, Washington, more particularly described as follows:

Beginning at a point 1053.8 feet East of the Southwest corner of Section 22, Township 2 North, Range 2 East of the Willamette Meridian in Clark County, Washington;

Thence North 1°24' East 182.8 feet;

Thence East 190.96 feet, more or less, to the West line of the tract conveyed to the Union Central Life Insurance Company, a corporation by deed recorded in Book 234, at Page 134, Clark County deed records;

Thence South along the West line of the Union Central Life Insurance Company Tract 182.8 feet, more or less, to the South line of Section 22;

Thence West 190.96 feet, more or less to the point of beginning.

EXCEPT the East 125 feet thereof.

ALSO EXCEPT all that portion lying south of a parallel line 50.00 feet north of the South line of Section 22 for road purposes of NE 18th Street.

Contains 8,445 square feet more or less.

PARCEL III

ALL that portion of PARCEL III as described in the Statutory Warranty Deed to the City of Vancouver, recorded February 2, 2010 under Auditor's File Number 4639369 records of Clark County, Washington, more particularly described as follows:

The East 125 feet of that portion of the Southwest quarter of the Southwest Quarter of Section 22, Township 2 North, Range 2 East of the Willamette Meridian in Clark County, Washington, described as follows;

Beginning at a point 1053.8 feet East of the Southwest corner of Section 22;

Thence North 1°24' East 182.8 feet;

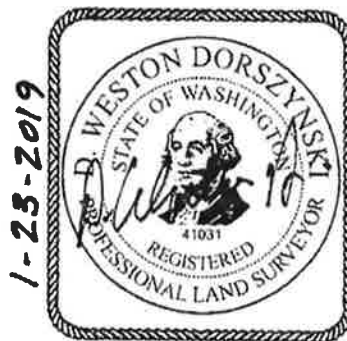
Thence East 190.96 feet, more or less, to the West line of the tract conveyed to the Union Central Life Insurance Company, a corporation by deed recorded in Book 234, Page 134, Clark County Deed Records;

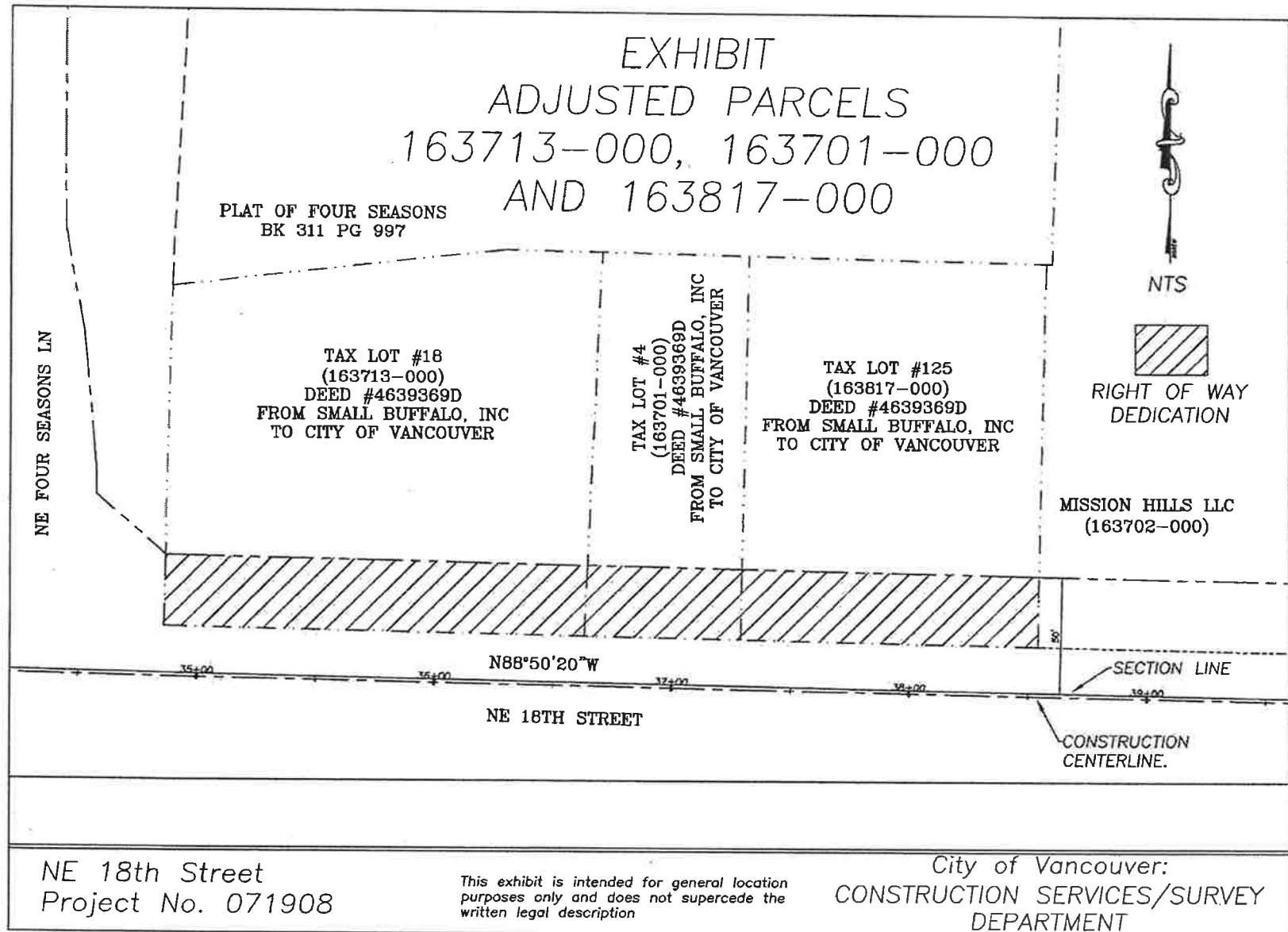
Thence South along the West line of said Union Central Life Insurance Company Tract 182.8 feet, more or less, to the South line of said Section 22;

Thence West 190.96 feet, more or less, to the point of beginning.

EXCEPT all that portion lying south of a parallel line 50.00 feet north of the South line of Section 22 for road purposes of NE 18th Street.

Contains 16,595 square feet more or less.





Declaration of Real Property as Surplus

10601 SE Mill Plain Boulevard (Parcel 110291-032)

VANCOUVER
CITY HALL



July 1, 2019

Vancouver City Council Public Hearing

Ryan Lopossa – Streets & Transportation Manager

Linda Carlson – Property Management Specialist

Presentation Overview

- Review of Mill Plain Boulevard Project
- Subject Property Proposed for Surplus
- Key Points
- Next Steps
- Questions and Discussion

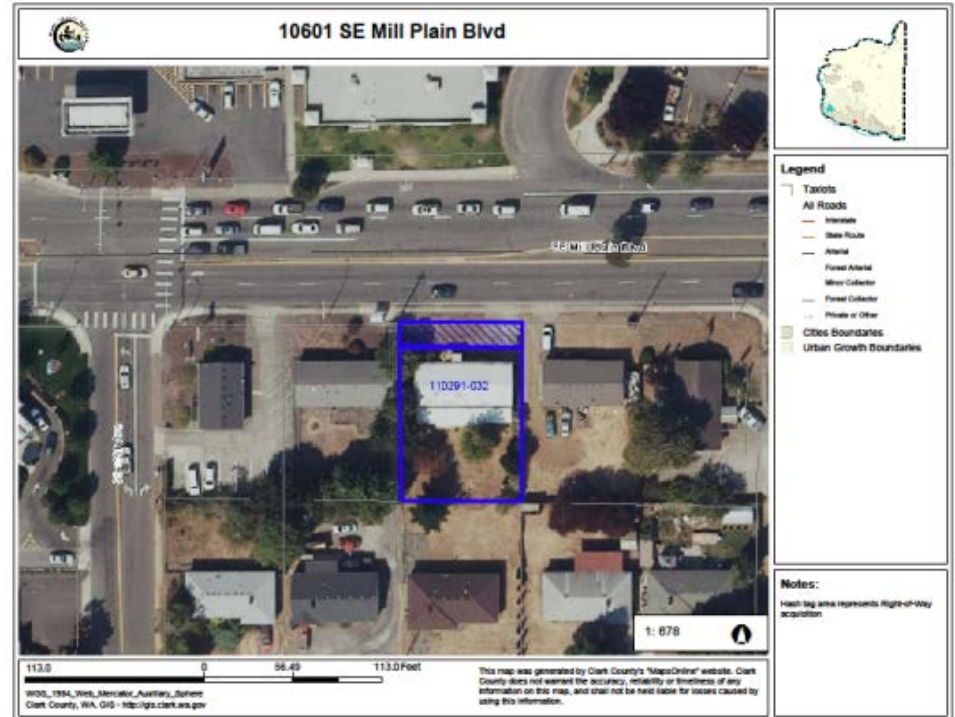
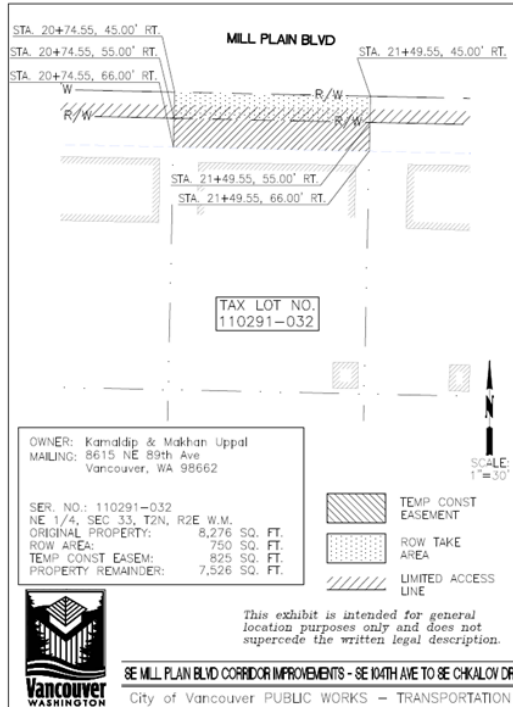
Review of Mill Plain Boulevard Project



Review of Mill Plain Boulevard Project



Subject Property Proposed for Surplus



Declaration of Real Property as Surplus 10601 SE Mill Plain Blvd. - 5

Key Points

- Mill Plain Boulevard improvement project ROW needs included acquisition of a 10' wide strip of property on Parcel 110291-032
- Due to proximity to I-205 on-ramps, WSDOT requires that access to the subject property from Mill Plain Boulevard be eliminated
- Loss of access creates significant impact to property, hence the City negotiated a full parcel acquisition of the subject property
- Staff is proposing to surplus the remaining portion of the parcel not required for the Mill Plain Boulevard improvement project
- Surplus property to be used in ROW negotiations with abutting property owner

Next Steps

- July 15, 2019 – City Council approval of disposition
- Complete ROW negotiations with abutting property owner

Questions and Discussion

Ryan Lopossa – Streets & Transportation Manager

360-487-7706

Linda Carlson – Property Management Specialist

360-487-8423



Declaration of Real Property as Surplus 10601 SE Mill Plain Blvd. - 8



Staff Report 094-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/1/2019

SUBJECT Declaration of Real Property as Surplus - 10601 SE Mill Plain Blvd.

Key Points

- The City acquired an entire parcel, Parcel 110291-032, as part of the Mill Plain (104th Ave to Chkalov) transportation improvement project.
- Only a small strip of Parcel 110291-032 is needed for the transportation project.
- Staff has determined that the remaining remnant is not needed for public use and seeks a resolution by Council declaring the remnant as surplus and establishing a means for its disposition.
- If Council declares the remnant surplus to the City's needs, on July 15, 2019, staff will seek approval to dispose of the remnant as part of a property exchange with an abutting property owner.
- The property exchange will offset the cost to the City of acquiring a portion of the abutting property owner's parcel, which is needed for the Mill Plain (104th Ave to Chkalov) transportation improvement project.

Strategic Plan Alignment

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

Present Situation

In 2017, the City of Vancouver approved a project for the improvement of SE Mill Plain Blvd – 104th Ave to Chkalov. The completion of this project has required the City to purchase easements, strips of land, and/or entire properties.

The City was required to purchase an entire parcel located at 10601 SE Mill Plain Blvd (Parcel #110291-032), even though the City only needed a portion of the parcel for right-of-way purposes. After dedicating a strip of the property as right-of-way, the remaining remnant was left without street access and the parcel became unusable in its current condition. Accordingly, City staff has

determined that the remnant cannot be used and is not needed by the City. The remnant, which is the property that is submitted for Council review as surplus, is described in a detailed report and shown on a map, which are attached ("Subject Property").

To complete the Mill Plain (104th Ave to Chkalov) transportation improvement project, the City must also acquire a portion of an abutting parcel to the east (Parcel #110291-030). The owner of parcel 110291-030 would like to acquire the Subject Property. City staff and the abutting property owner were able to negotiate an agreement, contingent on Council declaring the Subject Property as surplus and approving of its disposition, for the City to convey the subject property to the abutting property owner as partial compensation for the portion of parcel 110291-030 that is needed for right-of-way purposes. The abutting property owner will then combine the remaining remnants ("plottage") to compensate for the loss of access to the Subject Parcel. The fair market value for the Subject Parcel, taking into account loss of access and plottage fees, is \$55,500.

Declaration of surplus is the first of a two-step process in VMC 3.30 – Disposition of City-Owned Surplus Real Property, allowing the City to convey the subject property to an abutting property owner for its fair market value. The second step, disposition, will require a separate hearing, which is currently scheduled on July 15, 2019, and action prior to the proposed property exchange.

Advantage(s)

1. Declaring the property as surplus will allow for disposition action on July 15th for the remnant parcel that is not needed for transportation purposes
2. If Council later authorizes staff to convey the Subject Parcel as part of negotiated property exchange with an abutting property owner:
 - The value will offset the amount the City will pay the abutting property owner for property the City must acquire for the SE Mill Plain Blvd – 104th to Chkalov project.
 - The parcel will return to the tax rolls.
 - There will be a cost savings to the City in regard to property maintenance

Disadvantage(s)

None

Budget Impact

If disposition by property exchange is later authorized, the City will pay less for neighboring property that the City must acquire for the SE Mill Plain Blvd –104th Ave to Chkalov transportation improvement project.

Prior Council Review

None

Action Requested

On July 1, 2019, following a public hearing, adopt a resolution approving certain real property located at 10601 SE Mill Plain Blvd (Assessor parcel number 110291-032) as surplus.

Ryan Lopossa, Streets and Transportation Manager, 487-7706; Linda Carlson, Property Management Specialist, 487-8423

ATTACHMENTS:

- ▣ Surplus Property Report
- ▣ Resolution
- ▣ Legal Description/sketch - 10601 SE Mill Plain Blvd.
- ▣ Map - 10601 SE Mill Plain Blvd.

SURPLUS PROPERTY REPORT

July 1, 2019

The City of Vancouver is requesting that the parcel below (Subject Parcel) be declared as surplus property by the City as per Ordinance M-3923.

- This Subject Parcel (110291-032) is 7,782 square feet. This is an improved parcel zoned general commercial (GC) located at 10601 SE Mill Plain Blvd. A map designating exact location of the parcels is attached as Exhibit "A".
- The City of Vancouver recently purchased the Subject Parcel as part of the Mill Plain Blvd. – 104th Ave to Chkalov Project. It has been determined that future municipal use for this Subject Parcel is not needed for transportation purposes.
- Staff recommends that the Subject Parcel should be declared as surplus real property and that the Subject Parcel should be disposed of by a negotiated sale with the abutting property owner. This will put the parcel back on the tax rolls and decrease the City's maintenance responsibilities.
- To our knowledge, there are no deed restrictions on the Subject Parcel.
- Federal funds were used to acquire the Subject Parcel as part of the Mill Plain Blvd. – 104th Ave to Chkalov Project. Grant funding guidelines require that the sale proceeds be returned to the granting agency, or alternatively, applied to project that acquired the parcel.
- Staff recommends that the value of the Subject Parcel be used to offset the cost of proximity damages to another parcel that is needed for the Mill Plain Blvd. – 104th Ave to Chkalov Project. Staff has reached a settlement agreement with the property to the east of the Subject Parcel (parcel #110291-030) pending Council approval of surplus of the Subject Parcel on July 1st and disposition of Subject Parcel on July 15th. If approved by Council, the property owner to the east would receive ownership of the Subject Parcel as compensation for proximity damages to their parcel (parcel #110291-030).
- The current assessed value (\$205,900) does not reflect the loss of access due to the ROW dedication and cost to combine parcels ("Plottage") to re-gain any access, which have significantly decreased the marketability of this site.
- The fair market value for the Subject Parcel per appraisal is - \$55,000.

DATE: July 1, 2019

RESOLUTION NO. M- 4025

A RESOLUTION of the City of Vancouver declaring certain real property as surplus, and directing its disposal and the method of disposition.

WHEREAS, the City of Vancouver acquired the real property listed on the attached Exhibit A (“Subject Property”); and

WHEREAS, Council reviewed Staff Report No. 094-19 and the surplus property report related to this Subject Property; and

WHEREAS, Council held a public hearing on July 1, 2019, to consider the surplus status of the Subject Property and whether the Subject Property should be disposed of or retained; and

WHEREAS, the real property on Exhibit A is surplus to the needs of the City; and should be disposed of by means of a negotiated sale or property exchange.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The Subject Property is declared surplus to the needs of the City as described in Staff Report No. 094-19.

Section 2. The Subject Property shall be disposed of by means of negotiated sale or property exchange.

Section 3. The City of Vancouver Property Services Manager or designee is directed to prepare a proposal for disposition in compliance with this Resolution and Chapter 3.30 VMC.

ADOPTED at a Regular Meeting of the Vancouver City Council this 1st day of July, 2019.

Anne McEnery-Ogle, Mayor

Attest:

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

Approved as to form:

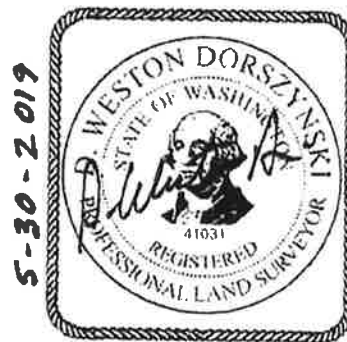
E. Bronson Potter, City Attorney

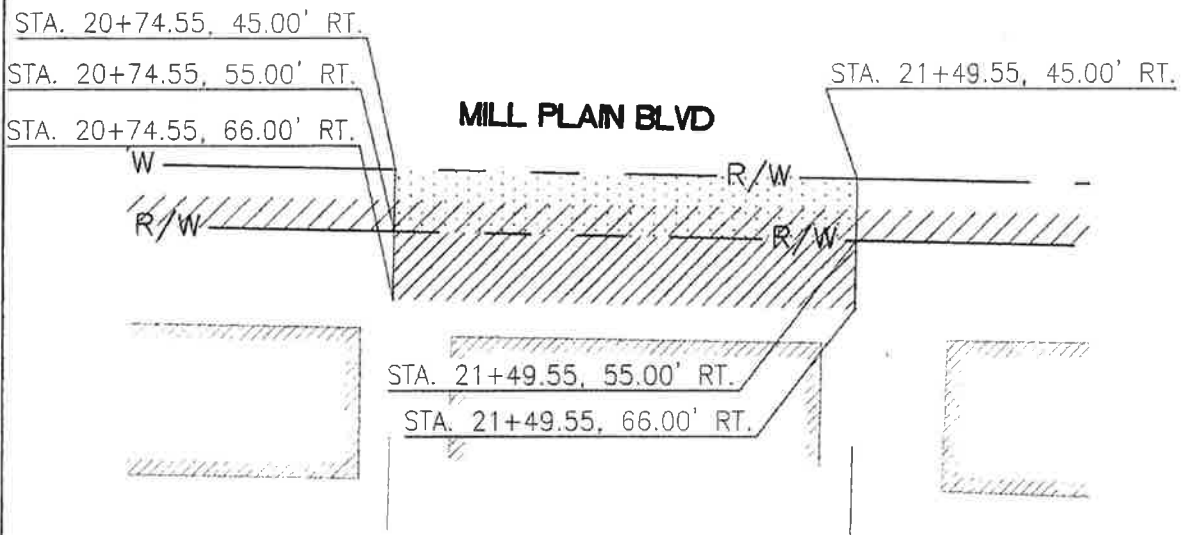
Legal Description
Tax Lot 110291032 – City of Vancouver

A tract of land lying in Lot 3, Block 2 of "Mill Plain Terrain", recorded in Subdivisions, Book F, Page 97, in the NE Quarter of Section 33, Township 2 North, Range 2 East, of the Willamette Meridian in Clark County, Washington, said tract being more particularly described as lying northerly of the following described line:

All that portion of said Lot 3 lying southerly of a line drawn 55.00 feet southerly of, when measured at right angles or radial to, the centerline of SE Mill Plain Boulevard as shown on Right-of-Way plans for the City of Vancouver Project 071223, plan approval dated 6-19-2015, revised Limited Access Area 5-3-2017.

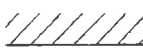
Contains 7782 square feet more or less.





OWNER: City of Vancouver
 MAILING: P.O. Box 1995
 Vancouver, WA 98668-1995

SER. NO.: 110291-032
 NE 1/4, SEC 33, T2N, R2E W.M.
 ORIGINAL PROPERTY: 8,532 SQ. FT.
 ROW AREA: 750 SQ. FT.
 TEMP CONST EASEM: 825 SQ. FT.
 PROPERTY REMAINDER: 7,782 SQ. FT.

 TEMP CONST EASEMENT
 ROW TAKE AREA
 LIMITED ACCESS LINE



This exhibit is intended for general location purposes only and does not supercede the written legal description.

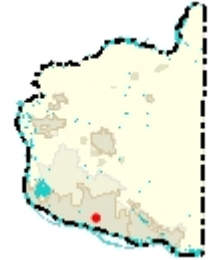
SE MILL PLAIN BLVD CORRIDOR IMPROVEMENTS - SE 104TH AVE TO SE CHKALOV DR

City of Vancouver PUBLIC WORKS - TRANSPORTATION

EXHIBITS.DWG 5/29/2019



10601 SE Mill Plain Blvd



Legend

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

Notes:

Hash tag area represents Right-of-Way acquisition

1: 678



113.0 0 56.49 113.0Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA. GIS - <http://gis.clark.wa.gov>

This map was generated by Clark County's "MapsOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information.



Staff Report 083-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/1/2019

SUBJECT 2019 First Supplemental Budget

Key Points

- Budget adjustments are made each year to reflect changes in revenues and expenditures that occur after the biennial budget is adopted.
- This supplemental budget includes a total expenditure adjustment of \$63.0 million in the City's Operating and Capital funds.
- The supplemental budget also includes a total increase of 14.4 FTEs.

Strategic Plan Alignment

N/A

Present Situation

Each year, budget adjustments must be made to reflect changes in revenues and expenses that occur after the budget is adopted by City Council. These adjustments can generally be categorized into the following areas:

- Corrections or administrative updates to the adopted 2019-2020 Biennial Budget.
- Activities and expenditures associated with new external revenues.
- Carry forward of projects not completed in the prior year.
- New items funded with unobligated and undesignated funds.

Budget amendments are recommended for the City's various funds as detailed in Attachment A of the Ordinance. The recommended expenditure appropriation adjustments for the City's Operating and Capital funds included in the 2019 First Supplemental Budget total \$63.0 million. Of the \$63.0 million expenditure increase, \$25.6 million is related to the Operating budget, and \$37.4 million relates to changes in the Capital budget and supporting transfers. The net impact on all City resources is a decrease of \$40.0 million to fund balances; the net impact on the General Fund is a \$2.1 million decrease to the fund balance.

The total Operating budget appropriation change in the General, Street and Fire (GSF) funds represents an increase of \$4.4 million. The remaining \$21.2 million increase relates to changes in other funds.

Appropriation adjustments in the City's GSF funds total increase of \$4.4 million include the following major items:

- New initiative requests of \$2.6 million include:
 - Appropriation of \$1.8 million related to new FTE requests or reclassifications of FTEs (detailed in Attachment B section below).
 - Appropriation of \$0.2 million for DECU computer and building upgrades.
 - A combined increased appropriation of \$0.1 million set aside for a community engagement strategy and a performing arts feasibility study.
 - A combined increase in Streets of \$0.1 million supporting vehicle reserve shortages.
- Cost neutral requests totaling \$0.7 million and funded by \$0.6 million in new external revenues:
 - A contribution from Share of \$0.2 million supporting the Navigation Center's services to provide homelessness services.
 - Numerous grants in Police totaling \$0.1 million and in Fire for \$0.4 million.
- Carry forwards and administrative adjustments totaling \$1.1 million include:
 - Numerous carry forward projects in CED totaling \$0.4 million for the downtown entry way projects, transportation system safety and plan updates, and other planning and strategy projects.
 - Streets carry forward of \$0.2 million for the salt storage building being used for winter weather events that has had various delays.

A total of \$21.2 million in appropriation increase relates to other operating City funds. Some of the major changes are summarized below:

- Budget true-up of \$3.9 million in the Streets Initiative Operating fund to increase the pavement management budget.
- Carry forward of \$8.9 million mainly related to \$4.7 million in the sewer operating fund for wastewater treatment and collection professional service contracts and other carry forward items.
- Carry forward of \$2.3 million in the affordable housing fund.
- Cost neutral requests of \$4.0 million, offset by revenue from a \$1.7 million pavement management grant, and in facilities for \$2.2 million for contract increases for janitorial and security services to reflect a different way of accounting for the contract costs.
- Adjustment in the Risk Management Fund of \$0.8 million to cover higher than originally anticipated actuarial costs and claims activity.
- Equipment services adjustments in 504 and 505 funds of \$0.7 million to extend 2.0 FTE limited term mechanic positions through 2020.

The total Capital Budget appropriation of \$37.4 million (including internal transfers) is included in the First Supplemental of 2019. Specific amendments by project are outlined in Attachment C to the ordinance. Following are some major projects included by functional area:

- General/Facilities major capital projects totaling \$1.2 million include the following:

- Carry forward/true-up projects totaling \$0.9 million.
- Small new projects totaling \$0.3 million.
- Parks capital of \$6.5 million for:
 - Carry forward/true-up projects totaling \$0.7 million.
 - New projects totaling \$5.8 million including \$5.2 million for Fenton Community Park, \$0.5 million for a neighborhood park in PIF district C, and \$0.2 million for Esther Short Park master planning for the playground upgrade and restroom replacement.
- Transportation project totaling \$13.7 million include:
 - Carry forward projects totaling \$5.0 million.
 - New projects totaling \$8.7 million mainly for SE 1st St – 164th to 192nd enhancements of \$7.8 million and \$0.9 million for Devine pedestrian improvements.
- Utility carry forwards and adjustments totaling \$7.7 million in Water, Sewer and Storm Water projects.

Attachment B of the ordinance outlines changes to FTEs. Due to the implementation of a new ERP system at the City, Workday, a need exists to true up position classification names in the budget documents to the actual job profiles in Workday. Those changes are captured in Attachment B. An increase of 14.4 FTEs is recommended in the First Supplemental of 2019 and are summarized below:

- 2.0 new FTEs to support Communications in the City Manager's Office.
- 1.0 new FTE Economic Development Director
- 1.0 new limited term Principal Planner for a three-year period to advise and advocate on regional transportation issues affecting Vancouver in Community and Economic Development (CED) department.
- 1.0 new FTE Senior Policy Advisor to support intergovernmental affairs and resiliency planning, reporting to the Assistant City Manager.
- 1.0 FTE to extend an Associate Planner in CED to support Transportation Demand Management programs through 2020.
- 2.0 new FTEs in Public Safety, each in Police and Fire respectively for Assistant Chief positions.
- 0.4 FTE increase to a current position in the Community Development Block Grants (CDBG), funded by the grant, bringing the FTE up to 1.0.
- 1.0 FTE to extend a limited term Customer Service Representative in the Building Fund through 2020.
- 2.0 FTEs to extend limited term mechanic positions in Equipment Services through 2020.
- 2.0 FTEs in Human Resources for limited term positions through 2020.
- Conversion of an existing 1.0 limited term Payroll FTE ending in 2019 into a permanent position of Accountant A in Financial and Management Services.

Advantage(s)

1. The proposed budget adjustments will ensure that the City remains in compliance with state statutes that require all City expenditures to have an appropriation approved by ordinance.
2. Appropriations are provided for important City programs, services, and capital projects.

Disadvantage(s)

Proposed supplemental recommends spending \$40.0 million across all funds, of that amount, \$2.1 million is utilizing the unassigned General Fund balance for one-time initiative funding.

Prior Council Review

Workshop - June 17, 2019

Action Requested

On July 1, 2019, subject to second reading and public hearing, approve ordinance.

Amanda Akers, Senior Budget Analyst, 487-8475

ATTACHMENTS:

- ▣ Ordinance
- ▣ Attachment A
- ▣ Attachment B
- ▣ Attachment C
- ▣ Attachment D

06/24/19
07/01/19

ORDINANCE M-_____

AN ORDINANCE relating to the 2019-2020 Biennial Budget and making various appropriations in various funds; declaring an emergency.

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Supplemental appropriations are needed to meet certain necessary expenditures to be incurred in 2019-2020 which were not and could not reasonably have been foreseen at the time of adoption of the 2019-2020 Budget. As required by RCW 35.34.120, there is hereby set forth in summary form the total adjustments of expenditure appropriations for each separate fund adjusted and the aggregate totals for all such funds combined, as set forth in Attachment "A" of this ordinance. Attachment "C" outlines specific capital projects included in the 2019-2020 City of Vancouver Capital Budget.

Section 2. That a total of net 14.40 full-time equivalent positions are added as identified in Attachment "B" to this ordinance. The position adjustments shall be made consistent with applicable civil service rules and personnel regulations.

Section 3. As reported in SR No. _____ the appropriations made in this ordinance are necessary to meet certain necessary expenditures that will be incurred in 2019-2020 which were not and could not reasonably have been foreseen at the time of adoption of the 2019-2020 Budget; an emergency is hereby declared, and this ordinance shall go into effect immediately upon final passage.

ORDINANCE - 1

Read first time:

Ayes: Councilmembers

Nay: Councilmembers

Absent: Councilmembers

Read second time:

PASSED BY THE FOLLOWING VOTE:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2019.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

E. Bronson Potter, City Attorney

ORDINANCE - 2

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE relating to the 2019-2020 Biennial Budget and making various appropriations in various funds; declaring an emergency. Supplemental appropriations are needed to meet certain necessary expenditures to be incurred in 2019-2020 which were not and could not reasonably have been foreseen at the time of adoption of the 2019-2020 Budget; providing for an immediate effective date.

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

ORDINANCE - 3

Budget Appropriation by Fund**2019 First
Supplemental****Operating Budget****General, Street, and Fire Funds**

General Fund	3,038,266
Street Fund	523,582
Fire Fund	814,420

Total General, Street, and Fire Funds	4,376,268
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Special Revenue Funds

Street Funding Initiative - Operating Fund	6,242,628
Drug Enforcement Fund	25,905
CED Grants	(51,196)
Tourism Fund	71,335
Affordable Housing	2,375,379
VNHR Properties	(15,000)
Fire Equipment Fund	332,829
Emergency Ambulance Services Contract Admin Fund	34,959

Capital Fund

Transportation Capital Fund	33,540
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Enterprise Funds

Surface Water Management Fund	250,408
Water Utility Fund	382,052
Sewer Utility Fund	4,732,336
Airport Fund	176,632
Building Inspection Fund	218,846
Solid Waste Fund	13,200
Parking Services Fund	473,980
Tennis Center Fund	(20,000)

Internal Service Funds

Equipment Services Operations Fund	282,490
Equipment Services Capital Fund	448,141
Computer Repair & Replacement	1,126,772
Grounds and Facilities Services Fund	2,353,301
Self-Insured Worker's Comp & Liability Fund	764,600
Internal Administrative Services Fund	519,591
Self-Insured Health Insurance Fund	60,000

Budget Appropriation by Fund**2019 First
Supplemental****Fiduciary Funds**

City/County Cable TV Fund	347,753
PEG Capital Support Fund	68,477

Total Other Funds Expense Budget	21,248,959
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Total Operating Expense Budget	25,625,227
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Capital Budget**Capital Project Funds**

Transportation Capital Fund	11,866,889
Street Funding Initiative - Capital Fund	1,830,968
Fire Acquisition Fund	328,262
Capital Improvement Fund	1,720,623
Parks Construction Fund (Capital Projects only)	6,520,178
Drainage Construction Fund	498,269
Water Construction Fund	3,033,089
Sewer Construction Fund	4,122,601
Airport	(832,500)

Total Capital Project Funds	29,088,379
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Budget Appropriation by Fund**2019 First
Supplemental****Capital Funding Transfers Supporting COV Capital Projects Budget**

General Fund	(253,000)
Street Funding Initiative Operating	10,000
Drug Enforcement Fund	40,769
Transportation Special Revenue Fund	1,373,889
REET 1 (2002 Special Revenue Fund)	27,457
VNHR Properties	15,000
Cascade TIF District	1,081,574
Pacific TIF District	436,500
Fire Fund	35,124
TIF - Vancouver	41,328
TIF - Orchards	46,550
TIF - Evergreen	195,254
TIF - East City (South County)	354,926
PIF - Acq District 1	44,948
PIF - Acq & Dev District 2	140,300
PIF - Acq & Dev District 3	105,411
PIF - Acq & Dev District 4	485,014
PIF - District A	130,052
PIF - District C	1,766,347
2011 Transportation Bond Capital Fund	51,684
Building Inspection Fund	152,324
Facilities Asset Mgmt and Replacement Reserve Fund	1,053,154
Transportation Benefit District	1,000,000
Total Transfers for Capital	8,334,605
Total Capital Expense Budget	37,422,984
Total Operating and Capital Expense Budget	63,048,211

Summary of FTE Changes

	2019 First Supplemental		Notes
	2019 FTE	2020 FTE	
001 General Fund			
City Attorney's Office			
Program Coordinator (Law)	1.75		Classification Clean-Up
Program Coordinator I	(1.75)		Classification Clean-Up
City Attorney's Office Total	0.00	0.00	
City Manager's Office			
Assistant City Manager	(1.00)		Classification Clean-Up
Communications Assistant	1.00		New FTE, Regular
Communications Director	1.00		Classification Clean-Up
Communications Manager	(1.00)		Classification Clean-Up
Communications Specialist	1.00		Classification Clean-Up
Community Relations Specialist	(1.00)		Classification Clean-Up
Cultural Services Manager	(1.00)		Classification Clean-Up
Deputy City Manager	1.00		Classification Clean-Up
Management Analyst B	1.00		Classification Clean-Up
Program & Policy Development Manager	(1.00)		Reclassification to Senior Program Administrator in Community Services
Senior Policy Advisor	1.00		New FTE, Regular
Strategic Communications Coordinator	1.00		New FTE, Regular
City Manager's Office Total	2.00	0.00	
Office of Community Services			New
Senior Program Administrator	1.00		Reclassification from Program & Policy Development Manager
Homeless Resource Manager	1.00		Reclassification from Homeless Response Coordinator, 2 YR Limited Term
Homeless Response Coordinator	(1.00)		Reclassification to Homeless Resource Manager, 2 YR Limited Term
Office of Community Services Total	1.00	0.00	
Community & Economic Development			
Associate Planner	0.00	1.00	Extend 1 YR Limited Term
Community and Economic Development Director	(1.00)		Classification Clean-Up
Community Development Director	1.00		Classification Clean-Up
Economic Development Director	1.00		New FTE, Regular
Economic Development Division Manager	1.00		Classification Clean-Up
Land Use Program Manager	1.00		Classification Clean-Up
Land Use Supervisor	(1.00)		Classification Clean-Up
Planner	(1.00)		Classification Clean-Up
Principal Planner	2.00		1 FTE Classification Clean-Up; 1 FTE 3 YR Limited Term
Support Specialist	(0.50)		Classification Clean-Up
Support Specialist II	0.50		Classification Clean-Up
Transportation Planning Manager	(1.00)		Classification Clean-Up
Community & Economic Development Total	2.00	1.00	
General Governmental			
City Council Member	(5.00)		Classification Clean-Up
Councilmember	5.00		Classification Clean-Up
Mayor	1.00		Classification Clean-Up
Mayor of Vancouver	(1.00)		Classification Clean-Up

Summary of FTE Changes

	2019 First Supplemental		Notes
	2019 FTE	2020 FTE	
General Governmental Total	0.00	0.00	
Parks & Recreation			
Business Manager	(1.00)		Classification Clean-Up
Communications Specialist	1.00		Classification Clean-Up
Community Relations Specialist	(2.00)		Classification Clean-Up
Computer Support Specialist	1.00		Classification Clean-Up
IT Technical Specialist	(1.00)		Classification Clean-Up
Management Analyst	(1.00)		Classification Clean-Up
Management Analyst B	1.00		Classification Clean-Up
Park Developer	1.00		Classification Clean-Up
Park Developer B	(1.00)		Classification Clean-Up
Recreation Coordinator C	3.50		Classification Clean-Up
Recreation Coordinator D	1.00		Classification Clean-Up
Recreation Services Manager	1.00		Classification Clean-Up
Recreation Specialist	(16.50)		Classification Clean-Up
Recreation Specialist B	12.00		Classification Clean-Up
Special Events Manager	1.00		Classification Clean-Up
Parks & Recreation Total	0.00	0.00	
Vancouver Police			
Administrative Assistant	1.00		Classification Clean-Up
Assistant Police Chief	1.00		New FTE, Regular
Computer Forensics Specialist	(2.00)		Classification Clean-Up
Digital Forensics Investigator	2.00		Classification Clean-Up
Evidence Coordinator	(1.00)		Reclassification to Evidence Supervisor
Evidence Supervisor	1.00		Reclassification from Evidence Coordinator
Lead Police Records Specialist	2.00		Classification Clean-Up
Lead Records Specialist	(3.00)		Classification Clean-Up
Management Analyst	(1.00)		Classification Clean-Up
Management Analyst B	1.00		Classification Clean-Up
Police Records Manager	1.00		Classification Clean-Up
Police Records Specialist	15.00		Classification Clean-Up
Police Records Supervisor	3.00		Classification Clean-Up
Procurement Specialist	(2.00)		Classification Clean-Up
Program Coordinator	1.00		Classification Clean-Up
Program Coordinator II	(1.00)		Classification Clean-Up
Public Information Officer	(1.00)		Classification Clean-Up
Records Manager	(1.00)		Classification Clean-Up
Records Specialist	(15.00)		Classification Clean-Up
Records Supervisor	(3.00)		Classification Clean-Up
Resources Service Technician	2.00		Classification Clean-Up
Senior Communications Specialist	1.00		Classification Clean-Up
Senior Computer Forensics Investigator	(1.00)		Classification Clean-Up
Senior Digital Forensics Investigator	1.00		Classification Clean-Up
Vancouver Police Total	1.00	0.00	
001 General Fund Total	6.00	1.00	
102 Street Fund			
Public Works			
Deputy Transportation Services Manager	(1.00)		Classification Clean-Up

Summary of FTE Changes

	2019 First Supplemental		Notes
	2019 FTE	2020 FTE	
Engineering Manager	1.00		Classification Clean-Up
Engineering Program Manager	1.00		Classification Clean-Up
Engineering Technician II	(1.00)		Classification Clean-Up
Maintenance Worker I	(1.00)		Classification Clean-Up
Maintenance Worker II - A	1.00		Classification Clean-Up
Operations Superintendent	(1.00)		Classification Clean-Up
Public Works Supervisor	1.00		Reclassified from Senior Traffic Engineer
Senior Engineering Technician	1.00		Classification Clean-Up
Senior Traffic Engineer	(1.00)		Reclassified to Public Works Supervisor
Streets and Transportation Manager	1.00		Classification Clean-Up
Traffic Engineering Manager	(1.00)		Classification Clean-Up
Traffic Signal Lead	(1.00)		Classification Clean-Up
Traffic Signal Technician Lead	1.00		Classification Clean-Up
102 Street Fund Total	0.00	0.00	
103 Street Funding Initiative - Operating Fund			
Public Works			
Ground Maintenance Worker II	(1.00)		Classification Clean-Up
Grounds Maintenance Specialist	(2.00)		Classification Clean-Up
Grounds Maintenance Specialist II	2.00		Classification Clean-Up
Maintenance Worker II	1.00		Classification Clean-Up
103 Street Funding Initiative - Operating Fund Total	0.00	0.00	
108 CED Grants Fund			
Community & Economic Development			
Rehabilitation Specialist	0.40		Increase FTE to 1.0; Regular
108 CED Grants Fund Total	0.40	0.00	
111 Affordable Housing Fund			
Community & Economic Development			
Assistant Planner	1.00		Classification Clean-Up
Associate Planner	(1.00)		Classification Clean-Up
111 Affordable Housing Fund Total	0.00	0.00	
151 Fire Fund			
Vancouver Fire			
Analyst	(1.00)		Classification Clean-Up
Deputy Fire Chief	1.00		New FTE, Regular
Fire Captain	(1.00)		Classification Clean-Up
Fire Captain Paramedic	1.00		Classification Clean-Up
Management Analyst	(1.00)		Classification Clean-Up
Management Analyst B	2.00		Classification Clean-Up
Procurement Specialist	(1.00)		Classification Clean-Up
Resource Service Technician	1.00		Classification Clean-Up
151 Fire Fund Total	1.00	0.00	
444 Surface Water Management Fund			
Public Works			
Grounds Maintenance Specialist	(2.00)		Classification Clean-Up
Grounds Maintenance Specialist II	2.00		Classification Clean-Up
Maintenance Worker I	(1.00)		Classification Clean-Up
Maintenance Worker II	1.00		Classification Clean-Up

Summary of FTE Changes

	2019 First Supplemental		Notes
	2019 FTE	2020 FTE	
Program Coordinator	3.00		Classification Clean-Up
Program Coordinator I	(3.00)		Classification Clean-Up
444 Surface Water Management Fund Total	0.00	0.00	
445 Water Utility Fund			
Public Works			
Analyst	(2.00)		Reclassified to Finance & Logistics Supervisor; Reclassified to Construction Project Coordinator
City Engineer	(1.00)		Classification Clean-Up
City Surveyor	1.00		Classification Clean-Up
Communications Specialist	1.00		Classification Clean-Up
Construction and Engineering Manager	1.00		Classification Clean-Up
Construction Inspection Specialist	3.00		Classification Clean-Up
Construction Inspector	(7.00)		Classification Clean-Up
Construction Inspector II	3.00		Classification Clean-Up
Construction Project Coordinator	1.00		Reclassified from Analyst
Customer Service Representative	(9.50)		Classification Clean-Up
Departmental Aide	0.25		Increase to existing FTE from vacancy in HR
Educator	(1.00)		Classification Clean-Up
Facilities Assistant	(1.00)		Classification Clean-Up
Facilities Assistant - WREC	1.00		Classification Clean-Up
Finance and Logistics Supervisor	1.00		Reclassified from Analyst Reclassified from Technical Engineering Supervisor
GIS Supervisor	1.00		Supervisor
Inspection Specialist	(3.00)		Classification Clean-Up
Lead Treatment Plant Operator	(1.00)		Classification Clean-Up
Lead Water Treatment Plant Operator	1.00		Classification Clean-Up
Professional Land Surveyor	(1.00)		Classification Clean-Up
Program Coordinator	1.00		Classification Clean-Up
Program Coordinator II	(1.00)		Classification Clean-Up
Senior Construction Inspector	4.00		Classification Clean-Up
Senior Customer Service Representative	(1.00)		Classification Clean-Up
Senior Utility Customer Service Representative	1.00		Classification Clean-Up
Technical Engineering Supervisor	(1.00)		Reclassified to GIS Supervisor
Utility Clerk	(0.50)		Classification Clean-Up
Utility Customer Service Representative	10.00		Classification Clean-Up
Water Quality Assistant	1.00		Classification Clean-Up
Water Treatment Plant Operator	(1.00)		Classification Clean-Up
445 Water Utility Fund Total	0.25	0.00	
475 Sewer Utility Fund			
Public Works			
Chemical Specialist	1.00		Classification Clean-Up
Grounds Chemical Specialist	(1.00)		Classification Clean-Up
475 Sewer Utility Fund Total	0.00	0.00	
483 Building Inspection Fund			
Community & Economic Development			
Analyst	(2.00)		Classification Clean-Up
Building Inspector II	0.00		Classification Clean-Up
Building Inspector III	1.00		Classification Clean-Up

Summary of FTE Changes

	2019 First Supplemental		Notes
	2019 FTE	2020 FTE	
Computer Support Specialist	1.00		Classification Clean-Up
Customer Service Representative	0.00	1.00	Extend 1 YR Limited Term
Financial Analyst	1.00		Classification Clean-Up
IT Technical Specialist	(1.00)		Classification Clean-Up
Lead Building Inspector	(1.00)		Classification Clean-Up
Management Analyst	(1.00)		Classification Clean-Up
Management Analyst A	1.00		Classification Clean-Up
Management Analyst B	1.00		Classification Clean-Up
Plans Examiner	(3.00)		Classification Clean-Up
Plans Examiner II	1.00		Classification Clean-Up
Plans Examiner III	1.00		Classification Clean-Up
Plans Examiner IV	1.00		Classification Clean-Up
483 Building Inspection Fund Total	0.00	1.00	
490 Solid Waste Fund			
Public Works			
Analyst B	(1.00)		Classification Clean-Up
Environmental Services Manager	1.00		Classification Clean-Up
Solid Waste Analyst	1.00		Classification Clean-Up
Solid Waste Manager	(1.00)		Classification Clean-Up
490 Solid Waste Fund Total	0.00	0.00	
491 Parking Services Fund			
Community & Economic Development			
Support Specialist	(0.50)		Classification Clean-Up
Support Specialist III	0.50		Classification Clean-Up
491 Parking Services Fund Total	0.00	0.00	
504 Equipment Services Operations Fund			
Public Works			
Analyst	(1.00)		Classification Clean-Up
Management Analyst B	1.00		Classification Clean-Up
Mechanic	0.00	2.00	Extend 1 YR Limited Term
504 Equipment Services Operations Fund Total	0.00	2.00	
508 Grounds and Facilities Services Fund			
Public Works			
Building Repair Specialist	(1.00)		Classification Clean-Up
Building Systems Technician	(1.00)		Classification Clean-Up
Electrician	1.00		Classification Clean-Up
Facilities Maintenance Specialist	(3.00)		Classification Clean-Up
Facilities Maintenance Specialist I	1.00		Classification Clean-Up
Facilities Maintenance Specialist II	3.00		Classification Clean-Up
Grounds Maintenance Specialist	(5.00)		Classification Clean-Up
Grounds Maintenance Specialist II	4.00		Classification Clean-Up
Maintenance Worker II	1.00		Classification Clean-Up
Property Management Specialist	1.00		Classification Clean-Up
Real Property Specialist	(1.00)		Classification Clean-Up
508 Grounds and Facilities Services Fund Total	0.00	0.00	
509 Self-Insured Worker's Comp & Liability Fund			
Human Resources			
Analyst	(1.00)		Classification Clean-Up

Summary of FTE Changes

	2019 First Supplemental		Notes
	2019 FTE	2020 FTE	
Loss Control Specialist	(1.00)		Classification Clean-Up
Management Analyst	(1.00)		Classification Clean-Up
Management Analyst B	1.00		Classification Clean-Up
Risk Analyst A	1.00		Classification Clean-Up
Safety Officer	1.00		Classification Clean-Up
Worker's Compensation Analyst	1.00		Classification Clean-Up
Workers Compensation Specialist	(1.00)		Classification Clean-Up
509 Self-Insured Worker's Comp & Liability Fund Total	0.00	0.00	
510 Internal Administrative Services Fund			
City Attorney's Office			
Assistant City Attorney II	(1.00)		Classification Clean-Up
Assistant City Attorney III	1.00		Classification Clean-Up
City Attorney's Office Total	0.00	0.00	
Financial Management Services			
Accountant	(6.00)		Classification Clean-Up 1.0 FTE Classification Cleanup, 1.0 FTE Reclassification from LT Payroll System Analyst
Accountant A	2.00	1.00	to Regular Accountant A
Accountant B	2.00		Classification Clean-Up
Accountant C	3.00		Classification Clean-Up
Analyst	(1.00)		Classification Clean-Up
Budget Analyst	(2.00)		Reclassification to Senior Budget Analyst
Chief Financial Officer	1.00		Classification Clean-Up
Financial and Management Services Director	(1.00)		Classification Clean-Up
Internal Auditor	1.00		Classification Clean-Up
Lead Records Specialist	(1.00)		Classification Clean-Up Reclassification from Payroll Systems Analyst LT
Payroll Systems Analyst	(1.00)		to Accountant A, Regular
Performance Analyst	(1.00)		Classification Clean-Up
Performance Analyst D	1.00		Classification Clean-Up
Procurement Specialist	(6.00)		Classification Clean-Up
Procurement Specialist B	3.00		Classification Clean-Up
Procurement Specialist C	1.00		Classification Clean-Up
Procurement Specialist D	2.00		Classification Clean-Up
Public Records Coordinator	(1.00)		Classification Clean-Up
Public Records Officer	1.00		Classification Clean-Up
Records Manager	(1.00)		Classification Clean-Up
Records Specialist	1.00		Classification Clean-Up
Records Supervisor	1.00		Classification Clean-Up
Senior Budget Analyst	2.00		Reclassification from Budget Analyst
Financial Management Services Total	0.00	1.00	
Human Resources			
Analyst	(1.00)		Classification Clean-Up Decrease to existing position, borrowed by Water fund
Departmental Aide	(0.25)		1.0 FTE Classification Clean-Up, 1.0 FTE New Limited Term through Dec. 2020
HRIS/Leave Analyst	2.00		

Summary of FTE Changes

	2019 First Supplemental		Notes
	2019 FTE	2020 FTE	
Human Resources Assistant	1.00		Reclassification from Limited Term Support Specialist III
Support Specialist II - NU	1.00		New Limited Term through Dec. 2020
Support Specialist III - NU	(1.00)		Reclassification to Regular Human Resources Assistant
Human Resources Total	1.75	0.00	
Information Technology			
Computer Support Specialist	(1.00)		Classification Clean-Up
Information Technology Director	1.00		Classification Clean-Up
Information Technology Services Manager	(1.00)		Classification Clean-Up
IT Systems Analyst	(3.75)		Classification Clean-Up
IT Systems Analyst C		(1.00)	Reclassification to IT System Analyst D
			4.75 FTE Classification Cleanup; 1.0
IT Systems Analyst D	4.75	1.00	Reclassification from IT Systems Analyst C
Information Technology Total	0.00	0.00	
510 Internal Administrative Services Fund Total	1.75	1.00	
City of Vancouver Total	9.40	5.00	

CAPITAL PROJECTS BY DEPARTMENT

	2019-20 Adopted Budget	2019 First Supplemental	Revised 2019- 2020 Budget	Notes
GENERAL CAPITAL PROJECTS				
VDA Public Art (funded by Columbia Art Center Reserve)	871,757	-	871,757	
Pearson Airport - Pavement Rehab Construction Project	1,815,000	(862,500)	952,500	True-Up of Baseline Budget
Pearson Airport - Capital Design Project	350,000	-	350,000	
Pearson Airport - Card Reader	-	30,000	30,000	New
Tower Mall Demolition	2,160,000	-	2,160,000	
Fire/Security Upgrades	279,230	-	279,230	
ADA Projects - 2018 Grant Award	-	200,000	200,000	Carry Forward
Facilities Contingency	302,400	-	302,400	
GGov - City Hall	410,000	-	410,000	
City Hall - Repaint and Seal Exterior Masonry	220,000	(220,000)	-	Reduction to project replaced by DDC System Replacement
City Hall Parking Lot Annex (former Petlock land)	279,750	50,000	329,750	Increase to Current Project
City Hall - HVAC Hydronic Pump Replacement	-	21,139	21,139	Carry Forward
City Hall - DDC System Replacement	-	220,000	220,000	New (Replaced priority so reduction of City Hall RePaint/Seal Exterior Masonry)
GGov - Historic Museum	195,000	-	195,000	
Historic Museum - Replace Concrete Entry Stairs	-	112,565	112,565	Carry Forward
Clark County Historic Museum (Dept of Commerce Grant)	-	177,976	177,976	Carry Forward
Covington House - HVAC Replacement	-	20,000	20,000	New
Navigation Center - HVAC Replacement	-	50,000	50,000	Carry Forward
Webber Machine Building	50,000	-	50,000	
Esther Short Park	60,000	-	60,000	
Firstenburg Community Center	1,785,000	-	1,785,000	
Luepke Senior Center	310,000	-	310,000	
Marine Park	120,000	-	120,000	
Marshall Community Center Generator Installation	732,113	-	732,113	
Fire Station 1	120,000	-	120,000	
Fire Station 2	3,000	-	3,000	
Fire Station 3	60,000	-	60,000	
Fire Station 4	248,340	-	248,340	
Fire Station 4 - Remodel Kitchen	-	67,361	67,361	Carry Forward
Fire Station 5	505,000	-	505,000	
Fire Station 7	170,000	-	170,000	
Fire Station 8	206,250	-	206,250	
Fire Station 9	335,000	-	335,000	
Fire Station 10	135,000	-	135,000	
Fire Station 11 Development	10,179,099	260,901	10,440,000	Carry Forward
Fire Capital Contingency	53,000	-	53,000	
VPD East Precinct	1,015,000	-	1,015,000	
VPD East - Replace Roof	-	55,375	55,375	Carry Forward
VPD Evidence	275,000	-	275,000	
VPD Evidence - Replace Roof and Repair Leaks at NE Corner	-	60,774	60,774	Carry Forward
VPD Headquarters	270,000	-	270,000	
VPD West Precinct	1,190,000	-	1,190,000	
VPD West - Seal/Re-Stripe Parking Lot	-	771,064	771,064	Carry Forward
VPD West - Replace Evidence Lockers	-	40,769	40,769	New
Operations Center Redevelopment	2,661,632	160,961	2,822,593	Carry Forward
Interfund Charges	50,672	-	50,672	
Total General Capital Construction Projects	27,417,243	1,216,385	28,633,628	
PARKS CAPITAL PROJECTS				
City Park Capital Repair	12,588	(1,131)	11,457	True-Up of Baseline Budget
Columbia Waterfront Park Development	-	335,001	335,001	Carry Forward
Sportsfield Improvements	117,411	(802)	116,609	True-Up of Baseline Budget
First Place Park Playground	460,196	94,048	554,244	Carry Forward
North Image NH Park Expansion	2,194,897	-	2,194,897	
Parks Operations & Maintenance	600,000	-	600,000	
Marshall Park Inclusive Nature Play for All	37,500	16,000	53,500	Carry Forward
Edgewood Park ADA Improvements - 2018 Grant Award	100,000	-	100,000	
Fruit Valley Park ADA Improvements - 2018 Grant Award	-	8,000	8,000	Carry Forward
Waterworks Park ADA Improvements - 2018 Grant Award	-	3,000	3,000	Carry Forward
Memory/Mill Plain Park ADA Improvements - 2018 Grant Award	15,000	-	15,000	
General Anderson Park ADA Improvements - 2018 Grant Award	175,000	-	175,000	
Oakbrook Park ADA Improvements - 2018 Grant Award	-	25,000	25,000	Carry Forward
Burnt Bridge Creek Park ADA Improvements - 2018 Grant Award	85,000	-	85,000	
Hearthwood Park ADA Improvements - 2018 Grant Award	80,000	17,000	97,000	Carry Forward
Heritage Park ADA Improvements - 2018 Grant Award	18,000	-	18,000	

CAPITAL PROJECTS BY DEPARTMENT

	2019-20 Adopted Budget	2019 First Supplemental	Revised 2019-2020 Budget	Notes
Esther Short Park ADA Improvements - 2018 Grant Award	30,000	15,000	45,000	Carry Forward
Acquisition - District 2	309,500	-	309,500	
Acquisition - District 3	73,172	-	73,172	
Acquisition - District 4	2,703,100	-	2,703,100	
George & Hazel Stein NH Park (Tanglewood)	-	136,829	136,829	Carry Forward
Shaffer COM Expansion	93,687	-	93,687	
Clear Meadows Park	298,971	25,000	323,971	Carry Forward
Summers Walk Park	300,000	10,000	310,000	Carry Forward
Dubois Park	590,000	19,000	609,000	Carry Forward
N4-2 Park	300,000	450,000	750,000	New
District C Community Park (Fenton)	-	5,193,233	5,193,233	New
Esther Short Park Master Plan	-	175,000	175,000	New
Interfund Charges	88,018	-	88,018	
Total Parks Capital Projects	8,682,040	6,520,178	15,202,218	

TRANSPORTATION/STREETS CAPITAL PROJECTS

Mill Plain Blvd - 104th to NE Chkalov Dr.	3,000,000	-	3,000,000	
SE 20th St at 176th AVE & 183rd AVE	19,840	-	19,840	
SE Hearthwood & SE 1st St	287,576	304,190	591,766	Carry Forward
Vancouver Waterfront Access Project	700,000	-	700,000	
SE 20th Street Median	24,000	-	24,000	
137th Ave Corridor - 49th to Fourth Plain	3,854,096	1,239,088	5,093,184	Carry Forward
Van Mall Drive Ext - Andresen to NE 66th Ave	-	37,536	37,536	Carry Forward
NE 82nd Ave - NE 51st St to NE 54th St	-	9,014	9,014	Carry Forward
Jefferson St - Evergreen to Mill Plain	-	859,716	859,716	Carry Forward
NE St Johns Rd & 68th Av	17,630	-	17,630	
Mill Plain Blvd Arrival on Green Improvement Project	97,600	-	97,600	
Norris and 4th Plain Signal Improvement	333,238	403,806	737,044	Carry Forward
LED Street Light Retrofit	4,815,500	-	4,815,500	
Evergreen Highway Trail Phase II	48,160	50,561	98,721	Carry Forward
Evergreen Trail - Chelsea to Image	140,000	192,343	332,343	Carry Forward
Fort Vancouver/McLoughlin Sidewalk Infill and Hawk Signal	25,000	522,132	547,132	Carry Forward
SE 1st St - 164th to 192nd	425,000	7,813,783	8,238,783	New
NE 18th St - NE Four Seasons Ln to NE 136th Ave	20,000	434,720	454,720	Carry Forward
NE 18th St - 97th Ave to 107th Ave	3,168,240	-	3,168,240	
Debt	127,349	-	127,349	
Interfund Charges	275,278	-	275,278	
Street Initiatives Capital Projects			-	
32nd Avenue Extension Feasibility Study	120,000	66,328	186,328	Carry Forward
Traffic Signal and Lighting Sustainability	1,133,480	382,901	1,516,381	Carry Forward
NE 192nd Ave and 13th St Signal Improvement	-	130,000	130,000	New
Multimodal Safety and Accessibility Program	1,451,536	-	1,451,536	
NE 112th Ave Sidewalk - Chkalov St to 9th St	150,000	26,854	176,854	Carry Forward
NE 68th Street Sidewalk - City limits to St Johns	-	90,000	90,000	New
Columbia Street Retrofit - NW 45th St to Columbia Way	100,000	-	100,000	
NTSA REET Administration - Fund 331	20,000	5,794	25,794	Carry Forward
2017 Neighborhood Traffic Management Program	-	230,392	230,392	Carry Forward
2018 Neighborhood Traffic Management Program	200,000	70,000	270,000	Carry Forward
Non-Programmed Safety (fund 331)	200,000	128,699	328,699	Carry Forward
NW Neighborhood Connectivity (NW 43rd Street to NW 53rd Street_Lincoln Sidewalks)	100,000	-	100,000	
2019 Neighborhood Traffic Management Program	270,000	-	270,000	
2020 Neighborhood Traffic Management Program	270,000	-	270,000	
McLoughlin Boulevard Complete Streets Improvements	-	200,000	200,000	Capital - New
Macarthur Boulevard Complete Streets Improvements	-	300,000	300,000	Capital - New
SE Tech Center Dr Bike Detection and Traffic Calming on SE 168th Ave	-	200,000	200,000	Capital - New
Interfund Charges	10,042	-	10,042	
Total Transportation Capital	21,403,565	13,697,857	35,101,422	

SEWER CAPITAL PROJECTS**SCIP Projects**

Demand Response - SCIP	500,000	-	500,000	
Evergreen Airpark North (30 homes)	30,000	-	30,000	
Premier Access (70 homes)	2,142	-	2,142	
Evergreen Estates SCIP (99 homes)	700,000	416,000	1,116,000	Carry Forward
Evergreen Highlands	150,000	-	150,000	
Fruit Lawn	400,000	-	400,000	
East Vancouver Ph 1 SCIP	550,000	585,283	1,135,283	Carry Forward

CAPITAL PROJECTS BY DEPARTMENT

	2019-20 Adopted Budget	2019 First Supplemental	Revised 2019-2020 Budget	Notes
West Vancouver SCIP (216 homes)	3,086,360	(200,000)	2,886,360	Reduction to Baseline
East Vancouver - North(392 Parcels)	3,000,000	-	3,000,000	
Central Vancouver - North SCIP(344 Parcels)	-	100,000	100,000	Carry Forward
Evergreen Hwy - Ellsworth to 112th Ave (8 Homes)	4,988	238,633	243,621	Carry Forward
SE 23rd Street SCIP (8 lots)	-	144,475	144,475	Carry Forward
Total SCIP Projects	8,423,490	1,284,391	9,707,881	
Collection & Treatment Projects				
CP&C Gravity Thickener - 2 Coatings	-	202,476	202,476	Carry Forward
Standby Power	-	33,211	33,211	Carry Forward
Biddle Way Trunk E3A Realignment	-	246,669	246,669	Carry Forward
Andresen Diversion Gate Valve	100,000	-	100,000	
IR - Interceptor Rehabilitation	2,300,000	748,252	3,048,252	Carry Forward
Wye Rehabilitation Phase 2	221,846	80,648	302,494	Carry Forward
Basin A-20-1 & Force Main Relocation(59th Street)	160,000	-	160,000	
NE 137th Avenue, 49th to Fourth Plain	250,000	-	250,000	
Capital Preservation - Collection System	2,500,000	211,902	2,711,902	Carry Forward
63rd St Pump Station Re-build / Relocate	1,300,000	251,400	1,551,400	Carry Forward
SE 1st St, 164th to 192nd Ave Design	60,000	-	60,000	
NE 137th Ave - 49th to Fourth Plain	430,000	-	430,000	
Mill Plain - SE 102nd Ave to Chaklov	60,000	-	60,000	
Lagoon Aeration Upgrade	1,500,000	-	1,500,000	
FBF Heat Exchanger Equipment Replacement	700,000	-	700,000	
Lagoon Blower Upgrade	300,000	-	300,000	
Burnt Bridge Creek Pump Station Upgrade	400,000	-	400,000	
Aeration Membrane Upgrade	35,000	-	35,000	
Capital Preservation and Compliance	900,000	(100,000)	800,000	Reduction to Baseline
CP&C 4 Multi Coating Projects	35,000	-	35,000	
Process Controls Electronics	9,417,976	941,569	10,359,545	Carry Forward
Central Vancouver South Ph 1	200,000	224,553	424,553	Carry Forward
Air Gap/City Water Protection	-	128,562	128,562	Carry Forward
NE 152nd Ave at NE 43rd St - Sewer Realignment	150,000	453,187	603,187	Carry Forward
Southside Interceptor Rehab PH 1	2,600,000	78,538	2,678,538	Carry Forward
Wastewater Collection SCADA	300,000	-	300,000	
Lagoon Upgrade Engineering Design	286,920	-	286,920	
Westside FBF Heat Exchanger Replacement	-	362,243	362,243	Carry Forward
Westside Electrical Upgrade Design	3,500,000	(1,100,000)	2,400,000	Reduction to Baseline
SE 164th Ave Rehab	800,000	-	800,000	
G2-1 Trunk Interceptor Rehab	130,000	-	130,000	
Southside Interceptor Rehab Ph 2	2,800,000	-	2,800,000	
Southside Interceptor Rehab Ph 3	200,000	-	200,000	
Marine Park Blower	400,000	-	400,000	
Westside Blower	400,000	-	400,000	
A-20 Sewer Manhole Rehabilitation	-	75,000	75,000	Carry Forward
Debt Service	934,000	-	934,000	
Interfund Charges	73,934	-	73,934	
Total Collection & Treatment Projects	33,444,676	2,838,210	36,282,886	
Total Sewer Capital Projects	41,868,166	4,122,601	45,990,767	

SURFACE WATER CAPITAL PROJECTS

WDOT Fee Projects 2005-2006 ongoing	468,000	-	468,000	
Stormwater Retrofits-Demand Response	210,000	-	210,000	
NE 162nd Ave. WQ Treatments	50,000	-	50,000	
Brookside Operations Stormwater Retrofit	-	498,269	498,269	Carry Forward
Design Grant - Burton Channel Retrofits	189,000	-	189,000	
Central Fourth Plain	70,000	-	70,000	
Fruit Valley Rd (Design)	30,000	-	30,000	
Primrose Court DS#105	23,000	-	23,000	
Lower Grand Area Green Street (Future Grant List)	1,100,000	-	1,100,000	
Columbia Slope Culvert - Mill Creek	544,309	-	544,309	
Columbia Slope Culvert - Chelsea	145,000	-	145,000	
SE 17th Street Outfall	15,000	-	15,000	
Stormwater Retrofits-Demand Response (Drainage Problems)	505,192	-	505,192	
NE Ross Street LID Retrofit	40,000	-	40,000	
Expanded Private Stormwater Facility Inspection Program Grant	131,000	-	131,000	
NPDES TMDL Watershed Health & Water Quality Monitoring	318,000	-	318,000	
NE Fourth Plain(123rd-131st South) Water Quality Retrofits - Grant	271,000	-	271,000	
East Orchards Fourth Plain Water Quality Retrofits - Grant	273,000	-	273,000	
Blandford Drive Subbasins LID Retrofits - Grant	45,000	-	45,000	

CAPITAL PROJECTS BY DEPARTMENT

	2019-20 Adopted Budget	2019 First Supplemental	Revised 2019-2020 Budget	Notes
Re-evaluation and Assessment	120,000	-	120,000	
2018 Stormwater Capacity Grant	34,273	-	34,273	
Interfund Charges	106,360	-	106,360	
Total Drainage Capital Projects	4,688,134	498,269	5,186,403	

WATER CAPITAL PROJECTS

PRV Flowmeters/Scada System Connections	114,652	-	114,652	
Water Station 1 Standby Power Booster Station	-	178,444	178,444	Carry Forward
Port Water System Upgrade	300,000	285,197	585,197	Carry Forward
Bunch Plastic - 4th Plain & 103rd Ave	-	29,525	29,525	Carry Forward
Water Rights Utilization Study WS 6,8,15	60,000	103,515	163,515	Carry Forward
Water Works Park 3.0 MG Reservoir and Seismic Upgrade	18,980,000	-	18,980,000	
Water Pump house Roofing Replacement	200,000	-	200,000	
Operations Center Redevelopment	6,229,080	-	6,229,080	
SDADA System Upgrade (2015-2018)	-	262,000	262,000	Carry Forward
Exploration for New Water Source	-	50,000	50,000	Carry Forward
Sodium Hypo Gen System Ellsworth	750,000	-	750,000	
Sodium Hypo Gen System WS 9	1,300,000	65,261	1,365,261	Carry Forward
Water Tower 5,6,7 Seismic Improvements	55,000	-	55,000	
WS 5 Reservoir, Pump, E-Power	1,030,000	-	1,030,000	
Water Station 5 Master Plan	-	257,757	257,757	Carry Forward
Sodium Hypo Gen System WS 15	400,000	-	400,000	
Water Station 4 Well 4 Building Replacement	400,000	-	400,000	
WS 5 Tower Internal Coating	500,000	-	500,000	
WS 6 Tower Internal/External Coating	1,000,000	-	1,000,000	
Water Demand Response	600,000	-	600,000	
Broadway - 9th St to 17th St	730,000	86,007	816,007	Carry Forward
WS 5 to WS 9 Transmission Main	3,500,000	964,001	4,464,001	Carry Forward
WS 5 Tank Altitude Valve	120,000	-	120,000	
99th St Extension, 94th Ave to 104th Ave County	20,000	-	20,000	
Leak Abatement	1,200,000	-	1,200,000	
SCIP Coordination Projects	200,000	-	200,000	
Rezone Study for Vancouver Low and Vancouver High	50,000	-	50,000	
O & M Program Electronic Manual	300,000	-	300,000	
41st St and 43rd St. Lincoln Ave. To Daniels St	740,000	-	740,000	
4th Plain Blvd., 36th Ave to Lincoln Ave.(T-3)	2,350,000	-	2,350,000	
107th Ave - NE 76th St to NE 81st Way	-	267,458	267,458	Carry Forward
Evergreen Hwy - Ellsworth East	-	208,328	208,328	Carry Forward
8th St and Hill St	-	54,215	54,215	Carry Forward
Water Station 5 Reservoir Drain	40,000	65,961	105,961	Carry Forward
WS 14 Well MCC Replacement	110,000	-	110,000	
Ellsworth Valve Replacement	110,000	-	110,000	
SCADA Firewall/Security/Data Concent/PLC So	716,000	-	716,000	
SCADA Software	53,000	-	53,000	
Water Main NE 49th St-NE 15th Ave to St Johns	100,000	-	100,000	
SE 1st St - Transportation Coordination	360,000	-	360,000	
SE INC Water Service	-	56,420	56,420	Carry Forward
NE 117th Ave Mixed Use Oversized Main	-	99,000	99,000	Carry Forward
Interfund Charges	95,210	-	95,210	
Total Water Projects	42,712,942	3,033,089	45,746,031	

CAPITAL PROJECTS SUMMARY

General Capital	27,417,243	1,216,385	28,633,628
Parks	8,682,040	6,520,178	15,202,218
Transportation/Streets	21,403,565	13,697,857	35,101,422
Sewer	41,868,166	4,122,601	45,990,767
Surface Water	4,688,134	498,269	5,186,403
Water	42,712,942	3,033,089	45,746,031
Total Capital Projects	146,772,090	29,088,379	175,860,469

2019 Non-Union, Non-Exempt Salary Schedule

Range	Positions	Low		Mid		High	
		Monthly	Annual	Monthly	Annual	Monthly	Annual
13	Senior Digital Forensics Investigator	\$6,400	\$76,800	\$7,200	\$86,400	\$8,000	\$96,000
12		\$6,082	\$72,984	\$6,842	\$82,098	\$7,601	\$91,212
11	Lead Computer Support Specialist Senior Computer Support Specialist	\$5,777	\$69,324	\$6,499	\$77,982	\$7,220	\$86,640
10	Digital Forensics Investigator Neighborhood Coordinator Procurement Specialist C Solid Waste Analyst	\$5,503	\$66,036	\$6,190	\$74,280	\$6,877	\$82,524
9	Accountant B Citizen Liaison Communications Specialist Computer Support Specialist Educator Help Desk Specialist Web Content Manager	\$5,229	\$62,748	\$5,882	\$70,578	\$6,534	\$78,408
8	Assistant to the City Council Material Control Coordinator - NU Procurement Specialist B Video Producer	\$4,967	\$59,604	\$5,588	\$67,050	\$6,208	\$74,496
7	Administrative Assistant - NU Assistant Planner Human Resources Assistant Legal Assistant Management Analyst A Program Coordinator - NU Risk Analyst A Video Services Coordinator	\$4,717	\$56,604	\$5,307	\$63,684	\$5,897	\$70,764
6	Accountant A Communications Coordinator	\$4,482	\$53,784	\$5,043	\$60,510	\$5,603	\$67,236
5	Procurement Specialist Resources Services Technician	\$4,257	\$51,084	\$4,789	\$57,468	\$5,321	\$63,852
4	Communications Assistant IT Technical Specialist A Support Specialist III Volunteer Program Assistant	\$4,044	\$48,528	\$4,550	\$54,600	\$5,056	\$60,672
3		\$3,834	\$46,008	\$4,313	\$51,750	\$4,791	\$57,492
2	Support Specialist II	\$3,649	\$43,788	\$4,107	\$49,278	\$4,564	\$54,768
1		\$3,467	\$41,604	\$3,901	\$46,812	\$4,335	\$52,020
	Departmental Aide	\$2,253	\$27,040	\$2,513	\$30,160	\$2,773	\$33,280

2019 Non-Union Exempt Salary Schedule

Range	Positions	Low		Mid		High	
		Monthly	Annual	Monthly	Annual	Monthly	Annual
23	City Attorney Fire Chief Police Chief	\$13,587	\$163,044	\$15,629	\$187,542	\$17,670	\$212,040
22	Public Works Director	\$12,940	\$155,280	\$14,884	\$178,608	\$16,828	\$201,936
21	Chief Financial Officer Community Development Director Economic Development Director Human Resources Director Information Technology Director Parks and Recreation Director	\$12,324	\$147,888	\$14,176	\$170,106	\$16,027	\$192,324
20	Assistant Police Chief Deputy Fire Chief	\$11,737	\$140,844	\$13,501	\$162,006	\$15,264	\$183,168
19	Chief Assistant City Attorney	\$11,180	\$134,160	\$12,858	\$154,296	\$14,536	\$174,432
18		\$10,627	\$127,524	\$12,221	\$146,652	\$13,815	\$167,780
17	Construction and Engineering Manager Deputy Finance Director Deputy Human Resources Director Operations Manager Streets and Transportation Manager	\$10,095	\$121,140	\$11,610	\$139,320	\$13,125	\$157,500
16	Assistant City Attorney III City Prosecutor Communications Director Fire Marshal IT Application Services Manager IT Technical Services Manager Program and Policy Development Manager	\$9,592	\$115,104	\$11,030	\$132,360	\$12,468	\$149,616
15	Development Review Division Manager Economic Development Division Manager Recreation Services Manager	\$9,111	\$109,332	\$10,478	\$125,730	\$11,844	\$142,128
14	Assistant City Attorney II Treasurer	\$8,656	\$103,872	\$9,955	\$119,454	\$11,253	\$135,036
13	Accounting Manager Building Official Engineering Program Manager Finance and Asset Manager Procurement Manager Utility Engineering Program Manager Senior Program Administrator	\$8,224	\$98,688	\$9,458	\$113,496	\$10,692	\$128,304
12	Emergency Preparedness Manager Risk and Safety Manager Senior Civil Engineer Airport Manager Senior Traffic Engineer Homeless Resource Manager Transportation Policy Advisor	\$7,813	\$93,756	\$8,985	\$107,820	\$10,157	\$121,884
11	Assistant Building Official City Surveyor Community Development Manager Environmental Services Manager Equipment Superintendent Facilities Superintendent IT Systems Analyst D Long Range Planning Program Manager Operations Superintendent Utilities Administration Manager Assistant Fire Marshal	\$7,422	\$89,064	\$8,535	\$102,420	\$9,648	\$115,776

Range	Positions	Low		Mid		High	
		Monthly	Annual	Monthly	Annual	Monthly	Annual
10	Capital Projects Manager Land Use Program Manager Performance Analyst D Principal Planner Senior Policy Advisor	\$7,050	\$84,600	\$8,109	\$97,302	\$9,167	\$110,004
9	Benefits Analyst Business Intelligence Analyst Civil Engineer IT Systems Analyst C Parking Manager Recreation Facility Manager Traffic Engineer Video Services Manager Water Resource Manager GIS Supervisor Senior Budget Analyst Professional Land Surveyor	\$6,698	\$80,376	\$7,703	\$92,436	\$8,708	\$104,496
8	Internal Auditor Assistant City Attorney I Environmental Scientist Employee and Labor Relations Analyst Financial Analyst IT Systems Analyst B Police Records Manager Property Management Specialist Senior Financial Analyst Senior Planner Training and Development Specialist Workers' Compensation Specialist	\$6,362	\$76,344	\$7,317	\$87,798	\$8,271	\$99,252
7	Airport Manager Associate Civil Engineer Budget Analyst Community Relations Specialist C Emergency Equipment Supervisor EMS Program Administrator Equipment Mechanic Supervisor Finance and Logistics Supervisor Management Analyst B Permit Center Supervisor Risk Analyst Safety Officer Senior Park Developer Strategic Communications Coordinator Senior Communications Specialist Technical Engineering Supervisor Traffic Engineer Worker's Compensation Analyst	\$6,045	\$72,540	\$6,952	\$83,424	\$7,859	\$94,308
6	Classification and Compensation Analyst CTR Coordinator Finance Supervisor II Financial Analyst HRIS and Leave Analyst Management Analyst B Recreation Services Supervisor Safety Coordinator Solid Waste Supervisor Special Events Manager Urban Forester Volunteer Coordinator Accountant C	\$5,742	\$68,904	\$6,604	\$79,242	\$7,465	\$89,580

Range	Positions	Low		Mid		High	
		Monthly	Annual	Monthly	Annual	Monthly	Annual
5	Associate Planner Park Developer Procurement Specialist D Utility Service Supervisor	\$5,456	\$65,472	\$6,274	\$75,288	\$7,092	\$85,104
4	Administrative Assistant to the City Manager CDBG Coordinator Evidence Supervisor IT Systems Analyst A Police Records Supervisor Senior Legal Assistant Records Supervisor	\$5,184	\$62,208	\$5,961	\$71,526	\$6,737	\$80,844
3	Loss Control Specialist	\$4,924	\$59,088	\$5,662	\$67,944	\$6,400	\$76,800
2	Construction Project Coordinator	\$4,677	\$56,124	\$5,379	\$64,542	\$6,080	\$72,960
1	Parking Supervisor	\$4,312	\$51,744	\$4,960	\$59,514	\$5,607	\$67,284



Staff Report 082-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/1/2019

SUBJECT Creation of Culture, Arts & Heritage Commission as a Public Development Authority

Key Points

- On April 16, 2018, the City Council adopted a new Culture, Art & Heritage Plan.
- In the 2019-2020 biennial budget, the Council adopted \$400,000 per year to support the implementation of the plan including appointment of a new Culture, Arts & Heritage Commission.
- The City Council is being asked to approve an ordinance, charter and bylaws creating a new Culture, Arts & Heritage Commission as a public development authority.

Strategic Plan Alignment

Goal 5: Continue to build high quality historical and cultural experiences for residents and visitors.

Goal 5, Objective 5.2: Build a vibrant, regionally recognized arts and cultural community.

Present Situation

On April 16, 2018, the City Council adopted a new Culture, Art & Heritage Plan, the City's first in 25 years. The plan includes hiring a full-time Cultural Services Manager, appointing a new Culture, Arts & Heritage Commission, restoring the Cultural Grant program, developing a public art program and actualizing the existing downtown Arts District.

In the 2019-2020 biennial budget, the Council adopted \$400,000 per year to support the implementation of the plan including appointment of the new Culture, Arts & Heritage Commission. This funding is limited term for the duration of the current biennium. The Council appropriated these funds on a limited term basis in anticipation of establishing permanent, ongoing dedicated funding for the program as part of the larger Stronger Vancouver initiative, which is currently under consideration.

At their March 1 retreat this year, the City Council directed creation of the Culture, Arts & Heritage

Commission as a Public Development Authority (PDA) similar to the City Center Redevelopment Authority (CCRA) and charge them with the responsibility for implementing the Culture, Art & Heritage Plan. Through programs, ownership and management of physical assets including buildings and public art and through community partnership, the Commission will facilitate development of a strong culture, arts and heritage environment. The Commission may acquire and manage real property; secure financing; undertake the development or redevelopment, construction and maintenance of structures and facilities, including public amenities; and enter into agreements with cultural, public and other not-for-profit entities or with private developers proposing to develop public facilities or retail for the purposes of promoting art, culture and/or heritage.

Advantage(s)

The Commission may acquire and manage real property; secure financing; undertake the development or redevelopment of structures and facilities, including public amenities; and enter into agreements with cultural, public and other not-for-profit entities or with private developers proposing to develop public facilities or retail for the purposes of promoting art, culture and/or heritage.

Disadvantage(s)

If the City Council does not establish ongoing dedicated funding for the Culture, Arts and Heritage program as part of the Stronger Vancouver package or through another avenue, the Commission may have limited resources that would also proportionately limit their effectiveness and projected results.

Budget Impact

The City Council approved \$400,000 per year in the 2019-2020 biennial budget to support the revitalization of the City's Cultural Program including a new Culture, Arts & Heritage Commission and a full-time Cultural Services Manager who will support the commission in addition to other activities. One of the recommendations of A Stronger Vancouver is for the City Council to adopt a 5% admissions tax that would be used to support the Cultural Program after the 2019-2020 biennium.

Prior Council Review

- March 1, 2019 Council retreat
- Council workshop on June 10, 2019

Action Requested

On Monday, July 1, 2019, subject to second reading and public hearing, approve an ordinance, charter and bylaws creating the Culture, Arts and Heritage Commission as a public development authority.

Jeanette (Jan) Bader, Program & Policy Development Manager, 487-8606

ATTACHMENTS:

- ▣ Ordinance
- ▣ Exhibit A - Charter
- ▣ Exhibit B - Bylaws

6/24/2019

7/1/2019

ORDINANCE NO. M-_____

AN ORDINANCE rescinding and replacing VMC 2.88; establishing the Culture, Arts and Heritage Commission as a Public Development Authority, granting a Charter to the Commission, approving Bylaws for such Commission and providing for an effective date.

WHEREAS, on April 16, 2018, the Vancouver City Council adopted a new Culture, Arts and Heritage Plan (“Plan”); and

WHEREAS, to oversee the implementation of the Plan, the City Council wishes to establish the Culture, Arts and Heritage Commission as a Public Development Authority, under RCW 35.21.730 to 35.21.757; and

WHEREAS, the Culture, Arts and Heritage Commission will undertake, assist with and otherwise facilitate the development of a strong cultural, arts and heritage environment in the City of Vancouver through programs, ownership and management of physical assets including buildings and public art, and through community partnerships; and

WHEREAS, the Culture, Arts and Heritage Commission is established as a Public Development Authority to administer and execute federal grants or programs, to receive and administer private funds, issue debt, and/or provide goods or services for any lawful public purpose; and to perform any lawful public purpose or function; and

WHEREAS, lawful public purposes or public functions include but are not limited to improving the administration of authorized federal grants or programs, improving governmental efficiency and services and improving general living conditions in the city of Vancouver, including but not limited to those especially related to culture, heritage, and the arts.

NOW THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. The Charter of the Culture, Arts and Heritage Commission as reflected in the attached Exhibit “A” is granted.

Section 2. The Bylaws of the Culture, Arts and Heritage Commission as reflected in the attached Exhibit “B” are approved.

Section 3. Chapter 2.88 of the Vancouver Municipal Code as adopted by Ordinance M-3116 and as last amended by Ordinance M-3385 is repealed.

~~2.88.010 — Established — Purpose.~~

~~A. There is established a City of Vancouver cultural commission.~~

~~B. The purpose of such commission shall be to encourage and support the arts in this community and to expand the educational benefits of such activities by encouraging citizen participation. The commission also shall serve as a central clearinghouse for cultural activities, shall provide guardianship of public art assets, shall provide public information about arts activities in the city or affecting the city, shall develop public and private funding sources for arts activities, shall develop and publish a calendar or newsletter, and from time to time shall offer technical assistance workshops to the public or arts groups. The commission shall also serve in an advisory capacity to the city council on matters relating to cultural events and activities as well as matters involving international relations through sister city and similar programs including but not limited to such areas as protocol, international bonds, hosting foreign guests, dignitaries and travelers and fund raising to support such programs. (Ord. M 3385, 1998; Ord. M 3316, 1994)~~

~~2.88.020 — Members — Terms — Officers — Removal.~~

~~A. The Vancouver cultural commission shall have eleven members who are residents of Clark County and who have demonstrated an interest in cultural matters. Members shall be appointed for three year terms; provided, of the nine initial members, three shall be appointed to a three year term, three to a two year term, and three to a one year term. Subsequent appointments shall be to fill any unexpired term or to a three year term. Members shall be appointed by the mayor subject to confirmation by the city council. Service of members may not exceed two consecutive full terms.~~

~~B. The commission each year shall elect a chair and vice chair and such other officers as it finds necessary.~~

~~C. Any member may be removed by the mayor and city council for misconduct or for missing more than three meetings.~~

~~(Ord. M 3385, 1998; Ord. M 3316, 1994)~~

~~2.88.030 — Meetings Quorum.~~

~~A. The commission shall hold meetings at least monthly and may hold such other meetings as it finds necessary or desirable. Meetings shall be held in the city.~~

~~B. A majority of the appointed members of the commission shall constitute a quorum. (Ord. M-3116_3, 1994)~~

Section 4. A new Chapter 2.88 to the Vancouver Municipal Code is adopted to read as follows:

Chapter 2.88

Culture, Arts and Heritage Commission

Section 2.88.010 Authority Created -Purpose

A. There is established by the Vancouver City Council a Culture, Arts & Heritage Commission (“Commission”) as a public development authority pursuant to RCW 21.730.757 as amended.

B. A public development authority is created to administer and execute federal grants or programs; to receive and administer private funds, goods or services for any lawful public purpose, issue debt, and to perform any lawful public purpose or public function. Lawful public purposes or public functions include, but are not limited to, improving the administration of authorized federal grants or programs, improving governmental efficiency and services and improving the general living conditions in the City of Vancouver as authorized under the Act.

C. The purpose of the Culture, Arts and Heritage Commission is to undertake, assist with and otherwise facilitate the development and promotion of a thriving cultural, arts and heritage environment in the city of Vancouver through programs, ownership of physical assets including buildings and public art, and through community partnerships. The Commission may acquire and manage real property; secure financing; undertake the development or redevelopment, construction and maintenance of structures and facilities, including public amenities; and enter

into agreements with cultural, public and other not-for-profit entities or with private developers proposing to develop public facilities or retail for the purposes of promoting art, culture and/or heritage in the City of Vancouver. Such activities shall be consistent with the Culture, Arts and Heritage Plan adopted by the City Council.

As desirable and appropriate, the Commission shall serve as a vehicle to undertake or assist with the establishment, development, operation and maintenance of public Culture, Arts and/or heritage facilities in the city of Vancouver. Consistent with applicable law and utilizing all lawful means, the Commission shall work to facilitate and maximize private section participation in such projects.

D. For the purpose of securing the exemption from Federal income taxation for interest on obligations of the Commission, the Commission constitutes an authority and instrumentality of the City of Vancouver (within the meaning of those terms in regulations of the United States Treasury and rulings of the Internal Revenue Service prescribed pursuant to Section 103 and Section 145 of the Internal Revenue Code of 1986, as amended).

2.88.020 Definitions

As used in this chapter:

- A. “Act” means Chapter 35.21.730 through 35.21.757, RCW.
- B. “Board of directors” or “board” means the governing body vested with the management of the affairs of the authority.
- C. “Director” means a member of the board.
- D. “Bonds” means any bonds, promissory notes, interim certificates, debentures, certificates of indebtedness or other obligations issued by the public authority pursuant to the Act, this chapter and the Charter.
- E. “Bylaws” means the rules adopted for the regulation of management of the affairs of the public authority adopted by ordinance codified in this chapter and all subsequent amendments thereto.
- F. “Charter” means the articles of the organization of the public authority as adopted by the ordinance codified in this chapter and subsequent amendments thereto.
- G. “City” means the City of Vancouver, Washington.

- H. “City clerk” means the clerk of the city council or a person authorized to act on his or her behalf.
- I. “City Council” means the legislative authority of the City as established under Article II of the Charter for the City of Vancouver.
- J. “Insolvent” or “insolvency” means an inability of the public authority to pay debts as they become due in the usual course of its affairs.
- K. “Manager” means the manager of the City of Vancouver.
- L. “Mayor” means the mayor of the City of Vancouver.
- M. “Open Public Meetings Act” means RCW Chapter 42.30 as now or hereafter amended.
- N. “Public authority” or “authority” means the Culture, Arts and Heritage Commission (“Commission”) created under this chapter.
- O. “Resolution” means an action of the board of directors with the quorum required in Section 2.88.100 (B) of this chapter.
- P. “State” (when used as a noun) means the State of Washington.
- Q. “Voting membership” means the total number of voting positions on the board as authorized by the Charter, whether filled or vacant.

2.88.030 City Liability Limited

The authority is an independent legal entity exclusively responsible for its own debts, obligations and liabilities. All liabilities incurred by the authority shall be satisfied exclusively from the assets and properties of the authority and no creditor or other person shall have right of action against the city, town, or county creating the authority on account of any debts, obligations, or liabilities of the authority.

2.88.040 Powers

Except as otherwise limited by the State Constitution, state statute, the Charter for the City of Vancouver, this chapter or the Charter of the Commission, the Commission shall have and may exercise all lawful powers necessary or convenient to the effect the purposes for which the authority is organized and to perform authorized corporate functions, including, without limitations, the power to:

- A. Own and sell real and personal property;
- B. Contract for any corporate purpose with the United States, a state and any political subdivision or agency of either, and with individuals, associations and corporations;
- C. Sue and be sued in its name;
- D. Lend and borrow funds;
- E. Do anything a natural person may do;
- F. Perform all manner and type of community services and activities;
- G. Provide and implement such municipal and community services and functions as the city council may by ordinance direct;
- H. Transfer any funds, real or personal property, property interests or services;
- I. Receive and administer federal or private funds, goods or services for any lawful public purpose;
- J. Purchase, lease, exchange, mortgage, encumber, improve, use or otherwise transfer or grant security interests in real or personal property or any interests therein; grant or acquire options on real and personal property; and contract regarding the income and receipts from real and personal property;
- K. Issue negotiable bonds and notes in conformity with applicable provisions of state law in such principal amounts as in the direction of the public authority shall be necessary or appropriate to provide sufficient funds for achieving any corporate purposes; provided, however, that all bonds and notes or liabilities occurring thereunder shall be satisfied exclusively from the assets, properties or credit of such public authority, and no creditor or other person shall have any recourse to the assets, credit or services of the city thereby, unless the city council shall by resolution expressly guarantee such bonds or notes;
- L. Contract for, lease and accept transfers, gifts or loans of funds or property from the United States, a state and any municipality or political subdivision or agency of either, including property acquired by any such governmental unit through the exercise of its power of eminent domain, and from corporations, associations, individuals or any other source, and to comply with the terms and conditions therefore;

M. Manage, on behalf of the United States, a state and any municipality or political subdivision or agency of either, any property acquired by such entity through gift, purchase, construction, lease, assignment, default or exercise of the power of eminent domain;

N. Recommend to the United States, a state and any municipality or political subdivision or agency of either, the transfer or commitment of any property which, if committed or transferred to the public authority, would materially advance the public purposes for which the public authority is chartered;

O. Initiate, carry out and complete such improvements of benefit to the public consistent with its Charter as the United States, a state and any municipality or political subdivision or agency of either may request;

P. Recommend to the United States, a state and any municipality or political subdivision or agency of either such tax, financing and security measures as the public authority may deem appropriate to maximize the public interest in activities in which the public authority by its Charter has a particular responsibility;

Q. Lend its funds, property, credit or services for corporate purposes, or act as a surety or guarantor for corporate purposes;

R. Provide advisory, consultative, training, educational and community services or advice to individuals, associations, corporations or governmental agencies, with or without charge;

S. Control the use and disposition of corporate property, assets and credit;

T. Invest and reinvest its funds;

U. Fix and collect charges for services rendered or to be rendered, and establish the consideration (if any) for property transferred;

V. Maintain books and records as appropriate for the conduct of its affairs;

W. Conduct corporate affairs, carry on its operations, and use its property as allowed by law and consistent with the Act, this chapter, its Charter and its bylaws; name corporate officials, designate agents and engage employees, prescribing their duties, qualifications and compensation; and secure the services of consultants for professional services, technical assistance or advice;

X. Identify and recommend to the United States, a state and any municipality or political subdivision or agency of either, the acquisition by the appropriate governmental entity, for transfer to or use by the public authority, of property and property rights, which, if so acquired, whether through purchase or the exercise of eminent domain, and so transferred or used, would materially advance the purposes for which the public authority is chartered;

Y. Hire staff and contract with lawyers, accountants and others to provide services;

Z. Exercise and enjoy such other powers as may be authorized by law.

2.88.050 Limitation of Powers

The Commission in all activities and transactions shall be limited in the following respects:

A. The Commission shall have no power of eminent domain nor any power to levy taxes or special assessments.

B. The Commission may not incur or create any liability that permits recourse by any party or member of the public to any assets, services, resources or credit of the city. All liabilities incurred by the Commission shall be satisfied exclusively from the assets and credit of the Commission; no creditor or other person shall have any recourse to the assets, credit or services of the city on account of any debts, obligations, liabilities, acts or omissions of the Commission.

C. No funds, assets or property of the Commission shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall any funds or a substantial part of the activities of the Commission be used for publicity or educational purposes designed to support or defeat legislation pending before the Congress of the United States, or the legislature of the state or the city council; provided, however, that funds may be used for representatives of the Commission to communicate with members of Congress, state legislature or city council members concerning funding and other matters directly affecting the Commission, so long as such activities do not constitute a substantial part of the Commission's activities and unless such activities are specifically limited in its Charter.

D. All funds, assets or credit of the Commission shall be applied toward or expended upon services, projects and activities authorized by the Charter. No part of the net earnings of the Commission shall inure to the benefit of, or be distributable as such, to the board members, officers of the Commission or other private persons, except that the Commission is authorized and empowered to:

1. Compensate Commission officials and others performing services for the Commission, including legal counsel, a reasonable amount for services rendered and reimburse reasonable expenses actually incurred in performing their duties;

2. Assist Commission officials as members of a general class of persons to be assisted by a Commission-approved project or activity to the same extent as other members of the class as long as no special privileges or treatment accrues to such corporate official by reason of his or her status or position in the Commission;

3. Purchase insurance to protect and hold personally harmless any of its officials (including its employees and agents) from any action, claim, or proceeding instituted against the foregoing individuals arising out of the performance, in good faith, of duties for, or employment with, the Commission and to hold these individuals harmless from any expenses connected with the defense, settlement or monetary judgments from such actions, claims or proceedings. The purchase of such insurance and its policy limits shall be discretionary with the board, and such insurance shall not be considered to be compensation to the insured individuals. The powers conferred by this subsection shall not be exclusive of any other powers conferred by law to purchase liability insurance; and

4. Sell assets for a consideration greater than their reasonable market value or acquisition costs, charge more for services than the expense of providing them, or otherwise secure an increment in a transaction, or carry out any other transaction or activity, as long as such gain is not the principal object or purpose of the Commission's transactions or activities and is applied to or expended upon services, projects and activities as aforesaid.

E. The Commission shall not issue shares of stock, pay dividends, make private distribution of assets, make loans to its board members or employees or otherwise engage in business for private gain.

2.88.060 Commission review and concurrence

A. At least twice each year, the Commission shall, at its meeting, review monthly statement of income and expenses which compare budgeted expenditures to actual expenditures.

B. At least once per year, the Commission shall set goals for the next twelve (12) months.

C. General or particular authorization or review and concurrence of the Commission by resolution shall be necessary for any of the following:

1. Adoption of an annual or biennial budget:

2. Transfer or conveyance of an interest in real estate other than release of a lien or satisfaction of a mortgage after payment has been received and the executive of a lease for a current term less than one year;

3. The contracting of debt, issuances of notes, debentures or bonds and the mortgaging of pledging of Commission assets or credit to secure same;

4. An action by the Commission as surety or guarantor;

5. All unbudgeted expenditures and all capital expenditures in excess of twenty-five thousand dollars and all other transactions in which:

a. The consideration exchanged or received by the Commission exceeds the greater of the previous year's operating budget by twenty-five thousand dollars;

b. The performance of the Commission shall extend over a period exceeding one year from the date of the execution of duties, or assigns duties to, the city, the state, the United States or other governmental entity;

6. Any substantial project or major activity, outside the limits of the city pursuant to a contract between another city or county as authorized by RCW 35.21.740;

7. Certification of annual reports and statements to be filed with the city clerk as true and correction in the opinion of the Commission and its members except as noted;

8. Proposed amendments to the Charter and bylaws;

9. Such other transactions, duties and responsibilities as the Charter shall repose in the Commission or the Commission may reserve.

2.88.070 Code of ethics-Conflict of interest

A. Every member of the Commission and every officer and employee of the Commission shall be subject to Article XI, Section 11.07 of the Charter for the City of Vancouver, as amended and all other applicable statutes and ordinances.

B. The Commission may adopt additional conflict of interest and ethical rules in considers appropriate.

2.88.080 Members—Terms—Removal.

A. Culture, Arts and Heritage Commission shall be composed of nine (9) members appointed by the City Council. Commencing on September 9, 2019, the terms of office of such members shall be as follows: (1) three members shall be appointed to terms expiring on December 31, 2021; (2) three members shall be appointed to terms expiring December 31, 2022; (3) three members shall be appointed to terms expiring on December 31, 2023.

B. Commission members shall serve three- (3) year terms and may serve a maximum of two consecutive terms. Upon expiration of a member's term, they shall continue to serve until their successor is appointed by the City Council and assumes their Commission position.

C. The existing Commission members shall recommend new members to the City Council who shall appoint the Commission members. Members shall be leaders in the cultural, heritage, arts or business community with experience relevant to the purpose of the Commission.

D. Any member of the Commission may be removed with or without cause by resolution of the City Council.

E. A vacancy on the Commission shall be deemed to exist in the case of death or disability, upon receipt of a letter of resignation or upon removal of any member as provided herein. Vacancies on the Commission shall be filled by appointment in the same manner in which members of the Commission are regularly appointed. Any person selected to fill a vacancy on the Commission shall serve the balance of the term of the person being replaced.

2.88.090 Officers

The commission each year shall elect a president, vice president, secretary/treasurer and such other officers as it finds necessary. The President and Vice President shall be the agents of the Commission for the service of process and shall have such duties as outlined in the Charter and Bylaws.

2.88.100 Meetings-Quorum- Open Pubic Meetings- Minutes.

A. The commission shall meet as necessary but not less than four (4) times per year. Special meetings of the Commission may be called as provided for by the Bylaws.

B. At majority of the current membership of the Commission must be present at any regular or special meeting to comprise a quorum.

C. Notice of meetings shall be given in a manner consistent with the Open Public Meetings Act, Chapter 42.30 RCW. At such meetings, any person present shall have a reasonable opportunity to address the Commission either orally or in writing.

D. Copies of the minutes of all regular or special meetings of the Commission shall be posted on the City's website and be made available to any person or organization that requests them, as required by state law. Minutes of closed executive sessions need not be made available.

2.88.110 Charter

A. The Charter of the Commission (the "Charter"), attached hereto and incorporated herein as Exhibit A of this ordinance, is hereby approved.

B. Upon the effective date of the ordinance codified in this chapter, the Charter shall be issued in duplicate originals, each bearing the city seal attested by the city clerk. One original shall be provided to the Commission. The city clerk shall give notice of the issuance of the Charter to the Secretary of State and furnish a copy thereof and of this chapter upon request.

2.88.120 Commencement of authority's existence- Compliance with Charter

The authority shall commence its existence upon the issuance of the Charter. The authority shall conduct its affairs in accordance with the Charter.

2.88.130 Proposing charter amendments

A. The Commission may propose to the city council that its Charter be amended by resolution of its board passed by a procedure outlined in its Charter at a regular or special meeting of which fifteen (15) days advance written notice was given to Commission members.

B. The Charter may be amended only by ordinance of the city council. A Charter amendment proposed by the Commission shall take effect and become a part of the Charter upon approval by the city council and issuance of a revised Charter by the city clerk.

2.88.140 Bylaws

A. The initial bylaws (the "bylaws") of the Commission, attached hereto and incorporated herein as Exhibit B of this ordinance, are hereby approved. The power to alter, amend or repeal the bylaws or adopt new ones shall be vested in the Commission. The bylaws may contain any provisions for the regulation and management of the affairs of the Commission not inconsistent with law or the Commission Charter.

B. Amendments to the bylaws shall not take effect until ten days after the filing of the same with the city clerk, unless such amendment(s) shall have been passed by unanimous vote of the Commission and an earlier effective date be set.

C. As necessary and appropriate, the city council may amend the bylaws by ordinance.

2.88.150 Corporate offices and officers- Fidelity bond.

The Commission, at its discretion, may require the posting of a fidelity bond by each corporate official responsible for handling accounts and finances in an amount determined by the Commission to be adequate and appropriate. If the bond is required, the official may hold the corporate office only as long as the bond continues in effect.

2.88.160 Deposit of public funds

All moneys belonging to or collected for the use of the authority, coming into the hands of any corporate official or officer thereof, shall be deposited in a qualified public depository as determined by the Washington Public Deposit Protection Commission. Such moneys may be invested at the direction of the Commission by resolution, in investments which would be lawful for the investments of city funds.

2.88.170 Indemnification of Commission Members

The Commission elects to defend and indemnify its present and former officials and their successors, spouses and marital communities to the full extent authorized by law. In addition, the right of indemnification shall inure to each Commission member or officer and his or her spouses and marital communities upon his or her appointment to the Commission and in the event of his or her death shall extend to his or her heirs, legal representatives and estate. Each person who shall act as member or officer of the Commission shall be deemed to do so in reliance upon such indemnification and such rights shall not be exclusive of any other right which he or she may have.

2.88.180 Establishment and maintenance of office and records

A. The Commission shall maintain a principal office at a location within the limits of the city;

B. The Commission shall maintain all of its records in a manner consistent with the Preservation and Destruction of Public Records Act, RCW Chapter 40.14 as now or hereafter amended.

2.88.190 Reports and information

The Commission shall present an annual report to the City Council, either in writing or during a City Council workshop or other appropriate forum.

2.88.600 Audits and inspections

The Commission shall, at any time during normal business hours and as often as the city council or state auditor deem necessary, make available to the City council and the state auditor for examination all of its financial records, and shall permit the city council and state auditor to audit, examine and make excerpts or transcripts of such records and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all the aforesaid matters. The city council and state auditor shall have no right, power or duty to supervise the daily operations of the Commission but shall oversee such operations only through their powers to audit, modify the Charter and bylaws and remove board members as set forth in this chapter, all for the sole purpose of correcting any deficiency and assuring that the purposes of the authority are reasonably accomplished.

Section 5. This ordinance shall go into effect thirty days after final passage.

Read first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read second time:

Passed by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2019

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

E. Bronson Potter, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE rescinding and replacing VMC 2.88; establishing the Culture, Arts and Heritage Commission as a Public Development Authority, granting a Charter to the Commission, approving Bylaws for such Commission and providing for an effective date.

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

**CHARTER OF THE
CULTURE, ARTS AND HERITAGE COMMISSION**

As adopted pursuant to
City of Vancouver Ordinance M-_____

Issued and Certified by the City Clerk
on _____, 2019

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**CHARTER
OF THE CULTURE, ARTS AND HERITAGE COMMISSION**

NAME

The name of this authority shall be the Culture, Arts and Heritage Commission (herein referred to as "Commission").

ARTICLE II

AUTHORITY AND LIMIT ON LIABILITY

Section 2.01 Authority. The Commission is a public authority organized pursuant to RCW 21.730.757, as amended and Ordinance M-_____ of the City of Vancouver, Washington, ("Ordinance").

Section 2.02 Limit on Liability. All liabilities incurred by the Commission shall be satisfied: (a) in the case of obligations or liabilities of the Commission which are not limited recourse in nature, exclusively from the assets, credit, and properties of the Commission, or (b) in the case of obligations or liabilities of the Commission which, by their terms, are limited resource obligations, from such assets, properties or revenues of the Commission as shall be specifically pledged thereto or otherwise identified as being the source of payment of such limited recourse obligations or liabilities, and no creditor or other person shall have any right of action against or recourse to the City of Vancouver, Washington (the "City"), its assets, credit, or services, on account of any debts, obligations, liabilities or acts or omissions of the Commission.

Section 2.03 Mandatory Disclaimers. The following disclaimer shall be posted in a prominent place where the public may readily see it in the Commission's principal and other offices. It shall also be printed or stamped on all contracts, bonds, and other documents that may entail any debt or liability by the Commission.

The Commission is a public authority organized pursuant to Ordinance M-_____, of the City of Vancouver and the laws of the State of Washington, RCW 35.21.730 through RCW 35.21.757. RCW 35.21.750 provides as follows: "[A]ll liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission or authority and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission, or authority on account of any debts, obligations, or liabilities of such public corporation, commission, or authority."

Provided that, in the case of any obligations or liabilities of the Commission which, by their terms, are limited recourse in nature, in lieu of the foregoing disclaimer, the following

disclaimer shall be printed or stamp on all contracts, bonds and other documents relating to or evidencing such limited recourse obligations or liabilities of the Commission:

The obligations of the Commission with respect to (describe the contract, bond or other limited recourse obligation) shall be and remain limited recourse obligations of the Commission payable solely and only from [describe the particular properties, assets or revenues of the Commission from which the limited recourse obligation is payable]. In no event shall such obligations be payable from or by recourse against any properties, assets or revenues of the Commission (other than those described in the preceding sentence), nor shall such obligations be payable from or by recourse against any properties, assets or revenues of the City of Vancouver, Washington, the State of Washington or any other political subdivision of the State of Washington. No person to whom such obligations are owed shall have any recourse or right of action against the Commission, the City of Vancouver, Washington, the State of Washington or any other political subdivision thereof on account of such obligations or any liabilities, of whatsoever nature, arising in connection therewith except to enforce for the payment thereof out of [describe the particular properties, assets or revenues of the Commission from which the limited recourse obligation is payable].

ARTICLE III

DURATION

The duration of the Commission shall be perpetual except as provided in the Ordinance.

ARTICLE IV

PURPOSE

The purpose of the Commission is to provide an independent legal entity under state law and City ordinance to undertake, assist with and otherwise facilitate the development of a strong cultural, arts and heritage environment in the city of Vancouver through programs, ownership of physical assets including buildings and public art, and through community partnerships.

The Commission may acquire and manage real property; secure financing; undertake the development or redevelopment, construction and maintenance of structures and facilities, including public amenities; and enter into agreements with cultural, public and other not-for-profit entities or with private developers proposing to develop public facilities or retail for the purposes of promoting art, culture and/or heritage in the city of Vancouver.

Such activities shall be consistent with the Culture, Arts and Heritage Plan adopted by the City Council. The priority focus of the Commission shall be to undertake, assist with and

otherwise facilitate the development and promotion of a thriving culture, arts and heritage environment consistent with the City's Culture, Arts and Heritage Plan. Consistent with applicable law and utilizing all lawful means, the Commission shall work to facilitate and maximize private section participation in such projects. As desirable and appropriate, the Commission shall serve as a vehicle to undertake or assist with the establishment, development, operation and maintenance of public culture, arts and/or heritage facilities in the City of Vancouver.

For the purpose of securing the exemption from Federal income taxation for interest on obligations of the Commission, the Commission constitutes an authority and instrumentality of the City of Vancouver (within the meaning of those terms in regulations of the United States Treasury and rulings of the Internal Revenue Service prescribed pursuant to Section 103 and Section 145 of the Internal Revenue Code of 1986, as amended).

ARTICLE V

POWERS

Section 5.01 Powers. The Commission shall have and may exercise all lawful powers conferred by state laws, the Ordinance, this Charter and its Bylaws. The Commission in all of its activities and transactions shall be subject to the powers, procedures, and limitations contained in the Ordinance.

Section 5.02 Indemnification. To the extent permitted by law, the Commission shall protect, defend, hold harmless and indemnify any person who becomes a director, officer, employee or agent of the Commission and who is a party or threatened to be made a party to a proceeding by reason related to that person's conduct as a director, officer, employee or agent of the Commission, against judgments, fines, penalties, settlements and reasonable expenses (including attorneys' fees) incurred by him or her in connection with such proceeding, if such person acted in good faith and reasonably believed his or her conduct to be in the Commission's best interests and if, in the case of any criminal proceedings, he or she had no reasonable cause to believe his conduct was unlawful. The indemnification and protection provided herein shall not be deemed exclusive of any other rights to which a person may be entitled as a matter of law or by contract or by vote of the Commission members. The Commission may purchase and maintain appropriate insurance for any person to the extent provided by the applicable law.

ARTICLE VI

COMMISSION

Section 6.01 Composition. The Commission shall be composed of nine (9) members appointed by the City Council. Commencing on _____, 2019, the terms of office of such members shall be as follows: (1) three members shall be appointed to terms expiring on

December 31, 2021; (2) three members shall be appointed to terms expiring December 31, 2022; (3) three members shall be appointed to terms expiring on December 31, 2023. Upon expiration of the foregoing terms of members, members shall serve until their successors are appointed and assume their Commission positions.

The existing Commission members shall recommend new members to the City Council who shall appoint the Commission members. Members shall be leaders in the cultural, heritage, arts or business community with experience relevant to the purpose of the Commission. The City Manager may designate City staff to support the Commission as necessary.

Section 6.02 Concurrence and Quorum Defined. “Concurrence” as used in this Article, may be obtained at any regular or special commission meeting by an affirmative vote of a majority of the Commission members voting on the issue, provided that such majority equals not less than six (6) votes. A quorum to commence a Commission meeting shall be no fewer than six (6) members.

Section 6.03 Officers and Division of Duties. The Commission shall have four or more officers. The same person shall not occupy both the office of President and any office responsible for the custody of funds and maintenance of accounts and finances. The initial officers of the Commission shall be President, Vice President, Secretary/Treasurer and Executive Director. Additional officers may be provided for in the Bylaws of the Commission. The President and Vice President shall be the agents of the Commission for the service of process. The Commission shall oversee the activities of the corporate officers, establish and/or implement policies and shall have stewardship for management and determination of all corporate affairs.

The Executive Director shall be the chief administrative staff person to the Commission. The Commission may contract with the City of Vancouver to provide staff including an executive director, financial management and/or legal counsel. The Executive Director shall have primary responsibility for all matters involving the day-to-day operations of the Commission and shall make recommendations to the Commission on practices, policies and programs of the Commission.

Section 6.04 Executive Committee. The Bylaws may provide for an Executive Committee which shall be appointed and/or removed by the Commission, and shall have and exercise such authority of the Commission in the management between meetings of the Commission, as may be specified in the Bylaws.

Section 6.05 Committees. The appointment of other committees shall be provided for in the Bylaws.

Section 6.06 Removal of Commission Members. In addition to trusteeship and termination or dissolution, respectively, if it is determined that any or all of the Commission members should be removed with or without cause, the City Council may by resolution remove any or all Commission members. The term of any Commission member removed pursuant to

this section shall expire when the member receives a copy of the resolution removing them from office.

A vacancy or vacancies on the Commission shall be deemed to exist with the death, disability, resignation or removal of membership. Vacancies on the Commission shall be filled by appointment in the same manner in which members of the Commission are regularly appointed. Any person selected to fill a vacancy on the Commission shall serve the balance of the term of the person being replaced.

ARTICLE VII

MEETINGS

Section 7.01 Commission Meetings.

1. The Commission shall meet as necessary but not less than four (4) times a year.
2. Special meetings of the Commission may be called as provided in the Bylaws.

Section 7.02 Open Public Meetings. Notice of meetings shall be given in a manner consistent with the Open Public Meetings Act, Chapter 42.30 RCW. At such meetings, any person present shall have a reasonable opportunity to address the Commission either orally or in writing.

Section 7.03 Minutes. Copies of the minutes of all regular or special meetings of the Commission shall be posted on the City's website and be made available to any person or organization that requests them, as required by state law. Minutes of closed executive sessions need not be made available. The minutes of all Commission meetings shall include a record of individual votes on all matters requiring Commission concurrence.

ARTICLE VIII

BYLAWS

The initial Bylaws may be amended to provide additional or different rules governing the Commission and its activities as are not inconsistent with this Charter. The Commission may provide in the Bylaws for all matters related to the governance of the Commission, including but not limited to matters referred to elsewhere in the Charter for inclusion therein.

ARTICLE IX

AMENDMENT TO CHARTER AND BYLAWS

Section 9.01 Proposals to Amend Charter and Bylaws. Proposals to amend the Charter or Bylaws shall be presented in a format which strikes over materials to be deleted and underlines new material.

Any Commission member may introduce a proposed amendment to the Charter or to the Bylaws (which may consist of new Bylaws) at any regular meeting or any special meeting for which ten (10) days' advance notice has been given to members of the Commission.

Section 9.02 Commission Consideration of Proposed Amendments. If notice of a proposed amendment to the Charter or Bylaws is provided to Commission members fifteen (15) days prior to any regular or special meeting, then the Commission may vote on the proposed amendment at such meeting. Amendments, within the scope of the original amendment, will be permitted at the meeting at which the vote is taken.

Section 9.03 Vote Required for Amendments to Charter or Bylaws. Resolutions of the Commission approving proposed amendments to the Charter or Bylaws require an affirmative vote of a majority of the Commission members voting on the issue.

Section 9.04 City Council Approval of Proposed Charter Amendments. Proposed Charter amendments adopted by the Commission shall be submitted to the City Council. The Commission's Charter may be amended only by ordinance as provided in the Ordinance.

ARTICLE X

COMMENCEMENT

The Commission shall commence its existence effective upon the issuance of its Charter as sealed and attested by the City Clerk and the holding of the initial commission meeting.

ARTICLE XI

APPROVAL OF THE CHARTER

ORIGINAL CHARTER APPROVED by Ordinance M-_____, adopted by the City Council of the City of Vancouver on _____, 2019.

CERTIFICATE

I, the undersigned City Clerk of the City of Vancouver, Washington DO HEREBY CERTIFY that the attached CHARTER OF THE CULTURE, ARTSS AND HERITAGE COMMISSION is a true and correction original of such charter as authorized by Ordinance M-_____ of the City.

IN WITNESS THEREOF, I have hereunto set my hand and affixed the official seal of the City this day of _____, 2019.

Natasha Ramras, City Clerk

**BYLAWS
OF
CULTURE, ARTS AND HERITAGE COMMISSION
OF VANCOUVER, WASHINGTON**

**ARTICLE I
Purpose**

The purpose of the Culture, Arts and Heritage Commission of Vancouver, Washington, is to undertake, assist with and otherwise facilitate the development and promotion of a thriving cultural, arts and heritage environment in the city of Vancouver through programs, ownership of physical assets including buildings and public art, and through community partnerships.

**ARTICLE II
Commission**

Section 2.01 Commission Composition. The Culture Art and Heritage Commission shall be composed of nine (9) members. Members shall be leaders in cultural, heritage, arts or business community with experience relevant to the purpose of the Commission. One seat on the Commission shall be reserved for the City of Vancouver's representative on the Clark County Arts Commission. In the event that either that individual is unwilling to serve or the Clark County Arts Commission is dissolved, the position will be filled through the process outlined in Section 2.02.

Section 2.02 Appointment of Commission Members. Members of the Commission are appointed by the Vancouver City Council. In the event of a vacancy, the City will solicit interest in the position through its standardized Boards and Commission process. An ad hoc subcommittee of the Commission will then review applications and may choose to interview applicants. The full Commission shall recommend new Commission members to the City Council for appointment.

Section 2.03 Vacancies. A vacancy on the Commission shall be deemed to exist in the case of death or disability, upon receipt of a letter of resignation or upon removal of any member as provided herein. Vacancies on the Commission shall be filled by appointment in the same manner in which members of the Commission are regularly appointed. Any person selected to fill a vacancy on the Commission shall serve the balance of the term of the person being replaced.

Section 2.04 Attendance at Meetings. If any Commission member has an unexcused absence for more than three consecutive regular or special meetings of the Commission, such Commissioner may be recommended for removal from the Commission by the City Council. Commission members may not appoint representatives or designees to attend meetings on their behalf.

Section 2.05 Term of Office. Commission members shall serve three- (3) year terms and may serve a maximum of two consecutive terms. Upon expiration of a member's term, they shall continue to serve until their successor is appointed and assumes their Commission position.

Section 2.06 Removal of Commission Members. If it is determined that any or all of the Commission members should be removed with or without cause, the City Council may by resolution remove any or all Commission members.

ARTICLE III **Officers**

Section 3.01 Officers Designated. The officers of the Commission shall be President, Vice President, Secretary/Treasurer and Executive Director. Such other offices as may be deemed necessary may be created by resolution of the Commission. No person may simultaneously hold more than one office. In addition to the powers and duties specified below, the officers shall have such powers and perform such duties as the Commission may prescribe.

Section 3.02 Election of Officers. The President, Vice President and Secretary/Treasurer shall be elected by the Commission at the first regular meeting of each year, for a one-year term. No officer may serve more than two consecutive one-year terms. Each elected officer shall hold office until his or her successor is elected. The first elected officers of the Commission shall be elected by the Commission at its organizational meeting or as soon as practicable following the Commissions creation.

Section 3.03 Powers and Duties.

a. President. The President shall be the chief executive officer of the Culture, Arts and Heritage Commission and shall have general supervision over the business of the Commission, subject to the control of the full Commission. The President shall preside at all meetings of the Commission. The President may sign and execute, in the name of the Commission, contracts, deeds, leases, grants and other instruments duly authorized by the Commission and generally shall perform all duties that may from time to time be assigned to such office by the Commission.

b. Vice President. The Vice President shall perform all duties of the President at the request of the President or in case of the absence, disability or other inability to perform of the President, and, when so acting, shall have all the powers of and be subject to all restrictions upon, the President.

c. Secretary/Treasurer. The Secretary/Treasurer shall:

1. Certify and keep at the office of the Commission the original or copy of the Bylaws, as they may be amended;
2. See that all notices of Commission meetings are duly given in accordance with the provisions of these Bylaws or as required by law;
3. Record the proceedings of each meeting of the Commission;
4. Be the custodian of the records and seal of the Commission;
5. Keep at the office of the Commission and/or on-line, minutes of all meetings of the Commission whether regular or special.
6. Present a report on the financial operations of the Commission at each regularly scheduled meeting.

Section 3.04 Executive Director. The Executive Director shall be the chief administrative officer of the Commission, responsible for the day-to-day operations of the Commission and for carrying out the policies and directives. The Executive Director shall make recommendations to the Commission on practices, policies and programs. He or she shall have such powers and perform such duties as may be prescribed from time to time by the Commission. The Executive Director may be an at-will employee of the Commission in which case they may be removed with or without cause by the Commission or they may be a City of Vancouver employee assigned by the City Manager to serve as the Executive Director for the Commission.

Section 3.05 Vacancies in Officer Positions. The Commission shall fill any elected office which becomes vacant with a successor who shall hold office for the unexpired term and until his or her successor shall have been duly elected.

Section 3.06 Removal of Officers. Upon reasonable prior notice to all members of the alleged reasons for dismissal, the Commission by an affirmative vote of the majority of the whole Commission may remove any elected officer from his or her office when it is judged to be in the best interests of the Commission.

ARTICLE IV

Committees

Section 4.01 Executive Committee. The Executive Committee of the Commission, if established, shall consist of the Executive Director and Elected Officers. The Executive Committee shall exercise the authority of the Commission in management between meetings of the Commission.

Section 4.02 Public Art Committee. The Commission shall appoint a Public Art Committee as a standing subcommittee of the Commission. The Public Art Committee shall be a minimum of five members and shall include one Commission member who shall serve as chair and, at minimum, one professional artist. The Committee shall review and make recommendations to the Commission on proposed donations, acquisitions, relocations or deaccession of City or Commission owned public art.

Section 4.03 Advisory Committees. The Commission may such establish advisory committees as it deems necessary to report on possible projects or activities and shall fill such committees by appointment of qualified persons.

ARTICLE V

Meetings of the Commission

Section 5.01 Regular Commission Meetings. The Commission shall meet as necessary but not less than four (4) times per year; provided, however, that the Commission may alter such regular times and place by resolution. The location and time and date of the meetings will be determined by the Commission.

Section 5.02 Notice of Special Commission Meetings. Notice of all special meetings of the Commission shall be given by the Executive Director or by the person or persons calling the special meeting by delivering via mail and/or e-mail, written notice at least seven days prior to the time of the meeting to each Commission member. In addition, the Commission shall provide notice of special meetings to any individual specifically requesting it in writing. If the President deems than an emergency exists, the President may shorten the notice of a special meeting to not less than twenty-four hours with written notice provided to all Commission members via e-mail.

The time and place of the special meeting and the business to be transacted must be specified in the notice. Final dispositions shall not be taken on any other matter at such meetings.

Section 5.03 Quorum. At majority of the current membership of the Commission must be present at any regular or special meeting to comprise a quorum. Meetings without a quorum will be recessed to the earliest possible date.

Section 5.04 Meetings by Conference Telephone. Members of the Commission may participate in regular or special meetings by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting, including without limitation, members of the public attending the meeting can hear each other at the same time. Participation in a meeting by such means shall constitute a presence at such meeting. Those participating by conference telephone should announce their presence when joining the meeting. A quorum at a regular or special meeting is achieved if at least one-third of the members are present, provided that the additional members needed to comprise a quorum attend by telephone or similar communications device.

Section 5.05 Open Public Meetings. Notice of Commission meetings shall be given in a manner consistent with the Open Public Meetings Act, Chapter 42.30 RCW. At the meetings, any attendee shall have a reasonable opportunity to address the Commission either orally or in writing.

Section 5.06 Parliamentary Authority. The rules of *Robert's Rules of Order* (revised) shall govern the Commission in all cases to which they are applicable, where they are not inconsistent with the Charter or with the special rules of order the Commission may set forth in the Bylaws.

Section 5.07 Minutes. Summary minutes will be taken at all regular and special meetings of the Commission. Copies of the minutes shall be posted on the City and/or Commission's website and be made available to any person or organization that requests them. Minutes are not taken of closed executive sessions.

Section 5.08 Notice to the City Council. Notice of all meetings and minutes of all meetings of the Commission shall be given to the Clerk of the Vancouver City Council. The Commission shall present an annual report to the City Council either in writing or during a City Council workshop or other appropriate forum.

ARTICLE VII

Amendments to Bylaws

Section 6.01 Proposals to Amend the Bylaws. Any Commission member may introduce a proposed amendment to the Bylaws at any regular or special meeting for which ten (10) days' advanced notice has been given to members of the Commission.

Section 6.02 Vote Required for Amendments to Bylaws. Resolutions of the Commission approving proposed amendments to the Bylaws require an affirmative vote of a majority of the Commission members voting on the issue.

ARTICLE VII **Administrative Provisions**

Section 7.01 Books and Records. The Commission shall keep current and complete books and records of accounts and shall keep minutes of the proceedings of its meetings.

Section 7.02 Fiscal Year. The Fiscal Year of the Commission shall commence January 1 and end December 31 of each year, except the first fiscal year which shall run from _____ 2019 to December 31, 2019.

Section 7.02 Principal Office. The principal office of the Commission shall be City Hall, 415 W. 6th Street, Vancouver, Washington, 98668. The Commission may establish by resolution a different location as its principal office.

ARTICLE VIII **Approval of Bylaws**

These Bylaws were initially approved by the chartering authority, the Vancouver City Council and are effective as of _____, 2019.



MEMORANDUM

DATE: June 28, 2019

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

RE: Westside Bike Mobility Project Update

CC: Chad Eiken, Director, Community and Economic Development
Brian Carlson, Director, Public Works

Vancouver is experiencing significant growth and change, both along our commercial corridors and in our neighborhoods. In order to adapt to and manage growth, the City has adopted policies that support the development of safe mobility options and provide our residents with a variety of transportation choices. We're also committed to community engagement, and actively involving residents and stakeholders in figuring out how best to manage the change that comes with urbanization. For mobility, this means understanding how the community uses the transportation system, and involving them in determining what types of improvements will increase their safety and mobility over the long-term.

Westside Bike Mobility Project

The Westside Mobility Project began in May of 2018, with the goal of establishing a multi-modal network of north-south Complete Streets to serve the west side of Vancouver. The Phase I Network Analysis analyzed existing conditions and solicited feedback on travel behavior and preferences, and used this information to identify potential corridors (or combinations of corridors) that would provide the greatest connectivity within the project area. The Phase II Corridor Analysis examined potential design concepts for these corridors and engaged the community in evaluating various designs and associated tradeoffs. The project will now begin to look at individual corridors to determine a set of improvements to increase safety and enhance mobility for all users.

Phase III of the Westside Bike Mobility Project will focus on Columbia and adjacent parallel streets (the "Columbia Corridor"), including Washington, Columbia, Daniels and Franklin. The goal of Phase III is to engage the community in establishing a vision for a safe, connected, multi-modal north-south corridor that connects northwest neighborhoods and Burnt Bridge Creek with Downtown Vancouver and the Waterfront. This phase will engage a set of diverse stakeholders in identifying an alignment and design concept for the corridor, and will result in a package of improvements that improve safety and mobility for people walking, biking, driving and taking transit. A community advisory committee will provide in-depth feedback and guidance on the specific set of improvements, including alignment and final design.

Westside Mobility- Columbia Corridor Complete Street Project Goals:

- Contribute to the development of a network of safe, accessible, and convenient travel options that help manage demand on the City's transportation system and downtown

parking resources to accommodate ongoing population growth and continued economic development.

- Engage the community in a collaborative process to identify a package of improvements for the Columbia Corridor, that together enhance safety, mobility and accessibility for all residents regardless of how they choose to travel, including people walking, biking, driving and riding transit.
- Implement improvements that increase safety for all users of the Columbia Corridor, increase access to community destinations like the Waterfront and Burnt Bridge Creek, and increase options for moving around the community.

Community Advisory Committee (CAC)

Phase III of the project will engage a community advisory committee (CAC) in identifying a set of improvements that will improve safety and mobility for all our residents. The CAC will be comprised of diverse stakeholders, including residents of the neighborhoods on the Columbia Street corridor, members of neighborhood associations and neighborhood coalitions, business owners, community organization representatives, pedestrians, transit riders/representatives, cyclists, and members of existing boards and commissions (including the Parking Advisory Committee and the Planning Commission). An application will be available soon to solicit interest in serving on the CAC.

Additional Outreach Activities

As the CAC engagement process unfolds, it is important to engage the broader community. Community engagement planned for Phase III emphasizes a high level of face-to-face interaction coupled with online engagement opportunities to provide a variety of opportunities for community members to share their views. Broad outreach efforts will include door-to-door outreach, tabling at community events, a public open house, project communication in a variety of formats (web content, flyers, social media posts), engagement with Neighborhood Associations, and consultation with community-based organizations (examples include the Uptown Village Association, Vancouver's Downtown Association, and the Clark County Veteran's Assistance Center) and boards and commissions (Planning Commission, Parking Advisory Committee, and Bike and Pedestrian Advisory Committee).

For more information, visit the Westside Bike Mobility Project Website:

<https://www.cityofvancouver.us/ced/page/westside-bike-mobility-project>

Westside Bike Mobility Project Project Update

VANCOUVER
CITY HALL



July 1, 2019

City Council Communications

Rebecca Kennedy, Long Range Planning Manager
Jennifer Campos, Principal Transportation Planner

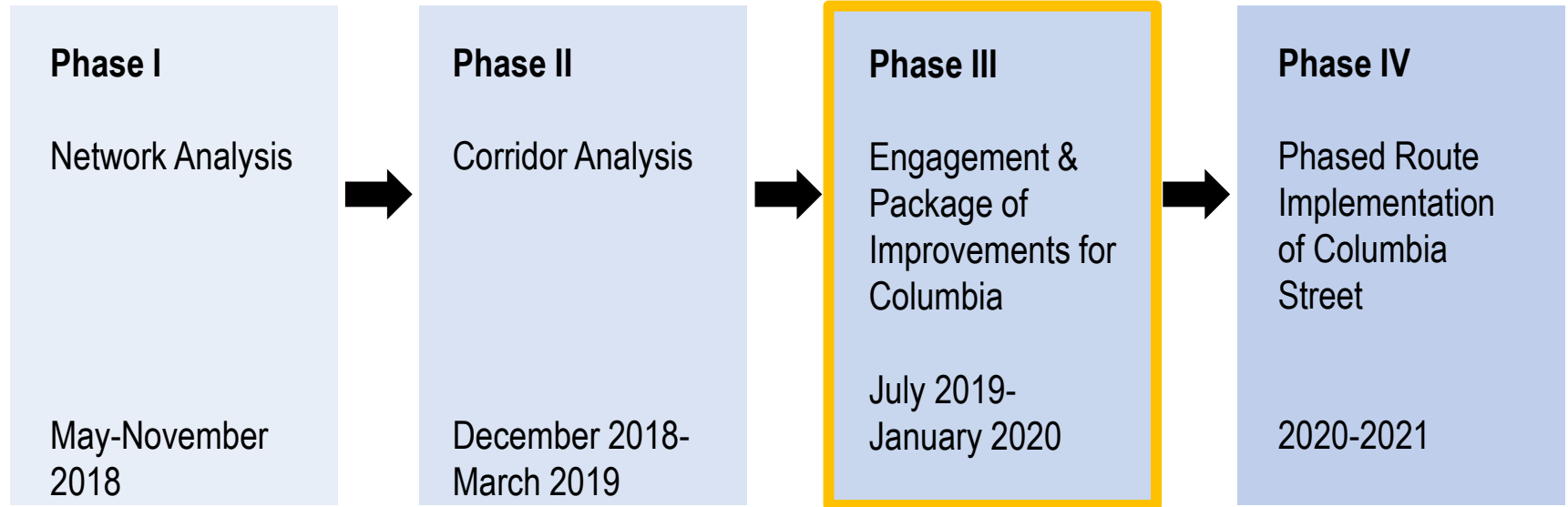
Presentation Overview

- Project Goals
- Project Background
- Overview of Phase III Outreach Strategy
- Community Advisory Committee
- Additional Outreach Activities

Phase III- Columbia Corridor Goals

- Contribute to the development of a network of safe, accessible, and convenient travel options
- Manage demand on the City's transportation system and downtown parking resources
- Engage the community in a collaborative process to identify a package of improvements for the Columbia Corridor
- Enhance safety, mobility and accessibility for all residents regardless of how they choose to travel, including people walking, biking, driving and riding transit.

Project Background



**Other north-south routes identified through the Phase I: Network Analysis will be implemented in future phases, and will involve additional public outreach.*

Phase III Outreach Approach

- **Convene a community advisory committee (CAC)**, engaging a representative group of stakeholders to explore options for increasing safety and mobility for all users.
- **Conduct additional public outreach** with a focus on face-to-face interaction and two-way communication between the city and community members.
- **Engage with existing committees** including the Parking Advisory Committee and the Planning Commission throughout the process.

Community Advisory Committee (CAC)

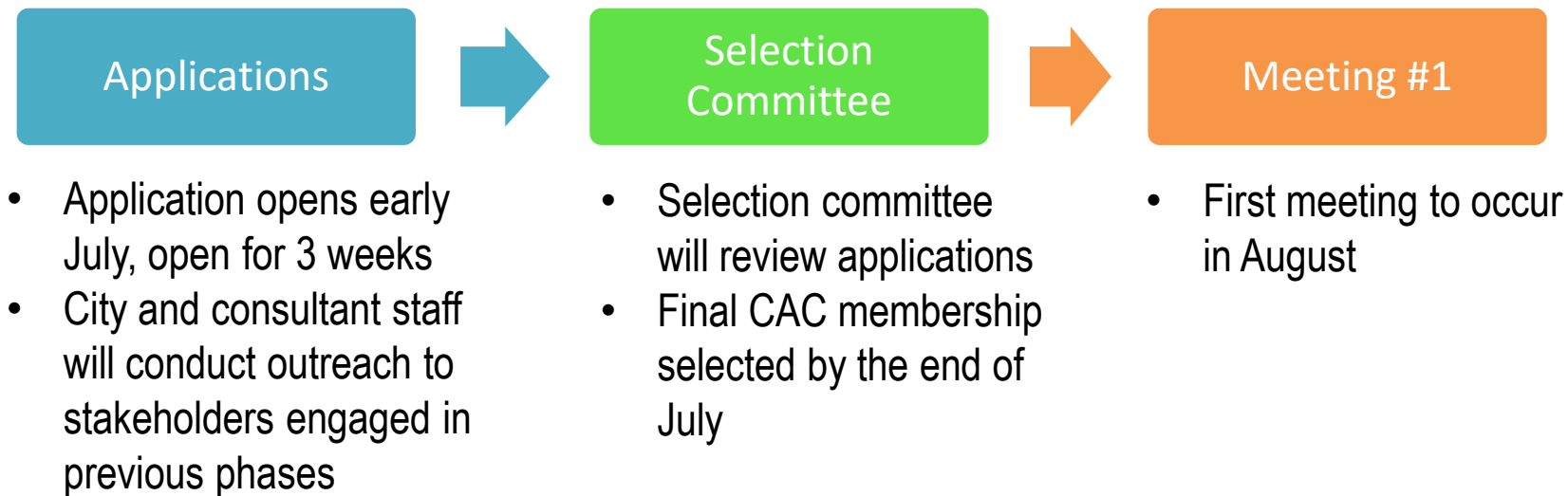
- CAC to be comprised of a wide range of stakeholders, including:
 - Residents of the neighborhoods on the Columbia Street corridor
 - Members of neighborhood associations
 - Business owners/representatives
 - Community organizations/representatives
 - Service provider representatives
 - Transit riders/representatives
 - Members of existing boards (including the Parking Advisory Committee)
 - Cyclists

Community Advisory Committee (CAC)

- CAC goals:
 - Identify a set of multi-modal improvements for the Columbia Corridor, including Complete Streets alignment and design
 - Consider feedback collected during previous phases of engagement and feedback being gathered by current engagement activities
 - Consider impacts to safety, mobility, accessibility, connectivity, and parking
 - Work with staff and technical consultant to explore new design concepts
 - Work to identify a consensus design with broader community support

Community Advisory Committee (CAC)

CAC Selection Process



Community Advisory Committee (CAC)

CAC Process:

- Meeting 1: CAC Charter, review of project-to-date and Complete Streets policy
- Meeting 2: Technical overview, design alternatives, mitigation measures
- Meeting 3-5: Exploration alignment, design concepts, safety improvements for all modes, identification/discussion of tradeoffs
- Meeting 6: Identification of recommended package of improvements
- Meeting 7: Evaluation and wrap up
- Schedule includes two additional contingency meetings if needed

Additional Outreach Activities

- Door-to-door outreach to residents and business owners
- Engagement with neighborhood associations
- Engagement with stakeholder groups (Uptown Village Association, Vancouver's Downtown Association, Parking Advisory Committee, Bicycle and Pedestrian Stakeholder Group, the Veterans Assistance Center, and others)
- Tabling at community events
- Public meeting
- Online open house
- Project materials (website updates, flyers, and social media)

Next Steps/Timeline

- July: CAC recruitment & selection
- August – December: CAC meetings
 - Plan includes contingency for two additional meetings if needed
- August – January: Additional outreach activities
- Winter 2019: Staff presentations to City Council and Parking Advisory Committee on CAC process and package of recommended improvements

Questions and Discussion

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