CITY COUNCIL MEETING MINUTES

Vancouver City Hall – Council Chambers – 415 W. 6th Street
PO Box 1995 – Vancouver, Washington 98668-1995
www.cityofvancouver.us

Anne McEnerny-Ogle, Mayor
Bart Hansen · Bill Turlay · Alishia Topper · Ty Stober · Linda Glover · Laurie Lebowsky

April 9, 2018

WORKSHOPS (City Council Chambers)

4:30-5:00 p.m. **URBAN FORESTRY COMMISSION UPDATE**

Council met with Charles Ray, Urban Forester, and Urban Forestry Commissioners Susan Sanders and Susan Law.

Summary
City staff and members of Urban Forestry Commission provided Council with an update and annual report on the activities of the Urban Forestry Commission. (Charles Ray, 487-8329)

5:00-6:00 p.m. **CULTURE, ARTS AND HERITAGE PLAN DRAFT**

Council met with Jeanette (Jan) Bader, Program & Policy Development Manager, and Tracy Fortmann and Maureen Montague, members of the Culture, Arts & Heritage Advisory Committee.

Summary
City staff and members of the Culture, Arts & Heritage Advisory Committee provided Council with an overview of the final proposed Vancouver Culture Arts & Heritage Plan. (Jan Bader, 487-8606)

COUNCIL DINNER/ADMINISTRATIVE UPDATES

Birch Conference Room – 6:00-6:30 p.m.

COUNCIL CONSENT AGENDA MEETING (City Council Chambers)

PLEDGE OF ALLEGIANCE

CALL TO ORDER AND ROLL CALL
The consent meeting of the Vancouver City Council was called to order at 6:30 p.m. by Mayor Anne McEnerny-Ogle in the Council Chambers of City Hall, 415 W. 6th Street, Vancouver, Washington.

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

Motion by Councilmember Stober, seconded by Councilmember Hansen, and carried unanimously to excuse Councilmembers Topper and Turlay.

PROCLAMATION: FAIR HOUSING ACT 50TH ANNIVERSARY

Mayor McEnerny-Ogle read and presented a proclamation to Rian Davis and Kay Hunt, representing the Clark County Realtors Association, recognizing April 11, 2018, as the 50th Anniversary of the Fair Housing Act and proclaiming April 2018 as Fair Housing Month.

PROCLAMATION: OUR COMMUNITY SALUTES

Mayor McEnerny-Ogle read and presented a proclamation to Jim Erixson and Larry Smith, co-chairs of the Community Military Appreciation Committee, proclaiming April 19, 2018, as Our Community Salutes Day.

CITIZEN COMMUNICATION (ITEMS 1-10)

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

CONSENT AGENDA (ITEMS 1-10)

Council requested Items 2, 4, 5 and 9 be pulled from the Consent Agenda for separate consideration.

Motion by Councilmember Hansen, seconded by Councilmember Stober, and carried unanimously to approve Items 1, 3, 6-8, and 10 of the Consent Agenda.

1. COLUMBIA ST. AND MAIN ST. TRAFFIC SIGNAL INTEGRATION PROJECT, CONSTRUCTION ACCEPTANCE AND RELEASE RETAINAGE BOND

(Staff Report 041-18)

Summary

The project extended and improved communications between traffic signals and City traffic computers by adding fiber optic communication lines and associated equipment through various roadway segments from City Hall to the intersection at Main Street/East 45th Street. Numerous traffic signals that were not previously connected to the City's communication network have been connected, including new signals in the Waterfront Development. Improved communications with traffic signals will allow the City to make corrections and fine-tune traffic signal operations remotely from a central location, which will increase efficiency by reducing vehicular delay, fuel consumption, carbon emission, and vehicular accidents.

Project was awarded August 22, 2016. Project was physically complete in August 4, 2017. Final construction costs for the project are $1,022,041.45. The work was completed satisfactorily in accordance with the plans and specifications.

The original construction contract bid amount was $938,647.40. Change orders and field adjustments during construction increased the contract amount $83,394.05 or 8.8 percent. The majority of the increase resulted from the addition of work in the Waterfront Development area near the Columbia River. Communication was extended to the new traffic signals along Columbia Way. This work was added during the project, once the design was completed for this new portion of the communication system.

Motion accepted the Columbia St., Main St., Traffic Signal Integration Project as constructed by Mill Plain Electric, Inc. of Vancouver, Washington, and authorized release of retainage bond subject to receipt of all documentation required by law. *(Charles Fell, Senior Civil Engineer, 487-7790)*

2. 2017 PRESERVATION CURB RAMPS PROJECT, CONSTRUCTION ACCEPTANCE AND RELEASE OF RETAINAGE
(Staff Report 042-18)

Ryan Lopossa, Streets & Transportation Manager, and Charles Fell, Senior Civil Engineer, were available to address Council comments and questions on Items 2, 4 and 5.

Summary
The project constructed 73 ADA-compliant curb ramps at various locations across the City in advance of the 2017 Joint City-County Preservation project and the 2017 Joint Agency Slurry Seal project.

The original construction contract bid amount was $589,115.00. Field adjustments and change orders during construction increased the contract amount $75,439.67, or 12.8%. The majority of the increase resulted from more traffic control flagging than anticipated by the project designer. Traffic control flagging is paid at a set hourly rate. The City and the Contractor agree on a daily basis on the number of flaggers needed to safely perform the work. Since the majority of this project's work was in the downtown area, high levels of pedestrian and vehicular traffic necessitated the use of more flagging than previous curb ramp projects.

An apprenticeship utilization goal of 3% was required for this project. The contractor achieved apprenticeship utilization of 0%. The contractor was assessed a penalty of $1,675.00 for the unmet apprenticeship labor hours as specified in the contract.

Integrity Excavating & Construction of Battle Ground, Washington, has satisfactorily completed the subject improvements in accordance with the plans and specifications.

Councilmember Stober expressed concerns about the 2017 curb improvement construction projects noting that pedestrian access had been cut off from all four corners of one intersection during construction, and he observed that the design seemed inconsistent from corner to corner. He stated he wanted to ensure that with the 2018 projects, the construction scheduled was better planned out so that all four corners of an intersection were not closed at the same time, and he wants the City to start thinking about every street corner as a potential piece of public art.

Mr. Lopossa noted that ADA regulations are updated somewhat frequently, so curb ramp improvements are a continual project for the City. He noted that Public Works staff learned a lot of lessons from the 2017 projects, including the need to work more closely with contractors on ensuring pedestrian access in intersections, and he stated staff has been discussion how to address this and other challenges moving forward with 2018 projects. He stated that the inconsistency in design can partially be attributed to the fact that the City does not acquire new right-of-way when curb ramps are reconstructed and has to work within varying limitations, but when there is a planned development, the City does require right-of-way from the project so that the curb ramps can be constructed to the appropriate standards.

Councilmember Lebowsky asked if detours are set up during construction. Mr. Lopossa stated the City's new sidewalk program manager is going to be working closely with contractors to address this issue.

Councilmember Glover noted that for the 2017 curb ramp project, the contractor did not meet the apprenticeship goal and instead paid a fine. She wondered how often that occurs with City contracts and whether this policy needs to be revisited.

Motion by Councilmember Stober, seconded by Councilmember Lebowsky, and carried unanimously accepted the 2017 Preservation Curb Ramps project as constructed by Integrity Excavating & Construction of Battle Ground, Washington, and authorized release of retainage in the amount of $33,227.73, subject to receipt of all documentation required by law. *(Charles Fell, Senior Civil Engineer, 487-7790)*

3. FOURTH PLAIN SUBAREA SIDEWALK INFILL PROJECT, CONSTRUCTION ACCEPTANCE AND RELEASE OF RETAINAGE
(Staff Report 043-18)

Summary
The project added sidewalks to the west side of Rossiter Lane and the east side of Neals Lane north of Fourth Plain Boulevard. The project improved pedestrian safety and circulation in the area of Evergreen Park and around the C-TRAN Bus Rapid Transit (BRT) stations on Fourth Plain Boulevard.

Wildish Standard Paving Company of Eugene, Oregon, was awarded the construction contract in April 2017.

Construction began in June 2017. Project was physically complete in November 2017. Final construction costs for the project are $726,695.10. This project is funded by a CMAQ federal grant and local funds. The project is included in the 2017-2018 Transportation Capital Fund Budget.

The original construction contract bid amount was $720,819.00. Field adjustments and change orders during construction increased the contract amount $5,876.10, or 0.8%. The largest change order was the modification of new stormwater piping to adjust for existing utilities not shown on the plans.

Wildish Standard Paving Company of Eugene, Oregon, has satisfactorily completed the subject improvements in accordance with the plans and specifications.

Motion accepted the Fourth Plain Subarea Sidewalk Infill Project as constructed by Wildish Standard Paving Company of Eugene, Oregon, and authorized release of retainage bond, subject to receipt of all documentation required by law. *(Charles Fell, Senior Civil Engineer, 487-7790)*

4. AWARD OF CONSTRUCTION CONTRACT FOR THE 2018 PRESERVATION CURB RAMPS PROJECT (#072818)
(Staff Report 044-18)

Summary
The City is performing preservation treatments on approximately 100 lane miles of street. Preservation treatments include microsurfacing, cape seals, bonded wearing course, slurry seals, and asphalt rubberized chip seals.

Per the Federal Highway Administration (FHWA), streets receiving treatments that are considered an alteration are required to be upgraded so that existing curb ramps meet current ADA requirements. FHWA considers microsurfacing, cape seals, and bonded wearing course as alterations.

City maintenance crews do not have the available labor or equipment to do the type of work being done as part of this project.

The 2018 Preservation Curb Ramps project is being constructed as part of the Pavement Management program. It will construct, in advance, ADA curb ramps on streets that will be resurfaced later this summer.

On March 27, 2018, the City received four bids for the subject project. The bids ranged between $674,312.00 and $848,730. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	***AMOUNT***
Advanced Excavating Specialists, Longview, Washington	*$674,312.00*
Halme Excavating INC., Battle Ground, Washington	*$752,580.00*
Clark & Sons, Battle Ground, Washington	*$836,502.00*
MJ Houghes Construction, Vancouver, Washington	*$848,730.00*
Engineers' Estimate	*$800,000 -1,000,000*

There is a minimum apprenticeship goal of 3% of the utilized labor hours for this project. Advanced Excavating Specialists of Longview, Washington, has submitted an Apprenticeship Utilization Plan estimating a total of 3,000 applicable labor hours for the project. The contractor is proposing to utilize general labor apprentice(s) to reach the 3%, or 90 hours.

Motion by Councilmember Stober, seconded by Councilmember Lebowsky, and carried unanimously awarded a construction contract for the 2018 Preservation-Curb Ramps project to the lowest responsive and responsible bidder, and authorized the City Manager or designee to sign a contract with Advanced Excavating Specialists of Longview, Washington, at their bid price of $674,312.00, which includes Washington State sales tax. *(Chris Sneider, Pavement Manager, 487-8329)*

5. AWARD CONSTRUCTION CONTRACT FOR THE 2018 RESURFACING CURB RAMPS PROJECT (#072818)
(Staff Report 045-18)

Summary
The 2018 Resurfacing - Curb Ramps project is being constructed as part of the Pavement Management program. It will construct, in advance, ADA curb ramps on streets that will be resurfaced later this summer.

On March 20, 2018, the City received four bids for the subject project. The bids ranged between $1,188,498.00 to $1,397,846.25 dollars. Lee Contractors withdrew their bid because of a fatal error in there unit price for cement concrete sidewalk. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	***AMOUNT***
MJ Hughes Construction, Vancouver, Washington	*$1,188,498.00*
Advanced Excavating Specialists, Longview, Washington	*$1,225,600.00*
Clark & Sons Excavating, Battle Ground, Washington	*$1,397,846.25*
Lee Contractors, Battle Ground, Washington	*Bid Withdrawn*
Engineers' Estimate	*$1,308,084*

There is a minimum apprenticeship goal of 3% of the utilized labor hours for this project. Advanced Excavating Specialists of Longview, Washington, has submitted an Apprenticeship Utilization Plan estimating a total of 8,483 applicable labor hours for the project. The contractor is proposing to utilize cement mason to reach the 3%, or 255 labor hours.

Motion by Councilmember Stober, seconded by Councilmember Lebowsky, and carried unanimously awarded a construction contract for the 2018 Resurfacing -Curb Ramps project to the lowest responsive and responsible bidder, and authorized the City Manager or designee to sign a contract with MJ Hughes Construction from Vancouver, Washington, at their bid price of $1,188,498.00, which includes Washington State sales tax. *(Chris Sneider, Pavement Manager, 487-8329)*

6. 2017 JOINT CITY-COUNTY CONTRACT AMENDMENT FOR STREET PRESERVATION (#072818)
(Staff Report 046-18)

Summary
On March 14, 2017, the City received bids for the 2017 Joint City-County Preservation project, which was awarded to Intermountain Slurry Seal Inc. of Sparks, Nevada with the City of Vancouver's portion of the work being approved for $1,853,401.04. As part of the bid, the contractor executed a separate contract with each agency. In addition, the participating agencies reserved the right to extend the contract for

two (2) one- (1) year periods with the same terms and conditions and the option to review unit prices for adjustment due to inflation and amount of work.

At the end of 2017, the City and County met to discuss a contract extension with Intermountain for 2018 and decided that it was in our best interests to do so. 2018 work quantities were sent to Intermountain and proposed 2018 pricing was agreed upon for the unit bid items. The overall adjusted price increase was approximately 13% for the average unit bid item price. The price increase is mostly due to increased aggregate costs. Other factors that contributed to the price increase include increased prices for equipment, emulsion, and trucking. The estimated 2018 City of Vancouver portion of the work is $1,601,438.00 with the total contract amount at $3,454,839.04.

Motion Amend the Intermountain Slurry Seal Inc., of Sparks, Nevada, construction contract for the 2017 Joint City-County Contract and authorize the City Manager or designee to sign the Contract Amendment for street preservation work for one additional year for an amount for 2018 work of $1,601,438.00, for a total contract amount of $3,454,839.04, which includes Washington State sales tax. *(Chris Sneider, Pavement Manager, 487-8329)*

7. Regional Major Crimes Team – Mutual Law Enforcement Assistance Agreement
(Staff Report 047-18)

Summary
The current RMCT Mutual Law Enforcement Assistance Agreement needs to be updated to reflect current practices, capabilities, and active partners. The RMCT is a regional collaboration of seven law enforcement agencies.

The RMCT Mutual L.E. Assistance Agreement provides for cooperative and coordinated investigations of law enforcement-involved fatalities or serious injury incidents, major crimes, or other serious incidents.
Each member agency of the RMCT bears the costs of training and equipment for their individual members. During any incident where the RMCT is activated, each signatory agency agrees to bear the overtime costs of their own department members for the first 72 hours. Thereafter, overtime may be charged to the agency of jurisdiction. Secondary costs (e.g. transcription fees, records production fees) are borne by the agency of jurisdiction. Agencies wishing to discontinue participation in an investigation beyond the first 72 hours may withdraw.

Activation of the RMCT occurs through the chief law enforcement officer of the agency of jurisdiction (or their designee) making a request to one of the RMCT supervisors (Major Crime Unit detective supervisors for the Clark County Sheriff's Office and the Vancouver Police Department). The amended agreement removes agencies who do not contribute investigative resources and/or personnel to the RMCT.

Motion authorized the City Manager or his designee to sign the new RMCT Mutual Law Enforcement Assistance Agreement and continue as a participating agency. *(Troy Price, VPD Investigations Lieutenant, 487-7463)*

8. AMENDMENTS TO INTERLOCAL AGREEMENTS WITH C-TRAN RELATED TO PROPERTY ACQUISITION FOR AND CONSTRUCTION, OPERATION AND MAINTENANCE OF THE BUS RAPID TRANSIT SYSTEM ALONG FOURTH PLAIN BLVD.
(Staff Report 048-18)

Summary
The City entered into three Interlocal Agreements with C-TRAN regarding the Bus Rapid Transit System along Fourth Plain Blvd:
(1) Interlocal Agreement for City Transfer of Development Fee-in-Lieu Payment for Frontage Improvements, Fourth Plan Boulevard (South Side) East of Grand Avenue, dated October 6, 2014 ("October 2014 Agreement");
(2) Interlocal Agreement for Property Acquisition, Ownership, Permitting and Operation of Bus Rapid Transit Stations and Related Facilities for Fourth Plain Bus Rapid Transit Corridor, dated August 2, 2015 ("August 2015 Agreement"); and
(3) Interlocal Agreement for Coordination, Construction, Implementation, and Ongoing Operations, Transit Signal Priority For The Fourth Plain Bus Rapid Transit Corridor, dated May 28, 2015 ("May 2015 Agreement").

Each of these Agreements requires amendments. First, City staff and C-TRAN unintentionally allowed the October 2014 Agreement to expire, rather than execute permitted extensions, and now wish to reinstate the Agreement and extend the term through December 31, 2018. Second, City staff and C-TRAN would like to amend the August 2015 Agreement to indicate the federal grant that C-TRAN used to acquire the right-of-way needed to complete the Bus Rapid Transit System. Finally, City staff and C-TRAN wish to amend the May 2015 Agreement so that Transit Signal Priority ("TSP") equipment, which is needed for purposes of giving special treatment to transit vehicles at signalized intersections, remains C-TRAN's property and to also provide that C-TRAN will remain responsible for TSP equipment maintenance, operation, and replacement costs.
Motion authorized the City Manager or his designee to execute amendments to the following interlocal agreements with C-TRAN: 1) Reinstatement and Amendment to Interlocal Agreement for City Transfer of Development Fee-in-Lieu Payment for Frontage Improvements; 2) Amendment to Interlocal Agreement for Property Acquisition, Ownership, Permitting and Operation of Bus Rapid Transit Stations and Related Facilities for Fourth Plain Bus Rapid Transit Corridor; and 3) Interlocal Agreement for Coordination, Construction, Implementation, and Ongoing Operations, Transit Signal Priority For The Fourth Plain Bus Rapid Transit Corridor *(Ryan Lopossa, Streets & Transportation Manager, 487-7706)*

9. SE 5TH STREET RIGHT-OF-WAY VACATION
(Staff Report 049-18)

Mr. Lopossa provided staff comments.

Summary
Staff has received a request from Fore Property Company to vacate a portion of SE 5th Street, located between SE 164th and SE 166th Avenues. The right-of-way is specifically located within the Northeast Quarter of Section 36, Township 2 North, Range 2 East, Willamette Meridian.

The SE 5th Street right-of-way currently provides property access and public street connectivity between SE 164th Avenue and SE 166th Avenue. The west segment of SE 5th Street provides access to a medical clinic and apartments on the north, and a self-storage facility on the south. This segment of SE 5th Street will not be vacated, and will remain unchanged.

The segment of SE 5th Street right-of-way to be vacated begins approximately 250 feet east of 164th Avenue and extends approximately 365 feet westward to 166th Avenue. This right-of-way contains approximately 22 feet of paved roadway surface, sidewalk on the north side only, an 8-inch water main, and various stormwater conveyance structures near the intersection of 166th Avenue.

Two parcels adjoin the right-of-way to be vacated. The parcel on the north is owned by PYF LLC, and the parcel to the south is owned by the applicant. Pursuant to VMC 11.05.130, the property associated with a vacated street shall belong to the abutting property owners, one-half to each. However, PYF LLC has signed an agreement with the applicant, waiving all claim of interest in the right-of-way to be vacated and stipulating that the entirety of the vacated right-of-way be transferred to the applicant.

The pending development of the applicant's parcel (known as Mill Plain Apartments, currently under review by City staff) will construct a barricade at the dead-end of SE 5th Street created by this street vacation. The pending development will also include completion of SE 6th Street from the existing signalized intersection at SE 164th Avenue westward to SE 166th Avenue, and SE 166th Avenue will be completed from the SE 5th Street intersection southward to intersect with the new extension of SE 6th Street. This connection will provide equivalent or improved street connectivity compared to what is currently provided by SE 5th Street. Additionally, the Fire Department has verified that emergency access to the various affected properties will not be adversely impacted by the proposed right-of-way vacation and street connectivity changes. Further, staff has reviewed the City's Transportation Systems Plan and determined there is no future need for this right-of-way. Therefore, vacation of this portion of SE 5th Street right-of-way will not have an adverse impact on the City's 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, including a domestic water main and various stormwater conveyance structures near the intersection of 166th Avenue. Further, the City requires that the existing sidewalk on the north side of SE 5th Street remain in place to accommodate continued pedestrian needs. Therefore, the City will retain a 17-foot public utility and access easement under and over the vacated area for the construction, repair and maintenance of these remaining public utilities and services.

RCW 35.79.030 and VMC 11.05.120 stipulate provisions for the City to collect compensation for the value of public right-of-way that is vacated. An analysis of the County Assessor's records for properties in the immediate vicinity of the proposed vacation area resulted in an estimated property value equal to $10.48 per square foot. The total area of the proposed vacation is 11,822 square feet. This results in a total estimated property value equal to $123,895.

As previously noted, the right-of-way has historically been used to provide public street connectivity and utility services to the immediate area. The City has maintained this portion of SE 5th Street in a fashion *similar to that of other public streets, performing regular maintenance to the pavement, street sweeping and other services. Based on these circumstances and the investment made by the City, staff recommends the imposition of compensation equal to 100% of the total estimated property value, which is equal to $123,895. This sum shall be remitted to the City prior to the right-of-way vacation becoming effective.*

Mr. Lopossa explained that staff was requesting Council remand this item, as additional negotiation was required with the applicant regarding the proposed compensation the City was requesting in exchange for the right-of-way vacation. He explained there was some confusion regarding that expectation, and staff would need to work further with the applicant before the item would be ready for Council's consideration on a future date.

Council remanded the item to staff for further development.

10. APPROVAL OF CLAIM VOUCHERS

Motion approved claim vouchers for April 9, 2018, in the amount of $4,053,528.27.

CITIZEN FORUM

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

ADJOURNMENT

7:06 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.

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Anne McEnerny-Ogle, Mayor
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April 16, 2018

WORKSHOPS (City Council Chambers)

4:00-4:30 p.m. **ECONOMIC DEVELOPMENT PARTNERS UPDATE**

Council met with Mike Bomar, President & CEO of Columbia River Economic Development Council (CREDC); Max Ault, Executive Vice President of CREDC; and Janet LaBar, President & CEO of Greater Portland, Inc. (GPI).

Summary
Staff from the City's economic development partners, CREDC and GPI, provided Council with an overview of their organizations' recent and upcoming projects and initiatives. (Teresa Brum, Economic Development Division Manager, 487-7949)

4:30-5:00 p.m. **FIRE COMMUNITY RESOURCE TEAM UPDATE**

Council met with Joe Molina, Vancouver Fire Chief.

Summary
Chief Molina provided Council with an overview of the work and recommendations of the Fire Community Resource Team. (Joe Molina, 487-7201)

5:00-5:30p.m. **GRAND BOULEVARD DAY CENTER UPDATE**

Council met with Chad Eiken, Community & Economic Development Director, and Peggy Sheehan, Community Development Programs Manager.

Summary
Staff provided Council with a status update on the Grand Boulevard Day Center and an overview of the proposed financing and operations. (Peggy Sheehan, 487-7952)

5:30-6:00 p.m. **PLANNING COMMISSION RECOMMENDATIONS RE: 5TH PLAIN CREEK ANNEXATION REZONE AND STANDARDS FOR LIMITS TO DOMESTIC ANIMALS**

Council met with Bryan Snodgrass, Principal Planner, Bryan Monroe, Associate Planner, and Paul Scarpelli, Manager of Clark County Animal Control.

Summary
Staff provided Council with an overview of proposed code amendments related to a rezone request associated with the pending 5th Plain Creek Annexation and Planning Commission recommendations related to proposed limits on the number of domestic animals allowed in private residences. (Bryan Snodgrass, 487-7952)

COUNCIL DINNER/ADMINISTRATIVE UPDATES

Birch Conference Room – 6:00-7:00 p.m.

COUNCIL REGULAR MEETING (City Council Chambers)

PLEDGE OF ALLEGIANCE

CALL TO ORDER AND ROLL CALL

The regular meeting of the Vancouver City Council was called to order at 7:00 p.m. by Mayor Anne McEnerny-Ogle in the Council Chambers of City Hall, 415 W. 6th Street, Vancouver, Washington.

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

Absent: None

APPROVAL OF MINUTES OF MARCH 26, 2018

Motion by Councilmember Glover, seconded by Councilmember Lebowsky, and carried unanimously approved the meeting minutes of March 26, 2018.

APPROVAL OF MINUTES OF APRIL 2, 2018

Motion by Councilmember Stober, seconded by Councilmember Lebowsky, and carried unanimously approved the meeting minutes of March 26, 2018. Councilmember Turlay abstained.

SPECIAL PRESENTATION: JOYO SISTER CITY DELEGATION

Joyo City Mayor Okuda greeted the Council and congratulated Mayor McEnerny-Ogle and Councilmembers Topper and Glover on their recent elections and Councilmember Lebowsky on her appointment to the Council.

SPECIAL PRESENTATION: UNITED ARAB EMIRATES POLICE COMMANDERS EVALUATION TEAM RECOGNITION OF VPD OFFICER

Roderick Rowan, Director of the Resuscitation Group, recognized Vancouver Police Corporal Drue Russell for his assistance and accommodation of a recent group of police commanders from the United Arab Emirates who had traveled to Vancouver to receive executive officer training.

PROCLAMATION: NATIONAL VOLUNTEER WEEK

Mayor McEnerny-Ogle read and presented a proclamation to Hailey Heath, Vancouver Volunteer Coordinator, and Sherry Bragga, representing the Directors of Volunteer Coordinators, proclaiming April 15-21, 2018, as National Volunteer Week in Vancouver.

CITIZEN COMMUNICATION (ITEMS 1-4)

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

- Richard Burrows, Vancouver, spoke in support of Item 2 and adoption of the 2018-2023 Culture, Arts & Heritage Plan. He encouraged the Council to dedicate funding to implementation of the plan.

- Paul Christensen, Vancouver, spoke in support of Item 2 and adoption of the 2018-2023 Culture, Arts & Heritage Plan. He encouraged the City specifically to support the establishment of a performing arts center in Vancouver.

- Sharon Svec, representing Arts of Clark County, spoke in support of Item 2 and adoption of the 2018-2023 Culture, Arts & Heritage Plan. She noted that the Arts of Clark County could provide resources and assistance in implementing parts of the plan.

- Annie Davern, representing Arts of Clark County, spoke in support of Item 2 and adoption of the 2018-2023 Culture, Arts & Heritage Plan.

- Karen Madsen, representing Arts of Clark County, spoke in support of Item 2 and adoption of the 2018-2023 Culture, Arts & Heritage Plan and provided specific examples of how elected officials have provided direct support of the arts in other communities.

- Carroll Dodd, Director of the Senior Theater Club, spoke in support of Item 2 and adoption of the 2018-2023 Culture, Arts & Heritage Plan and noted that senior citizens especially look for opportunities within the arts. She encouraged the Council to dedicate funding to implementation of the plan.

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

CONSENT AGENDA (ITEMS 1-4)

Motion by Councilmember Topper, seconded by Councilmember Lebowsky, and carried unanimously to approve the Consent Agenda.

1. BID AWARD FOR VANCOUVER TENNIS CENTER REROOF PROJECT PER BID #18-3
(Staff Report 050-18)

Summary
The City of Vancouver currently operates the Vancouver Tennis Center, located at 5300 E. 18th Street in Vancouver. The property is owned by the Vancouver School District (District) and the City holds a 20-year long term lease, which has a 10-year initial term, with an auto extension for an additional 10 years. The lease with the auto renewal will be in effect until 2038. In order to continue operations and improve services to the community, the City entered into a Management and Operations Agreement with the United States Tennis Association – Pacific Northwest (USTA-PNW) earlier this year. As part of that agreement the City has committed to replacing the roof.

The Vancouver Tennis Center was constructed in 1975, added onto in 1986 and again in 1993. While the roofing has had periodic maintenance, it has never been replaced and is experiencing multiple failures. Because the roof is beyond its useful life the most economical solution is to replace the entire roof. This project will remove the exposed fastener metal roof and insulation and replace it with a modern concealed clip fully seamed metal roof and insulation system. In addition, this project will replace the rain gutters, metal siding on the end walls, and reseal the concrete joints on the tilt up wall panels. It is anticipated that the Vancouver Tennis Center will be operational during construction with phased closures as needed accommodate construction sequencing; however, depending on what is uncovered during construction, limited full closures may be needed.

Invitation to Bid #18-3 was issued on March 5, 2018. The Invitation to Bid documents included a 3% Apprenticeship Utilization Requirement, which is consistent with the City's policy. The City received three contractor bids by the bid solicitation close on April 3, 2018. City staff and key stakeholders met to review the bids and to provide a recommendation for award. A recommendation for awarding the Vancouver Tennis Center Reroof Project Schedule A (roof replacement) and Schedule B (tilt-up wall sealant replacement) was determined. The bids for Schedule A & B ranged between $820,046 and $1,346,328. The bid results are as follows.

SUMMARY OF BIDS

BIDDER	*Schedule A*	*Schedule B*	*TOTAL*
AMER-X Inc. Roofing, Brush Prairie WA	*$798,908*	*$21,138*	*$820,046*
West Coast Roofing & Building, Salem, OR	*$1,130,697*	*$49,757*	*$1,180,454*
Roof Toppers, Vancouver, WA	*$1,289,960*	*$56,368*	*$1,346,328*
Engineers' Estimate	*$500,000 to $750,000*		

AMER-X Inc. Roofing was determined to be the lowest responsive and responsible bidder and their bid is within the project's budget. The Engineers Estimate had a range between $500,000 and $750,000. The contract with AMER-X Inc. Roofing is written for $820,046.00 to include the acceptance of Schedule A & B.

Motion awarded a contract to the lowest responsive and responsible bidder, AMER-X Inc. Roofing of Brush Prairie, Washington, and to authorized the City Manager or his designee to execute a contract for the Vancouver Tennis Center Reroof Project, in amount of $820,046.00, which includes Washington State Sales tax. *(Jon Sears, Facilities Capital Projects Manager, 487-8319)*

2. ADOPTION OF THE 2018-2023 CULTURE, ARTS & HERITAGE PLAN
(Staff Report 051-18)

A RESOLUTION adopting the City's new Culture, Arts and Heritage Plan.

Summary
In 1994, the City Council adopted Vancouver Municipal Code (VMC) 2.88, which established a Cultural Commission to encourage and support the arts and serve as a central clearinghouse for cultural activities. In 1995, under the direction of the Cultural Commission and the City's Cultural Services Manager, work began on a city-wide Cultural Plan that was accepted by the City Council in 1997. Only a few components of the Cultural Plan were implemented and in 2006, the City eliminated the Cultural Services Manager position and the City Council subsequently suspended the Cultural Commission.

In 2016, the City Council adopted a six-year strategic plan that included developing a new Cultural Plan. Before work began, it was decided to expand the plan to include heritage programs and activities along with arts and culture. The City began work on the plan in August 2017 with assistance from a consultant and a 25-member advisory committee representing a broad range of cultural, arts and heritage organizations. The process included community leader interviews, identifying assets and themes, community forums, reviewing best practices from other communities, focus groups and stakeholder presentations for feedback on the draft plan.

The draft plan includes specific recommendations on actualizing the existing Arts District, reappointing a Cultural Commission and creating a public art program. It also includes examples of how more performing art space could be infused into the Arts District and recommendations for possible funding sources for implementation of the plan and its components.

The Advisory Committee recommends that the initial steps for implementing the plan include establishing a new Cultural Commission, hiring a full-time Cultural Services Manager, restoring the Cultural Grant program and developing a public art program. Implementation of the plan will take a commitment of City resources, either through the general fund or through a dedicated source of funding.

Council is being asked to formally adopt the Culture, Arts & Heritage Plan via resolution.

Motion adopted the new Vancouver Culture, Arts & Heritage Plan via Resolution M-3962. *(Jeanette (Jan) Bader, Program & Policy Development Manager, 487-8606)*

3. KESSID CHURCH ALLEY RIGHT-OF-WAY VACATION
(Staff Report 052-18)

A RESOLUTION fixing May 21, 2018 as the date for a public hearing on a proposal to vacate a portion of a public right-of-way associated with the alley connecting Washington Street and Main Street, between West 27th and West 28th Streets, located within Block 3 of "Steel's Addition," in the Southeast Quarter of Section 22, Township 2 North, Range 1 East, Willamette Meridian, City of Vancouver, Clark County, Washington.

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

AN ORDINANCE vacating a portion of the right-of-way associated with the alley connecting Washington Street and Main Street, between West 27th and West 28th Streets, located within Block 3 of "Steel's Addition," in the Southeast Quarter of Section 22, Township 2 North, Range 1 East, Willamette Meridian, City of Vancouver, Clark County, Washington; providing for an effective date.

Summary

Staff has received a request from the Kessid Church to vacate a portion of partially improved alley right-of-way associated with the alley connecting Washington Street and Main Street, located between West 27th and West 28th Streets. The right-of-way is specifically located within Block 3 of "Steel's Addition," in the Southeast Quarter of Section 22, Township 2 North, Range 1 East, Willamette Meridian.

The pending site improvements on the applicant's properties will include construction of an ADA-compliant elevator enclosure on the external face of the existing church building. The applicant's architect explored all location options for the elevator and concluded that the only viable location is on the south face of the building, immediately adjacent to the alley. The elevator enclosure will extend into the alley right-of-way, thus requiring the proposed right-of-way vacation.

The alley right-of-way currently provides secondary property access and public vehicular circulation between Washington Street and Main Street. The west segment of this alley provides rear property access to two (2) existing residential lots with single-family homes (2701 and 2711 Washington Street). This segment of the alley right-of-way will not be vacated, and will remain unchanged.

The portion of the alley right-of-way to be vacated begins approximately 150 feet east of Washington Street and extends approximately 155 feet westward to Main Street. This right-of-way contains approximately 15 feet of paved alley surface, an 8-inch sewer main, and a 2-inch water main.

Six (6) parcels adjoin the right-of-way to be vacated. All of these adjoining parcels are owned by the applicant. Pursuant to VMC 11.05.130, the property associated with a vacated street shall belong to the abutting property owners, one-half to each. Since the applicant owns all adjoining parcels, the entirety of the right-of-way to be vacated will be transferred to the applicant.

In addition to the elevator enclosure described above, the pending site improvements on the applicant's properties will include construction of new parking areas and associated vehicular circulation aisles. The proposed circulation aisle on the north side of the block will connect to the dead-end of the remaining alley right-of-way to provide vehicular connectivity to West 28th Street. In addition to normal vehicular traffic, this connection will accommodate trash collection trucks and may also be used as a secondary emergency access corridor. The design of the proposed circulation corridor has been reviewed and approved by the Fire Department and the Solid Waste Division. A public access easement is being provided to protect the proposed circulation connection.

Finally, staff has reviewed the City's Transportation Systems Plan and determined there is no future need for this portion of alley right-of-way. Therefore, vacation of this alley 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, including a 2-inch water main and an 8-inch sewer main. As part of the pending site improvements, the applicant will be required to abandon the 2-inch water main and move the 8-inch sewer main. The applicant will reconnect water services to the affected properties as part of the pending site improvements, at the direction of the Water Engineering Division. The applicant will also reconstruct the existing sewer main in a new alignment and dedicate a public utility easement for the construction, repair and maintenance of the new sewer main. There are no other utilities requiring an easement within the area to be vacated.

RCW 35.79.030 and VMC 11.05.120 stipulate provisions for the City to collect compensation for the value of public right-of-way that is vacated. An analysis of the County Assessor's records for properties in the immediate vicinity of the proposed vacation area resulted in an estimated property value equal to $17.56 per square foot. The total area of the proposed vacation is 2,303 square feet. This results in a total estimated property value equal to $40,440.

As previously noted, the right-of-way has historically been used to provide public street connectivity and utility services to the immediate area. The alley has been part of a dedicated public right-of-way for 25 years or more, and the vacated area will be utilized by the applicant for expansion of their current use. Therefore, staff recommends the imposition of compensation equal to 100% of the total estimated property value, which is equal to $40,440. This sum shall be remitted to the City prior to the right-of-way vacation becoming effective.

Motion adopted Resolution of intent M-3963 to vacate a portion of public alley right-of-way associated with the alley connecting Washington Street and Main Street, located between West 27th and West 28th Streets, located within Block 3 of "Steel's Addition," in the Southeast Quarter of Section 22, Township 2 North, Range 1 East, Willamette Meridian, and approved ordinance on first reading, setting the date of public hearing for Monday, May 21, 2018. *(Ryan Lopossa, Streets & Transportation Manager, 487-7706)*

4. APPROVAL OF CLAIM VOUCHERS

Motion approved claim vouchers for April 16, 2018, in the amount of $1,404,705.12.

COMMUNICATIONS

A. From the Council
B. From the Mayor
C. From the City Manager
    a. Parks and Recreation partnership with Harpers Playground

Julie Hannon, Director of Vancouver Parks and Recreation, provided Council with an overview of a proposal from the organization Harpers Playground to collaborate with the City in redesign and upgrade a city playground into an inclusive and innovative playground that would include features accessible by people of all abilities. The organization is interested in investing in improving Marshall Park as a starting project in Vancouver.

ADJOURNMENT

8:11 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.

Human Service Facilities Siting Ordinance Workshop No. 4

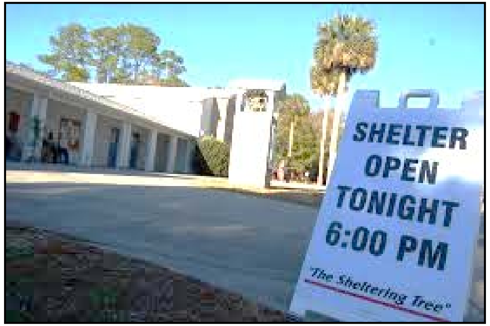
CITY OF Vancouver WASHINGTON

Vancouver City Council
Workshop
May 7, 2018

Chad Eiken, CED Director
Jonathan Young, Deputy City Attorney

Presentation Overview

- Proposed Approach – Key Points
- Recent Planning Commission Input
- Proposed Use Table Changes
- Proposed Performance Standards
- Public Outreach To-Date
- Next Steps



Proposed Approach – Key Points

- Eliminate minimum spacing requirements
- Identify similar use for every HSF-based use; incorporate HSF into similar use classification
- Allow wherever the similar use is allowed (e.g. permitted, limited or conditional use) or make changes
- Apply performance standards to the uses as appropriate

Recent Planning Commission Input

- Agree with distinguishing between Shelters and Commercial Lodging based on when customers check in
- Agree with distinguishing between Soup Kitchens and Restaurants based on when meals are served
- Agree with community centers as its own use category, but leave clubs/lodges as a separate use classification
- The “Big 3” uses (shelters, soup kitchens, day centers) should require conditional use approval in commercial districts

Proposed Use Table Changes

**Refer to Table "Integrated Commercial/HSF Use Table"*

Integrated Commercial/HSF Use Table — Revised Draft: Ap

Note: Recommended changes shown in blue

		Single Family Residential Districts				Multi-Family Residential Districts				Commercial Districts							Indu	
Zoning Classification	**Added HSF Uses**	**R2**	**R4**	**R6**	**R9**	**R18**	**R22**	**R30**	**R35**	**CN**	**CC**	**CG**	**CX**	**WX**	**MX**	**RGX**	**OCI**	
Commercial Lodging	Eliminate Human Service Facility classification; add Transient Lodging, Shelters to 20.160; move Drug/Alcohol Treatment to Medical Centers	X	X	X	X	X	X	X	X	X	C(13)	P/C (13,14)	P/C (13,14)	C(13)	C(13)	X	X	L(1
	Staff comments											Cond. use if guests may only check in at same time	Cond. use if guests may only check in at same time	Cond. use if guests may only check in at same time	Cond. use if guests may only check in at same time			Limit if g may chec same ot proh
Retail - Sales-Oriented	Add Food/Clothing Pantry to 20.160	L(1)	L(1)	L(1)	L(1)	L(4)	L(4)	L(4)	L(4)	L(5)	P	P	P	P	P	P(7)	L(8)	L
	Staff comments	Allow in planned develop ments with size limit	Allow in planned develop ments with size limit	Allow in planned develop ments with size limit	Allow in planned develop ments with size limit	Allow in Mixed Use Buildings	Allow in Mixed Use Buildings	Allow in Mixed Use Buildings	Allow in Mixed Use Buildings								Add missing footnote 8 to match other industrial districts	
Warehouse & Distribution	Add Food Bank to 20.160	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	L(

Proposed Performance Standards

- Would apply to: community centers, eating & drinking uses if meals served at specified time only, and lodging if guests must check in at one time of day only
- Proposed standards:

1. Either an a) indoor or b) covered/screened outdoor area with adequate seating shall be provide and opened to customers no less than one hour prior to mealtime or check-in time; and

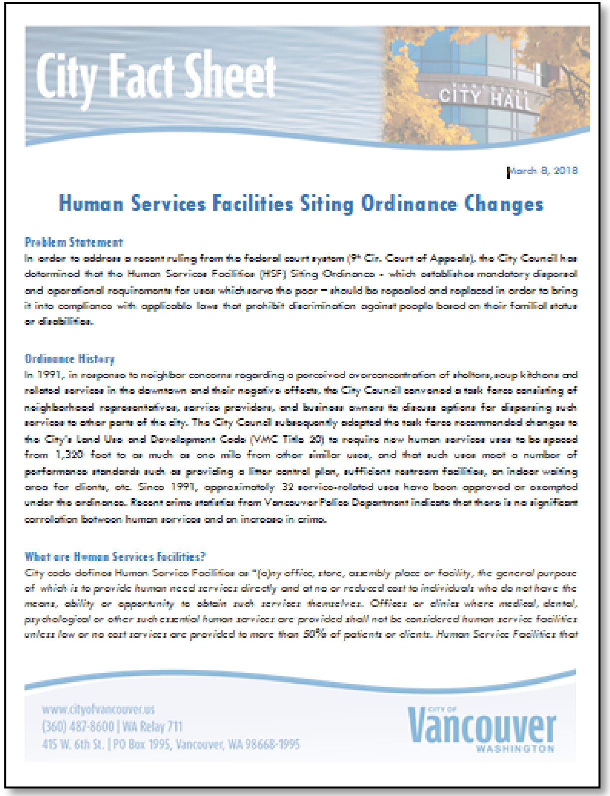
(continued)

Proposed Performance Standards (cont.)

2. A litter control plan that provides for effective litter removal within 200 feet of the facility shall be submitted with the application and adhered to during operating hours; and
3. An indoor area where personal belongings may be temporarily and securely stored shall be provided. No outdoor storage of belongings is permitted; and
4. Restrooms must be provided to serve the expected number of clients at peak periods and must be kept in working order.

Public Outreach To-Date

- Four Planning Commission workshops since November, 2017; four City Council workshops since May, 2016
- Updates at Downtown Stakeholders and Homelessness Ideas Group Meetings
- Presentation at Continuum of Care Meeting (providers) on 3/14/18, CFH on 4/12/18
- Fact sheet and web page created
- Neighborhood Association meetings



City Fact Sheet

March 8, 2018

Human Services Facilities Siting Ordinance Changes

Problem Statement

In order to address a recent ruling from the federal court system (9th Cir. Court of Appeals), the City Council has determined that the Human Services Facilities (HSF) Siting Ordinance - which establishes mandatory dispersal and operational requirements for uses which serve the poor – should be repealed and replaced in order to bring it into compliance with applicable laws that prohibit discrimination against people based on their familial status or disabilities.

Ordinance History

In 1991, in response to neighbor concerns regarding a perceived overconcentration of shelters, soup kitchens and related services in the downtown and their negative effects, the City Council convened a task force consisting of neighborhood representatives, service providers, and business owners to discuss options for dispersing such services to other parts of the city. The City Council subsequently adopted the task force recommended changes to the City's Land Use and Development Code (VMC Title 20) to require new human services uses to be spaced from 1,320 feet to as much as one mile from other similar uses, and that such uses meet a number of performance standards such as providing a litter control plan, sufficient restroom facilities, an indoor waiting area for clients, etc. Since 1991, approximately 32 service-related uses have been approved or exempted under the ordinance. Recent crime statistics from Vancouver Police Department indicate that there is no significant correlation between human services and an increase in crime.

What are Human Services Facilities?

City code defines Human Service Facilities as "(a)ny office, store, assembly place or facility, *the general purpose of which is to provide human need services directly and at no or reduced cost to individuals who do not have the means, ability or opportunity to obtain such services themselves. Offices or clinics where medical, dental, psychological or other such essential human services are provided shall not be considered human service facilities unless low or no cost services are provided to more than 50% of patients or clients. Human Service Facilities that*

www.cityofvancouver.us
(360) 487-8600 | WA Relay 711
415 W. 6th St. | PO Box 1995, Vancouver, WA 98668-1995

City of Vancouver Washington

Feedback To-Date: Service Providers

- Support removal of minimum spacing requirement between HSF uses
- Like that most HSF uses will not need a separate application process or pay an extra fee
- Concern about increased fee when a conditional use permit is required (applies to shelters, day centers, soup kitchens)
- One service provider expressed concern with draft performance standards (litter control, restrooms, etc.)

Feedback To-Date: Neighborhoods

- Not in favor of eliminating the minimum spacing requirements between HSF uses; concern about services co-locating in close proximity to each other
- In favor of a requiring a conditional use hearing for “Big 3” HSF uses, and that City would have ability to enforce conditions of approval
- Main areas of concern are behavior of clients in vicinity of shelters, soup kitchens and day centers

Draft Ordinance meets Council Goals

- Balances needs of service providers to locate near their clients with mitigating identified concerns of neighbors
- Would be compliant with state and federal laws
- Minimum spacing requirements between former HSF uses will be eliminated
- Higher level of public review and performance standards will only apply to uses that might have greater impacts (e.g. day centers, shelters, and soup kitchens)

What's Next

- Draft ordinance is out for public review and comment
- SEPA review, 30-day public comment period ends early June with extensive public/provider outreach
- PC hearing on draft ordinance scheduled for June 8
- Council hearing on draft ordinance in July
- Ordinance likely effective in August

Questions and Discussion

Chad Eiken, Community and Economic Development Director
Jonathan Young, Deputy City Attorney

For more information, visit:
https://www.cityofvancouver.us/ced/page/human-services-facilities-ordinance-changes

CITY OF Vancouver WASHINGTON

Integrated Commercial/HSF Use Table

Revised Draft: April 24, 2018

Note: Recommended changes shown in blue

		Single Family Residential Districts				Multi-Family Residential Districts				Commercial Districts							Industrial Districts			
Zoning Classification	**Added HSF Uses**	**R2**	**R4**	**R6**	**R9**	**R18**	**R22**	**R30**	**R35**	**CN**	**CC**	**CG**	**CX**	**WX**	**MX**	**RGX**	**OCI**	**IL**	**IH**	**ECX**
Commercial Lodging	Eliminate Human Service Facility classification; add Transient Lodging, Shelters to 20.160; move Drug/Alcohol Treatment to Medical Centers	X	X	X	X	X	X	X	X	X	C(13)	P/C (13,14)	P/C (13,14)	P/C (13,14)	C(13)	X	X	L(13)/X	X	P/C(13,14)
	Staff comments											Cond. use if guests may only check in at same time	Cond. use if guests may only check in at same time	Cond. use if guests may only check in at same time	Cond. use if guests may only check in at same time			Limited use if guests may only check in at same time; others prohibited		Conditional use if guests may only check in at same time
Retail - Sales-Oriented	Add Food/Clothing Pantry to 20.160	L(1)	L(1)	L(1)	L(1)	L(4)	L(4)	L(4)	L(4)	L(5)	P	P	P	P	P	P(7)	L(8)	L(8)	L/C(8)	L(8)
	Staff comments	Allow in planned developments with size limit	Allow in planned developments with size limit	Allow in planned developments with size limit	Allow in planned developments with size limit	Allow in Mixed Use Buildings	Allow in Mixed Use Buildings	Allow in Mixed Use Buildings	Allow in Mixed Use Buildings								Add missing footnote 8 to match other industrial districts			
Warehouse & Distribution	Add Food Bank to 20.160	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	L(12)	P	X
Eating & Drinking	Add Soup Kitchen to 20.160	X	X	X	X	L(4)/ C(13,15)	L(4)/ C(13,15)	L(4)/ C(13,15)	L(4)/ C(13,15)	L(5/6)/ C(13,15)	P/C (13,15)	P/C (13,15)	P/C (13,15)	P/C (13,15)	P/C (13,15)	P/C (13,15)	L (10,13)	L(10,13)	L(10,13)	L(8,13)
	Staff comments					Conditional use if meals served at specific time only	Conditional use if meals served at specific time only	Conditional use if meals served at specific time only	Conditional use if meals served at specific time only	Conditional use if meals served at specific time only	Conditional use if meals served at specific time only	Conditional use if meals served at specific time only	Conditional use if meals served at specific time only	Conditional use if meals served at specific time only	Conditional use if meals served at specific time only	Conditional use if meals served at specific time only	Add missing footnote 10; add Limited Use standards	Add Limited Use standards	Add Limited Use standards	Add Limited Use standards
NEW Community Centers	Create new use classification to include homeless day centers	X	X	X	X	C(2,13)	C(2,13)	C(2,13)	C(2,13)	X	C(13)	C(13)	C(13)	C(13)	C(13)	C(13)	L(13)	L(13)	X	L(13)
		R2	**R4**	**R6**	**R9**	**R18**	**R22**	**R30**	**R35**	**CN**	**CC**	**CG**	**CX**	**WX**	**MX**	**RGX**	**OCI**	**IL**	**IH**	**ECX**

	Staff comments										Make a conditional use with standards	Make a conditional use with standards	Make a conditional use with standards	Make a conditional use with standards	Make a conditional use with standards	Make a conditional use with standards	Add to Limited Use standards	Make Limited Use/ add standards		Add to Limited Use standards
General Office	Current classification covers HSF office use	**X**	**X**	**X**	**X**	**L(4)/X**	**L(4)/X**	**L(4)/X**	**L(4)/X**	**L(5)**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**L/C(11)**	**P**
Medical Office	Current classification covers HSF medical office use	**X**	**X**	**X**	**X**	**L(4)/X**	**L(4)/X**	**L(4)/X**	**L(4)/X**	**L(5)**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**X**	**P**
Retail - Personal Services	Current classification includes job skills training	**L(1)**	**L(1)**	**L(1)**	**L(1)**	**L(4)/X**	**L(4)/X**	**L(4)/X**	**L(4)/X**	**L(5)**	**P**	**P**	**P**	**P**	**P**	**P**	**L/C (8)**	**L/C (8)**	**L/C (8)**	**L/C (8)**

* Use specified as limited use in code but no specific limitations are indicated
Footnote 1: Retail uses limited to 1,500 sf per use to max of 5,000 s.f. in planned developments of 150 units+
Footnote 2: Subject to standards for community recreation uses (e.g. 30' setback from residential property, no external commercial activities)
~~**Footnote 3: Subject to HSF ordinance spacing requirements and performance standards, 20.870 VMC**~~
Footnote 4: Allowed but only as part of a mixed use building or site
Footnote 5: Subject to development standards of 20.430.040(D): CN retail and office uses (eg max size 5,000 sf, on an arterial, parking max, etc.)
Footnote 6: Eating and drinking establishments permitted only in conjunction with another permitted use on site
Footnote 7: Retail uses shall not exceed 50,000 sf unless included in a mixed use building with other uses that account for at least 20% of floor space
Footnote 8: Use may not exceed 20% of entire building s.f.; 40-60k s.f. use allowed outright; >60k s.f. allowed by CUP
Footnote 10: Shall consume no more than 10% of total bldg. area
Footnote 11: <40,000 s.f. allowed outright; CUP if between 40,000 and 60,000 sf
Footnote 12: No outdoor storage of materials allowed

Proposed Footnote 13:
The following performance standards apply to community centers and if meals are served at specified times only or lodging guests check in at the same time of day:
1. Either an a) indoor or b) screened/covered outdoor area with adequate seating shall be provided and opened to customers no less than one hour prior to mealtime or check-in time.
2. A litter control plan that provides for effective litter removal within 200 feet of the facility shall be submitted with the application and adhered to during operating hours.
3. An indoor area where personal belongings may be temporarily and securily stored shall be provided. No outdoor storage of belongings is permitted.
4. Restrooms must be provided to serve the expected number of clients at peak periods and must be kept in working order.

Proposed Footnote 14: Conditional use permit required if guests only allowed to check-in at same time

Proposed Footnote 15: Conditional use permit required if meals served to all guests at specific time

Zoning District Key
R2-R9 = Single Family Residential (5,000-20,000 s.f. lots)
R18-R35 = Multi-Family Residential (18-35 dwelling units/acre)
CN = Neighborhood Commercial
CC = Community Commercial
CG = General Commercial
CX = City Center Commercial
WX = Waterfront Mixed Use
MX = Mixed Use
RGX = Riverview Gateway Mixed Use
OCI = Office Commercial Industrial
IL = Light Industrial
IH = Heavy Industrial
ECX = Employment Center Mixed Use

Use Table Key
P = Permitted Use
L = Limited Use (permitted if certain standards are met)
C = Conditional Use Permit (hearing required)
X = Prohibited Use

Other Key Planning Terms:
Planned development: Flexible residential/commercial development requiring City Council approval

Conditional use permit: Requires public hearing and review to address identified impacts

Limited use: Use is allowed outright, subject to compliance with listed performance measures

March 8, 2018

Human Services Facilities Siting Ordinance Changes

Problem Statement

In order to address recent guidance from the federal court system (9th Cir. Court of Appeals), the City Council has determined that the Human Services Facilities (HSF) Siting Ordinance - which establishes mandatory dispersal and operational requirements for uses which serve the poor – should be repealed and replaced in order to bring it into compliance with applicable laws that prohibit discrimination against people based on their familial status or disabilities.

Ordinance History

In 1991, in response to neighbor concerns regarding a perceived overconcentration of shelters, soup kitchens and related services in the downtown and their negative effects, the City Council convened a task force consisting of neighborhood representatives, service providers, and business owners to discuss options for dispersing such services to other parts of the city. The City Council subsequently adopted the task force recommended changes to the City's Land Use and Development Code (VMC Title 20) to require new human services uses to be spaced from 1,320 feet to as much as one mile from other similar uses, and that such uses meet a number of performance standards such as providing a litter control plan, sufficient restroom facilities, an indoor waiting area for clients, etc. Since 1991, approximately 32 service-related uses have been approved or exempted under the ordinance. Recent crime statistics from Vancouver Police Department indicate that there is no significant correlation between human services and an increase in crime.

What are Human Services Facilities?

City code defines Human Service Facilities as "*(a)ny office, store, assembly place or facility, the general purpose of which is to provide human need services directly and at no or reduced cost to individuals who do not have the means, ability or opportunity to obtain such services themselves. Offices or clinics where medical, dental, psychological or other such essential human services are provided shall not be considered human service facilities unless low or no cost services are provided to more than 50% of patients or clients. Human Service Facilities that* *provide on-site food, shelter and/or sleeping accommodations or beds are contained in 20.160.020(A)(3) VMC Transitional Housing*." Typical HSF uses include: Shelters, soup kitchens, homeless day centers, food banks, food and clothing pantries, counseling offices, and medical and dental clinics.

How does the Human Services Facilities Siting Ordinance work?

New human service facilities that are proposed (or existing ones plan to expand) must be approved by the City's Hearing Examiner at a public hearing, and must meet certain minimum spacing requirements and adhere to a set of performance standards. HSF uses are classified into Class 1 facilities (shelters and drug/alcohol treatment centers); Class 2 (other HSF uses serving 75 or more clients on average per day); Class 3 (other HSF uses serving between 20 and 74 clients on average per day); and Exempt (HSF uses serving 19 or fewer clients on average per day). Class 1 facilities may not locate within one mile of another Class 1 facility or within 1,320 feet from any Class 2 or 3 facility. Class 2 facilities may not locate within 1,320 feet of another Class 1, 2 or 3 facility. No more than four Class 3 facilities may locate within 2,000 feet of each other. Additionally, all HSF uses must adhere to performance standards that include: 1) following a litter control plan; 2) ensuring sufficient parking and restrooms to serve the intended number of clients at peak periods; 3) all activities shall be conducted inside a building; 4) following a building and property maintenance plan; and 5) outdoor waiting areas may be restricted.

Why is the City proposing to repeal and replace the HSF Ordinance?

In short, the ordinance makes it more difficult to site or expand uses which serve people who cannot afford to pay for such services, and therefore treats them more restrictively than other similar commercial uses where clients or customers do pay for services; additionally, the ordinance was based on perceived stereotyped behaviors of clients who might access such services (versus data that supports the spacing requirements), as acknowledged by the Task Force's report in 1991. For example, the only operational difference between a food or clothing pantry and a grocery store/retail clothing store is that one set of customers is paying for their goods whereas the other is not. Without data to support that there is a material difference in impacts, this disparate treatment under the law is prohibited and likely unconstitutional under recent findings by the Federal 9th Circuit Court of Appeals (*Cmty. House Inc. v. City of Boise, 490 F.3d 104)*, 2007. In order to regulate HSF uses in a way that is legally defensible, they have to be treated the same as other similar commercial uses, unless specific operational differences (not related to the clientele or ability to pay for services) can be identified.

What are the key aspects of the draft replacement ordinance?

In 2016, City Council directed staff to propose changes to the City's Land Use and Development Code (VMC

Title 20) that would address the legal concerns with how HSF uses are regulated and – to the extent possible – propose development standards that would respond to potential neighborhood impacts.

Proposed Changes:

1. The current minimum spacing requirements between HSF uses would be eliminated.
2. Current HSF uses would be incorporated into their most similar commercial use classification, as follows:

Current HSF Use	Similar Commercial Use
Shelter	Commercial Lodging
Soup Kitchen	Eating & Drinking Establishment
Day Center	Community Center (new category)
Food/Clothing Pantry	Retail – Sales Oriented
Free Medical Clinic	Medical Office
Counseling (Job, Psychological, etc.)	General Office
Food Bank	Warehouse & Distribution
Job/Skills Training	Retail – Personal Services

3. HSF uses would be allowed in zoning districts wherever their assigned similar commercial uses are allowed, and according to any special review process (such as a conditional use permit which requires a public hearing) and associated development standards.
4. Of the HSF uses, only shelters and soup kitchens have been identified as having operational differences from their similar commercial uses due to all clients only being allowed to access the facility at meal times or at a defined check-in time, which may result in secondary impacts (e.g. blocking of sidewalks, litter, surge in restroom facility use, etc.). As such, specific development standards would apply to such uses and not the similar commercial use, and in some zoning districts, uses which serve meals at a certain time only or require check-in at one time, would require additional review for site-specific impacts through a conditional use permit process.

What are the practical implications of this to my business or neighborhood?

Human service facilities such as shelters, soup kitchens, day centers, etc. would be allowed wherever other similar commercial uses are allowed. Because commercial uses are only allowed in residential zoning districts under very limited circumstances (e.g. small retail stores in planned developments or in approved mixed use buildings), there will be very few changes to residential neighborhoods, if any. Most of the uses (except for food banks) would be allowed in commercial districts. Shelters and soup kitchens would require a conditional use permit in commercial districts with public notice and a public hearing to consider potential impacts to nearby properties, and conditions attached to such uses may be strictly enforced even years after the approval is granted.

What are the practical implications to service providers?

There will no longer be a separate application process just for human services facilities, nor will there be any minimum spacing requirements between other service providers. Existing providers that need to expand their facilities but currently cannot because another facility is "too close" could do so. Service providers would be able to locate their facility in any zoning district that allows its similar commercial use which would make it easier for them to find a property that meets their needs. One exception to this is that food banks, which are currently allowed in commercial districts, would only be allowed in certain industrial districts as a "warehouse and distribution" use, but existing food banks in commercial districts would be allowed to remain. Community Centers would be a new use classification created by pulling out certain uses from the "Community Recreation" classification and would incorporate homeless day center as a use. Although community centers are allowed in Single Family Residential Districts as "Community Recreation," the new "Community Center" use would be prohibited in single family districts. A proposed use table which shows where the HSF uses (when combined with their similar commercial use) would be allowed under the draft ordinance may be viewed at https://www.cityofvancouver.us/ced/page/human-services-facilities-siting-ordinance-changes.

What has been the public process so far, and will there be opportunities for public comment?

As of March 7, there have been three public workshops with the City Planning Commission and three public workshops with the City Council, where staff has described the reasons for the proposed changes, possible approaches to bring the ordinance into compliance, and received feedback and direction. The Planning Commission and City Council will have at least one more workshop each to discuss further refinements to the proposed ordinance, after which the draft ordinance will be available for public review and comment. Following a 30-day public comment period and environmental analysis, the Planning Commission will hold a public hearing on the draft ordinance and make their recommendation to the City Council, which will hold a public hearing on the final ordinance. Public comments (written or verbal testimony) will be considered at their respective hearings by the Planning Commission and City Council.

For Additional Information

Please visit https://www.cityofvancouver.us/ced/page/human-services-facilities-siting-ordinance-changes or contact Chad Eiken, Community and Economic Development Director at chad.eiken@cityofvancouver.us

COUNCIL FOR THE HOMELESS

Leadership • Advocacy • Solutions

Feedback Regarding the Two Proposed City of Vancouver Actions

Human Services Citing Ordinance

- The Human Services Citing Ordinance repeal is applauded and supported. Similar ordinances have been found by the court to be discriminatory and based on stereotypes rather than facts.

Proposed Commercial Zoning Changes

- Do not adopt the proposed footnotes 13-15. These footnotes unfairly target agencies serving people without homes and create a double standard among like entities providing the same services (e.g.; restaurants vs. meal programs or hotels vs. shelters). Like entities should be held to the same standards and should not be singled out due to perceived guest behavior or stereotypes.
- Footnote 13.1: Requiring an indoor or screened outdoor area for guests to gather in creates an unfair burden on these facilities to provide a far larger footprint than necessary. Restaurants have people gather on the sidewalk as they wait to be seated. Meal programs should be held to the same standard and not be required to provide space for people to gather while they wait a reasonable amount of time to enter the building.
- Footnote 13.3: Requiring facilities to offer indoor temporary secure storage of belongings is an unfair burden being placed upon agencies that serve people who are homeless. Due to the trauma of homelessness, personal belongings often accompany people when they seek services. Asking agencies to provide indoor storage creates large space requirements, and presents challenges around the management of storage and mitigation of security that may ensue. At the very least, offering temporary secure storage should be optional, particularly with storage being available at the day center.
- Footnote 13.4: Accessible, working restrooms should be a requirement consistent among all commercial facilities. Restroom facilities should be accessible to all guests during operating hours in order to meet basic human needs and should not only be a requirement of specific social service facilities.
- Zoning Classification language is outdated and should be updated to encompass currently accepted terminology.
  - Transient Lodging: Emergency Shelter
  - Soup Kitchen: Meal Programs

Healthy Living Collaborative of Southwest Washington

Working together, to make living better - for everyone.

April 23, 2018

Dear Chad Eiken,

The Heathy Living Collaborative (HLC) is community-driven coalition that works together on upstream initiatives that promote health equity and strengthen communities. The HLC works with over 50 organizations in our southwest Washington region. One of our pillars of work is focused on policy and systems change. We have been watching the development of the repeal of the Human Services Citing Ordinance and want to applaud you for taking a step to prevent potential discrimination. We have provided some suggestions below on the proposed commercial zoning changes.

- Do not adopt the proposed footnotes 13-15. These footnotes unfairly target agencies serving people without homes and create a double standard among like entities providing the same services (e.g.; restaurants vs. meal programs or hotels vs. shelters). Like entities should be held to the same standards and should not be singled out due to perceived guest behavior or stereotypes.
- Footnote 13.1: Requiring an indoor or screened outdoor area for guests to gather in creates an unfair burden on these facilities to provide far larger footprint than necessary. Restaurants have people gather on the sidewalk as they wait to be seated. Meal programs should be held to the same standard and not be required to provide space for people to gather while they wait a reasonable amount of time to enter the building.
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- Footnote 13.4: Accessible, working restrooms should be a requirement consistent among **all** commercial facilities. Restroom facilities should be accessible to all guests during operating hours in order to meet basic human needs and should not only be a requirement of specific social service facilities.

- Zoning Classification language is outdated and should be updated to encompass currently accepted terminology.
    - Transient Lodging: Emergency Shelter
    - Soup Kitchen: Meal Programs

Thank you for your time.

Sincerely,

Kachina Inman, MPH
Healthy Living Collaborative of Southwest Washington
Kachina@hlcsw.org
541-520-9382

I-5 Bridge Planning Inventory

Vancouver City Council

Kris Strickler, PE, WSDOT Southwest Regional Administrator

May 7, 2018

Presentation Outline

- Brief summary of requirements set forth in Substitute Senate Bill 5806 (SSB 5806)
- Brief summary of Interstate 5 Bridge Planning Inventory Report

SSB 5806 - Columbia River I-5 Bridge Planning

WSDOT was directed to provide:

- **A planning inventory that documents previous planning data related to construction of a new Interstate 5 bridge over the Columbia River**
- **Submit a report to the Washington State Legislature by December 1, 2017 that details the findings of the inventory of existing planning work**

Washington State Department of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

December 1, 2017

Secretary of the Senate
P.O. Box 40482
Olympia, WA 98504-0482

Chief Clerk of the House
P.O. Box 40600
Olympia, WA 98504-0600

Dear Members of the Washington State Senate and House of Representatives:

On behalf of the Washington State Department of Transportation (WSDOT), I am pleased to submit the Columbia River I-5 Bridge Planning Inventory Report as directed by the Legislature in SSB 5806. The intent of this report is to provide an understanding of previous planning and development efforts that could be relevant to any future Interstate 5 Bridge replacement project, and to assist in non-duplicative work and effective decision-making as outlined in the legislation.

With the passage of SSB 5806, the Legislature acknowledged that the problems in the Interstate 5 corridor in southwest Washington must be addressed. Delays leading up to the Interstate 5 Bridge during the daily peak commute periods are increasing and corridor travel speeds are dropping, affecting trip reliability for the movement of people and goods between Vancouver, Washington and Portland, Oregon. Additionally, frequent crashes in the corridor and on the bridge itself affect public safety. Replacement of the Interstate 5 Bridge as part of a comprehensive corridor solution is needed to support critical trade routes, provide transportation choices in the face of congestion, and improve safety.

Previous work engaged a broad base of agency, citizen and other stakeholders who collectively developed a shared vision of the problem and initiated the formal federal environmental review process. Over more than a decade, multiple agencies, along with community members and stakeholders, collaborated to produce valuable technical documentation regarding existing and predicted corridor conditions, and acquired several key permits. The six local agency project partners all endorsed the locally preferred alternative. Subsequent to this endorsement, the Federal Highway Administration and the Federal Transit Administration issued a Record of Decision in 2011, formally documenting the successful completion of the environmental review process. The report includes links to documents referenced that are also available on WSDOT's website.

As recognized in SSB 5806 and detailed in the enclosed report, data and decisions from the previous work will be valuable to any future replacement of the Interstate 5 Bridge. Any path forward to replace the spans will require strong partnerships and coordination. Our commitment is to serve as a resource, and support the work of the Legislative Action Committee as they undertake their work outlined in SSB 5806.

Sincerely,

Roger Millar, PE, AICP
Secretary of Transportation

SSB 5806 - Columbia River I-5 Bridge Planning

SSB 5806 establishes a Joint Legislative Action Committee regarding construction of a new I-5 bridge spanning the Columbia River.

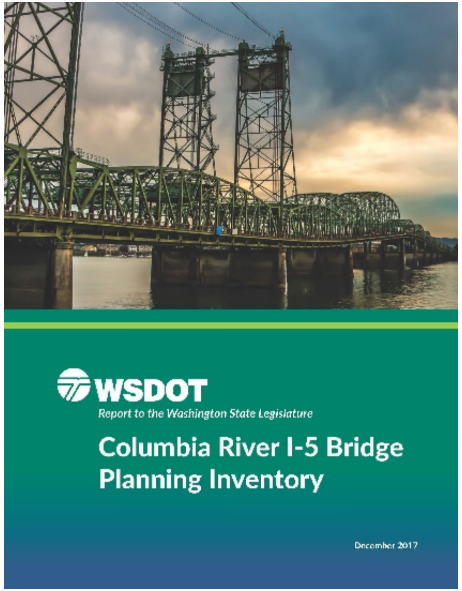
The Committee is tasked to:

- **Work with DOTs, transportation commissions and stakeholders to begin a process toward project development**
- **Review and confirm roles for permitting, construction and maintenance Establish process to seek public comment on the I-5 bridge project development plan**
- **Examine potential mass transit options**
- **Consider creation of a Columbia River bridge authority**
- **Present final recommendations for the process and financing**
- **Report to legislature of each state by December 15, 2018**

Discussed within inventory

WSDOT

Planning Inventory Index/Contents

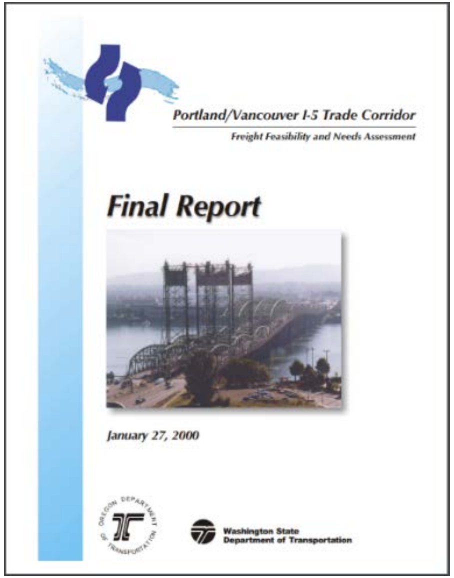


- **Long-range planning (pre-CRC)**
- **Context and constraints**
- **Finance**
- **Project management**
- **Project development**
- **Project delivery**
- **Operations and maintenance**

Long-Range Planning (Pre-CRC)

Bi-State Transportation Committee (1999)

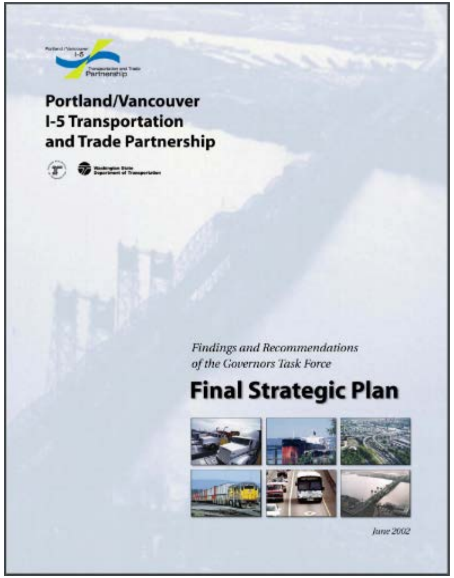
- **Freight Feasibility and Needs Assessment Final Report:**
    - **I-5 is the primary economic lifeline on the West Coast**
    - **To maintain economic competitiveness, the region needs to develop a strategic plan for the I-5 Trade Corridor**
    - **Improvements will be costly and most cannot be funded with existing transportation revenues**



Long-Range Planning (Pre-CRC)

Portland/Vancouver Transportation and Trade Partnership (2001)

- **The Governors of Washington and Oregon appointed a Task Force to address the growing congestion of I-5 in the metro areas of Vancouver and Portland between I-205 and I-84**
- **The 26-member Task Force included:**
  - **Metro, Tri-Met, City of Portland, ODOT, Ports, WTC, C-Tran, City of Vancouver, Clark and Multnomah counties, neighborhoods, businesses, industry, citizen groups**



Long-Range Planning (Pre-CRC)

Portland/Vancouver Transportation and Trade Partnership (2001)

- **Final Strategic Plan recommended physical improvements in the I-5 Trade Corridor to meet the transportation, economic and livability needs of the Portland/Vancouver region**
- **Recommended widening projects (from 2 to 3 lanes) included:**

• Vancouver 99th St. to 134th St.	Completed - 2009
• Vancouver Main St. to 99th St.	Completed - 2002
• Bridge Influence Area Improvements	CRC Project
• Victory Blvd. to Lombard St.	Completed - 2010
• I-405 to I-84	Funded - 2017

Context and Constraints

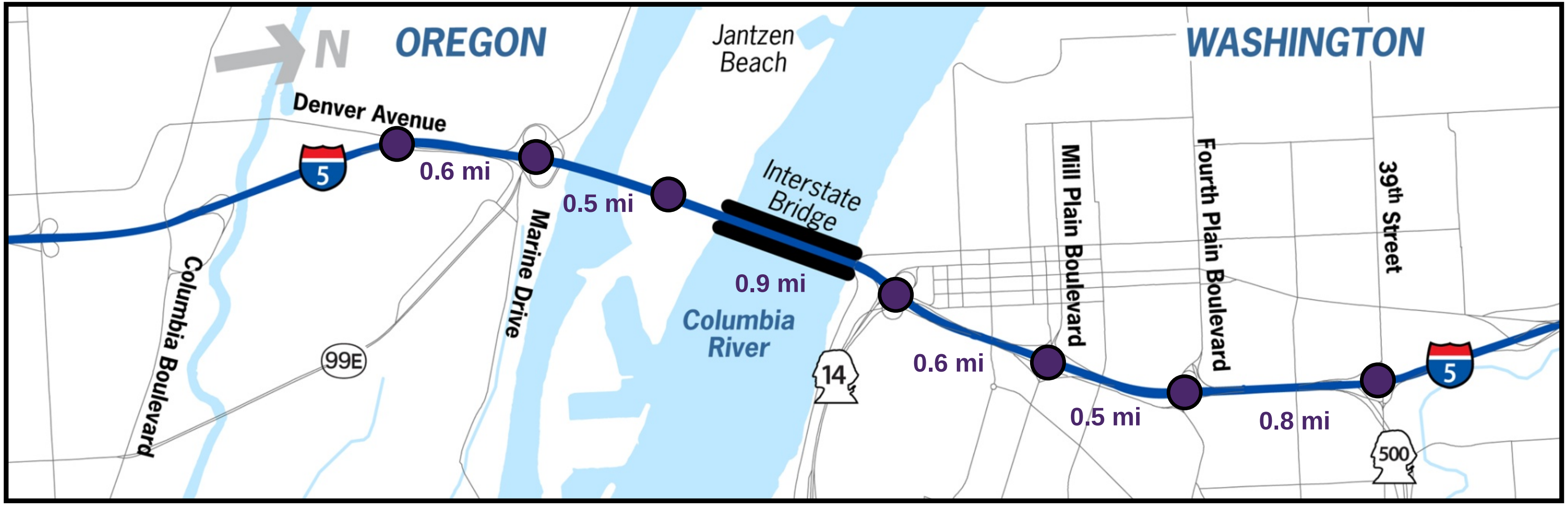
Vision and Values

Problem Statement

Purpose and Need:

- **Growing travel demand and congestion**
- **Safety**
- **Impaired freight movement**
- **Limited public transportation**
- **Bicycle and pedestrian facilities**
- **Seismic vulnerability**

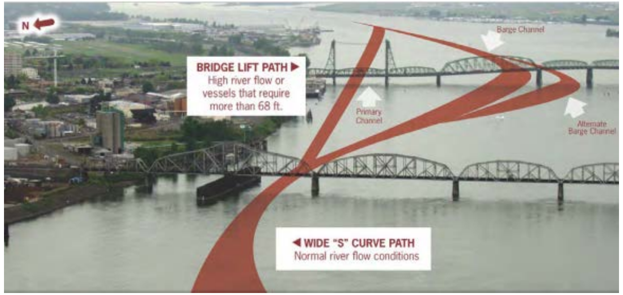
Context and Constraints



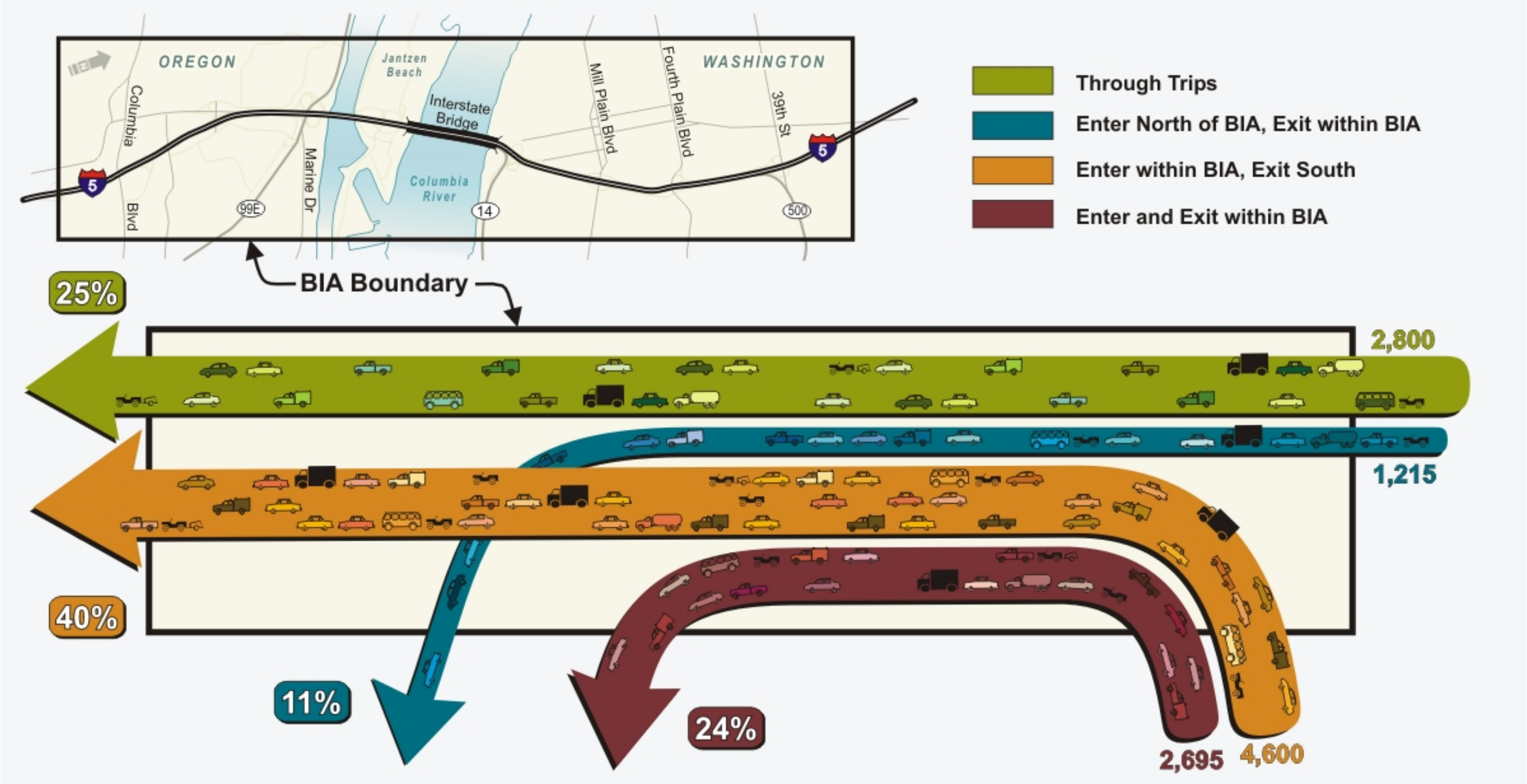
Interchange Spacing: Optimal = 2 Miles / Desirable = 1 Mile

Context and Constraints

- **Natural and built environment:**
  - **Fort Vancouver National Historic Site**
  - **Downtown Vancouver**
  - **I-5 is the only access to Hayden Island**
  - **Light rail terminus at Expo Center**
- **Aviation (PDX and Pearson)**
- **Columbia River (navigation and ESA)**
- **I-5 access to Ports of Portland and Vancouver**



Context and Constraints



Finance

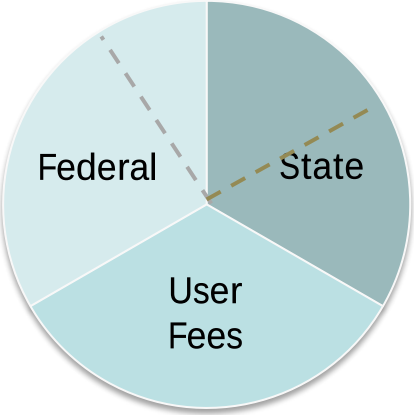
Oregon Roadway and Interchanges	Cost	Funding Source
Oregon Roadway and Interchanges Total	$595 million	State and/ or federal funds

Columbia River Bridge and Approaches	Cost	Funding Source
Columbia River Bridge and Approaches Total	$1.2 billion	Tolls and State or Federal funds

Light Rail Transit Extension	Cost	Funding Source
Light Rail Transit Extension Total	$850 million	FTA New Starts

Washington Roadway and Interchanges	Cost	Funding Source
Washington Roadway and Interchanges Total	$435 million	State and/ or Federal Funds

Finance



Federal	**FTA ($850 M)** **FHWA ($400 M)**
User Fees	**Toll revenue ($900 M - $1.3 B)** **TIFIA (loan to leverage tolls)**
State	**Washington ($450 M)** **Oregon ($450 M)**

In December 2013, a bonding analysis of an Investment Grade Analysis found that Net Toll Revenues with pre-completion tolling would provide approximately $1.35 billion and $1.57 billion

Project Management

- **39-Member Task Force**
- **Project Sponsor's Council**
- **Working Groups:**
  - **Freight**
  - **Portland**
  - **Vancouver**
  - **Urban Design**
  - **Pedestrian and Bicycle**
  - **Community and Environmental Justice**

U.S. Department of Transportation
Federal Highway Administration
Federal Transit Administration

Oregon Department of Transportation

Washington State Department of Transportation

City of Vancouver

City of Portland

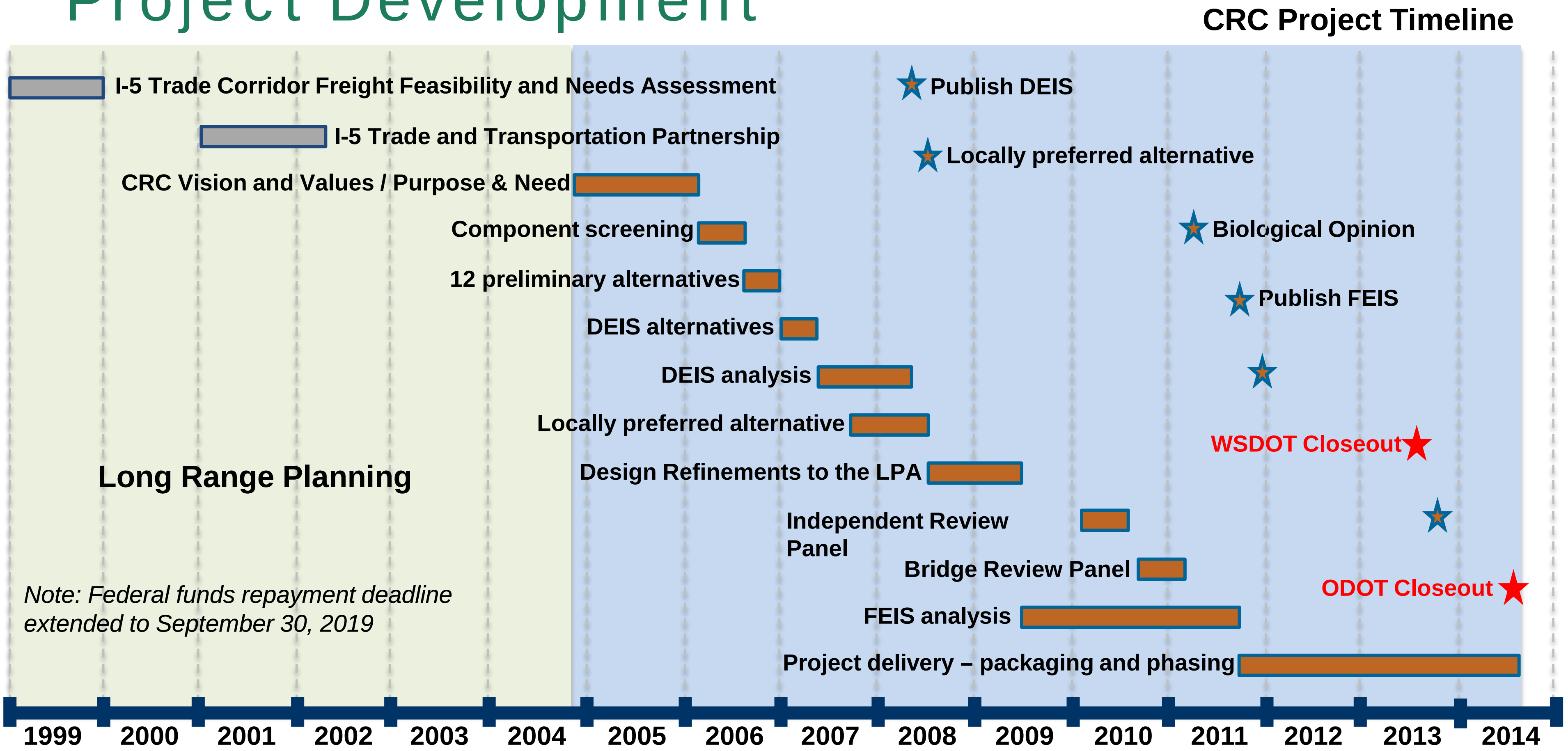
SW Washington Regional Transportation Council

Metro

C-TRAN

TriMet

Project Development



Project Development

Public Involvement (as of March 2013):

- **1,277 public events**
  - **653 in WA**
  - **624 in OR**
- **33,984 face-to-face contacts**
  - **17,175 in WA**
  - **16,809 in OR**
- **Approximately 12,000 public comments**
- **Contact list: 6,000 email and 14,000 mailing addresses**

Project Development

Project components identified from previous long-range planning, public comments and project stakeholders that advanced after performance screening:

- **River crossing: 4 of 23**
- **Transit: 5 of 14**
- **Pedestrian and bicycle: 10 of 12**
- **Freight: 3 of 5**
- **TDM/TSM: 10 of 18**
- **Roadways north and south: 2 of 2**

Prior project planning included the development and analysis of twenty-three river crossing alternatives.

Project Development

Preliminary Alternatives:

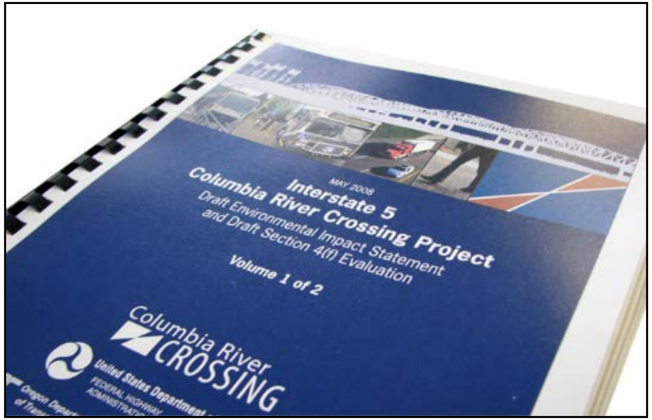
- **Components that passed screening were packaged into 12 preliminary alternatives to measure performance**
- **Each alternative included a river crossing component and transit component**
- **Analysis demonstrated that a replacement river crossing, light rail transit and bus rapid transit performed best among remaining river crossing and transit components**

Project Development

DEIS Alternatives:

1. No Build
2. Replacement bridge with bus rapid transit
3. Replacement bridge with light rail transit
4. Supplemental bridge with bus rapid transit
5. Supplemental bridge with light rail transit

All "build" alternatives included interchange, freight and pedestrian/bicycle improvements between SR 500 and Delta Park



Project Development

Locally Preferred Alternative:

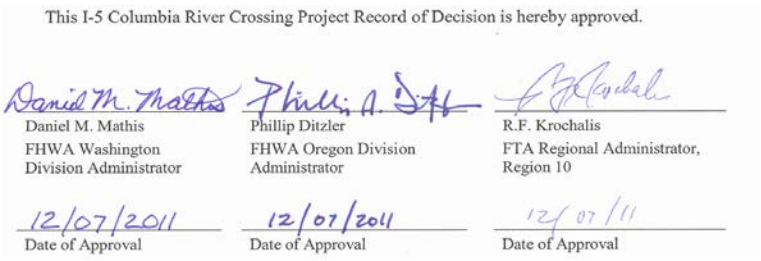
- **Replacement I-5 bridge with 3 through lanes and up to 3 add/drop lanes**
- **Light rail transit to Clark College**
- **Highway and pedestrian/bicycle improvements**

Adopted by the CRC Task Force by a 37-2 vote on June 24, 2008. Endorsed by project stakeholders (WSDOT, ODOT, City of Vancouver, City of Portland, RTC, Metro, C-Tran, TriMet)

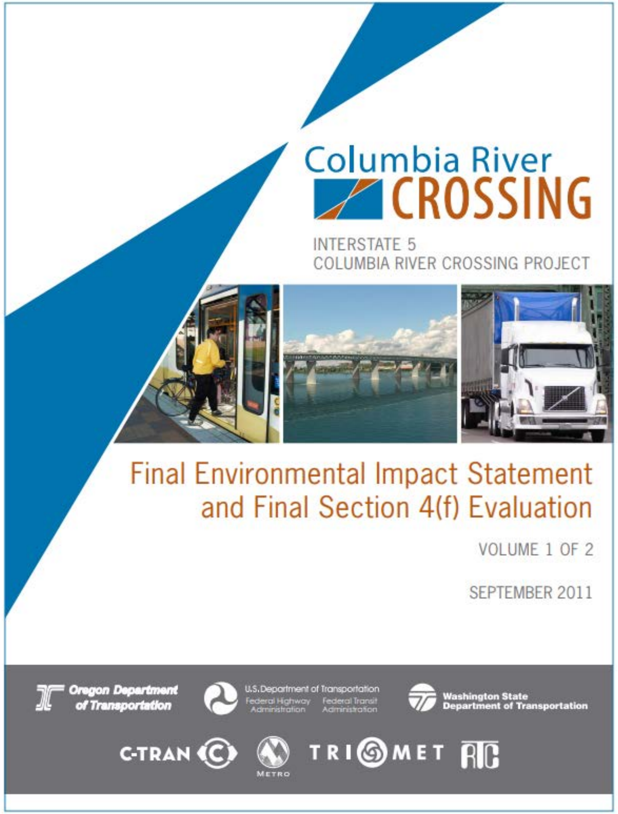
Project Development

FEIS and Record of Decision:

- **Re-confirmed the purpose and need**
- **Reviewed and validated technical work**
- **Reviewed and validated the process used to select a locally preferred alternative**
- **Approved mitigation for unavoidable impacts**
- **Completed the planning phase, indicating the end of the NEPA process**


This I-5 Columbia River Crossing Project Record of Decision is hereby approved.

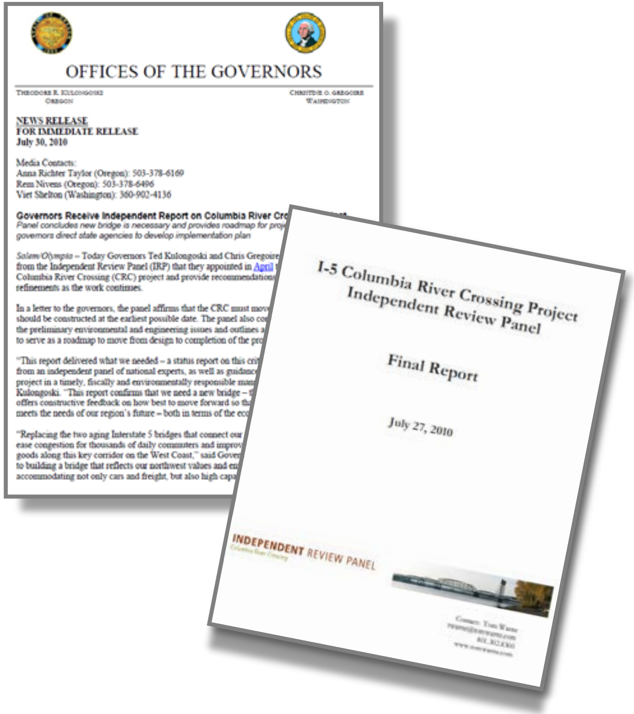
Daniel M. Mathis FHWA Washington Division Administrator	Phillip Ditzler FHWA Oregon Division Administrator	R.F. Krochalis FTA Regional Administrator, Region 10
12/07/2011 Date of Approval	12/07/2011 Date of Approval	12/07/11 Date of Approval



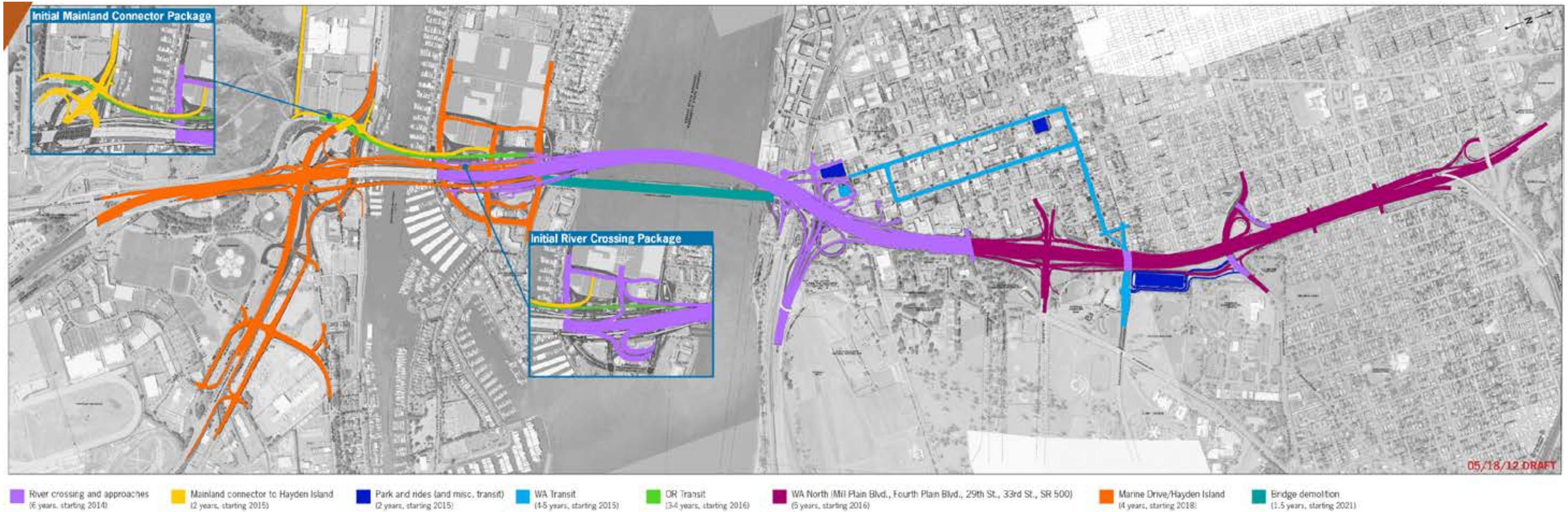
Project Development

External Review and Validation:

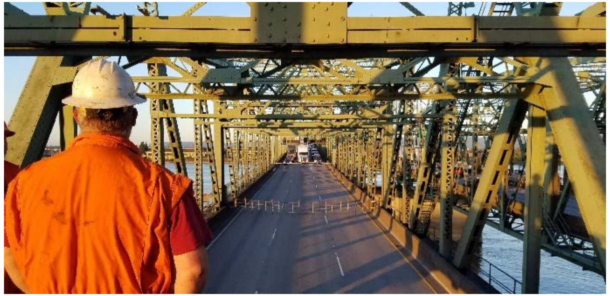
- **Value Engineering Studies**
- **Cost Estimate Validation Process Workshops**
- **Independent Review Panel**
  - **18 findings and 30 recommendations**
- **Bridge Review Panel**
  - **6 recommendations**



Project Delivery



Operations and Maintenance



Highway Operations and Maintenance:

- **Agreement between WSDOT and ODOT would address O&M**
- **Tolling would finance O&M specific to the bridge and approaches, tolling infrastructure and collection of tolls**

Transit Operations and Maintenance:

- **TriMet would operate the light rail vehicles and perform system maintenance per the bi-state agreement between C-Tran and TriMet**

Existing Bridges and Costs

- Northbound bridge turned 100 years old on Feb. 14, 2017
- One of 6 remaining movable bridges on the Interstate System - the only one on I-5 between Canada and Mexico
- Operations and Maintenance costs for existing bridges equal $1.2 million per year
- Capital maintenance for existing bridges estimated to cost $282 million by 2040:
  - Includes trunnion replacement, SB bridge painting, bridge deck replacement, and electrical systems

WSDOT

Questions?

Kris Strickler
360-905-2001
StricklerK@wsdot.wa.gov

#1

STAFF REPORT NO. 059-18

TO:	Mayor and City Council	**DATE:**	5/7/2018
FROM:	Eric Holmes, City Manager		

Subject: High Speed Digital Printing Contract (RFP #8-18)

Key Points:

- The contract is for high speed digital printing and bindery services, and is used by all City departments and divisions.
- The City received two proposals for this contract.
- The contract term is for three years, with an option to extend for two more years for a total of five years.
- Staff proposes awarding the contract to Lasko Printing, Inc. of Portland, Oregon, at a maximum cost of $500,000 over the full term of the contract (five years).

Objective: To seek Council approval for the award of the contract to Lasko Printing, Inc. to provide high-quality black and white and color digital printing and bindery services to all City departments and divisions, including delivery of orders to all City facilities. This action supports all the goals included in the City's 2016-21 Strategic Plan by providing the printed materials needed to enhance and support the work done by City staff across all departments.

Present Situation: The City began contracting for digital printing and bindery services with Office Max using a Request For Proposals (RFP) process in 2011. When that contract expired in 2016, the City switched to using a State of Washington contract for printing services with Office Depot.

Late last year, the City decided to stop using the State contract with Office Depot when their services became diminished. Office Depot closed their primary print shop in Portland without providing a viable alternative, orders were not delivered within the required timelines, and the quality of the print jobs became very poor.

Staff examined a few alternatives to issuing an RFP, including piggy-backing onto other local jurisdictions' printing contracts and entering into an agreement with Clark County for the use of their in-house print shop. However, none of the alternatives could meet the City's needs, so RFP #8-18 for high speed digital printing services was issued on March 1, 2018. The RFP closed on March 21, 2018. The City received two proposals: one from Lasko Printing, Inc. and one from KolorKraze from Vancouver, Washington.

The proposal by Lasko Printing, Inc. received the highest scores from a reviewer group made up of five City employees, and was selected as the preferred Contractor.

Advantage(s):

1. The prices proposed by Lasko Printing, Inc. for 48 different types of printing and bindery services were lower than the prices proposed by KolorKraze.
2. Lasko Printing, Inc. offers a user-friendly online ordering portal and project tracking system that also allows staff to pay for orders with department credit cards (P-cards).
3. Lasko Printing, Inc. offers three-day turnaround on print orders, including delivery, on most projects, plus same-day rush orders, as needed.
4. Lasko Printing, Inc. can deliver to any address in Vancouver.

Disadvantage(s): None

Budget Impact: Funds for digital printing and bindery services are curently included in each department's administrative budget.

Prior Council Review: None

Action Requested: On May 7, 2018, award and authorize the City Manager or his designee to execute a professional services contract for high speed digital printing services to Lasko Printing, Inc. of Portland, Oregon, in a not-to-exceed amount of $500,000 over the five-year life of the contract.

Attachment: Contract

To request other formats, please contact:
City Manager's Office
(360) 487-8600 | WA Relay: 711
Amanda.Delapena@cityofvancouver.us

AGREEMENT # ________________

HIGH SPEED DIGITAL PRINTING & RELATED SERVICES

This Agreement made and entered into this ____day of ___________, 2018, by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Lasko Printing, Inc., hereinafter referred to as "Contractor," whose address is 110 N. Page Street, Portland, OR 97227.

WHEREAS, the City desires to engage the Contractor to provide high speed digital printing and related goods and services, as needed, in accordance with the terms of this Agreement. Contractor has agreed to provide afore-mentioned services per its proposal in response to City-issued RFP #8-18.

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

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

The City hereby agrees to engage the Contractor, and the Contractor hereby agrees to provide high speed digital printing, and related goods and services in accordance with the specifications hereafter set forth in connection with this Agreement:

1. High Speed Digital Printing Services:

Contractor agrees to provide the City of Vancouver high speed digital printing and related goods and services, as needed, as set forth in this Agreement, in accordance with RFP#8-18 (and its addenda, if any), the Contractor’s submitted Proposal under RFP#8-18, and City Purchase Orders issued under this Agreement are hereby incorporated into this Agreement as if fully set forth herein.

Contractor shall provide the City with custom web portal set up for online ordering, including maintenance, at no extra cost to the City. The templates shall be created by the Contractor per City of Vancouver-supplied artwork.

2. General Requirement:

The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Vancouver City

Charter, the Vancouver Municipal Code ("VMC"), and ordinances of the City of Vancouver; and rules, regulations, orders, and directives of their respective administrative agencies and officers.

3. Order or Precedence:

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted response to RFP #8-18, and RFP #8-18.

4. Purchase Order:

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

5. Schedule:

Turn-around time for most projects is three (3) working days; flexible for rush orders, as needed.

Unless the City requests a change in schedule, the Contractor shall deliver the completed service by the "Delivery Date" specified at the time the order is placed.

It is understood and agreed that time is of the essence in the delivery of the services in conformance with the specifications set forth in this Agreement.

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

6. Delivery:

Contractor shall provide delivery of job orders at multiple City of Vancouver locations. Contractor shall provide tracking number if Contractor uses a courier service.

All costs referenced must be F.O.B. Vancouver, Washington, Prepaid and Allowed (freight included in the unit cost), prepaid with all transportation and handling charges paid by the Contractor. Responsibility and risk of loss or damage shall remain with the Contractor until final inspection and acceptance when responsibility shall pass to the City except as to latent defects, fraud, and the Contractor's warranty obligations.

It is understood and agreed that individual orders costing less than $35.00, including Washington sales tax, shall be subject to a fixed fuel surcharge of $20.00 per order, and rush orders shall be charged an extra $10.00 per order.

7. Payment:

Invoices will be paid at net thirty (30) days after the City's receipt and acceptance of services, provided that all appropriate information has been listed on the invoice and necessary forms have been submitted. Payment periods may be computed from either the date of delivery of all materials ordered, the completion of all services, or the date of receipt of a correct invoice, or the date the invoice is received in the Accounts Payable department, whichever date is later. No payment shall be due prior to the City's receipt and acceptance of the materials identified in the invoice thereof.

There shall be no extra charge for the use of City p-card for payment of invoices.

8. Adjustments:

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

9. Assignment:

This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party.

10. Waiver:

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

11. Binding Effect:

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

12. Remedies Cumulative:

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

13. Severability:

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

14. Taxes:

The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Agreement; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Agreement, provided, however, that any taxes that apply directly to the sale, such as a state or local sales tax, shall be added to the purchase price.

15. Relation of Parties:

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

16. Ownership of Materials, Writings and Products:

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

17. Proprietary and Confidential Information:

The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Ch 42.56 RCW, and that materials submitted by the CONTRACTOR to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for information that CONTRACTOR has marked as “Proprietary and Confidential,” the City shall notify the CONTRACTOR of such request and withhold disclosure of such information for not less than FIVE (5) business days, to permit the CONTRACTOR to seek judicial protection of such information, provided that the CONTRACTOR shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Ch.42.17 RCW for withholding or delaying public disclosure of such information.

18. Warranties:

All products and services shall be warranted against faulty workmanship and materials by the Contractor for a minimum period of one (1) year from the date of acceptance by the City. Warranty shall include all costs incurred except that which is damaged by misuse or abuse. This one (1) year warranty shall in no way affect normal extended or manufacturer’s warranty exceeding this one (1) year period. Contractor warrants that all goods and services furnished under this Agreement are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, comply with all applicable safety and health standards established for such products, all goods are properly packaged, and all appropriate instructions or warnings are supplied. All implied and expressed warranty provisions of the Uniform Commercial Code are incorporated into this Agreement.

19. Non-Discrimination and Equal Employment Opportunity:

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

20. Indemnification:

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

21. Order Quantity:

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

22. Termination:

The City of Vancouver intends to utilize this Agreement for three (3) years from the Agreement effective date, with an option to extend for one (1) more additional two (2)-year period. The maximum term for this Agreement is five (5) years.

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

23. Prices:

Proposed prices, per attached Exhibits 1 and 2, must be valid for one year from the effective date of this Agreement. Price adjustments may be requested for consideration each year thereafter; the City, at its sole discretion, may approve that request.

Contractor shall submit the request at least 60 days prior to the start of a new contract year. Request for price increases shall be supported by the applicable Consumer Price Index – for the Seattle-Tacoma-Bremerton area, or another published index for the immediate, previous four (4) quarters.

24. Commercial and General Liability Insurance:

The Contractor shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, or anyone directly or indirectly employed by the Contractor. The amount of coverage provided by such insurance shall be not less than the minimum identified:

- $1,000,000.00 minimum/general liability per occurrence
- $2,000,000.00 minimum/general aggregate occurrence

- $1,000,000.00 minimum/automobile combined single limit (each accident)
- City of Vancouver named as additional insured on the commercial general liability policy and an "additional insured" policy endorsement CG2012, CG2026 or equivalent must be included with the certificate of insurance. The "additional insured" endorsement should include "completed operations"; and that the insurance required include a "Waiver of Subrogation" and must be Primary and Non-contributory".
- Current compliance with the State of Washington Industrial Insurance Program

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

25. Other Liabilities:

Contractor agrees to indemnify, defend, save, and hold harmless the City, its officials, employees and agents from all claims, suits, and actions of any nature arising out of or related to the products and activities of the Contractor, its officers, agents, or employers under this Agreement.

26. Worker's Compensation:

The Contractor shall comply with the State Washington, Department of Labor and Industries Industrial Insurance program, for all of its employees who are required to be so covered by the laws of the State of Washington.

27. Employment Security:

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

28. Compliance with the Law:

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

29. Licenses and Similar Authorizations:

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

30. Notices:

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

City:	Contractor:
Kevin Yin City of Vancouver P O Box 1995 415 W 6th Street Vancouver WA 98668-1995	Derek Lasko 110 N Page Street Portland, OR 97227

31. Amendments:

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

32. Entire Agreement:

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

33. Cooperative Purchasing:

The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having responded to RFP #8-18 and executing this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or Agreement at their own cost and without the City of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or Agreement, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or Agreement file a copy of this invitation and such agreement in accordance with RCW 39.34.040.

34. Ratification:

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

35. Governing Law/Venue:

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

36. Authority to Execute:

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

CITY OF VANCOUVER,
A municipal corporation

____
Eric Holmes, City Manager

Attest:

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

Approved as to form:

____
E. Bronson Potter, City Attorney

CONTRACTOR:
LASKO PRINTING, INC.

____
Signature:

____
By: Derek Lasko, President

EXHIBIT 1
COST PROPOSAL

Your Proposal will be considered irregular and will be rejected if the unit price is left blank. If your firm is not charging for a specific item, the amount "$0.00" must be shown in the Unit Price. Do not leave blank.

Product or Service

Item No.	Unit	Items with Unit Price Bid	Unit Price
1.	Per Side	Black & white copies on 20# recycled white bond - 8.5" x 11"	$00.025
2.	Per Side	Black & white copies on 20# recycled white bond - 8.5" x 14"	$00.04
3.	Per Side	Black & white copies on 20# recycled white bond – 11" x 17"	$00.06
4.	Per Side	Full color copies on 28# white microprint laser - 8.5" x 11"	$00.14
5.	Per Side	Full color copies on 28# white microprint laser - 8.5" x 14"	$00.16
6.	Per Side	Full color copies on 28# white microprint laser – 11" x 17"	$00.28

Additional Paper Costs

Item No.	Unit	Items with Unit Price Bid	Unit Price
7.	Per Piece	20# color recycled bond - 8.5" x 11"	$00.015
8.	Per Piece	20# color recycled bond - 8.5" x 14"	$00.02
9.	Per Piece	20# color recycled bond – 11" x 17"	$00.03
10.	Per Piece	60# opaque uncoated white - 8.5" x 11"	$00.02
11.	Per Piece	60# opaque uncoated white - 8.5" x 14"	$00.03
12.	Per Piece	60# opaque uncoated white - 11" x 17"	$00.04

Item No.	Unit	Items with Unit Price Bid	Unit Price
13.	Per Piece	60# Astrobright - 8.5" x 11"	$00.02
14.	Per Piece	60# Astrobright - 8.5" x 14"	$00.03
15.	Per Piece	60# Astrobright – 11" x 17"	$00.04
16.	Per Piece	110# index white & color - 8.5" x 11"	$00.05
17.	Per Piece	#110 index white & color – 11" x 17"	$00.10

Forms and Specialty Items

Item No.	Unit	Items with Unit Price Bid	Unit Price
18.	Per Box (250)	Full color 2" x 3.5" business cards on 80# opaque cover. Single sided. Full bleed.	$35.00
19.	Per Box (250)	Full color 2" x 3.5" business cards on 80# opaque cover. Double sided. Full bleed.	$49.00
20.	Per Set	2-part NCR printed black & white - 8.5" x 11"	$00.19
21.	Per Set	3-part NCR printed black & white - 8.5" x 11"	$00.26
22.	Per Set	4-part NCR printed black & white - 8.5" x 11"	$00.35
23.	Per Set	3-part NCR printed black & white – 4.25" x 5.5"	$00.07
24.	Per Set	Additional costs for double-sided 3-part NCR	$00.10
25.	Per Piece	Black and white printing on white matte sticker paper – 8.5" x 11" sheets – various sticker sizes	$00.40
26.	Per Piece	Collating (machine)	$00.00
27.	Per Piece	Collating (by hand)	$00.05
28.	Per Piece	Inserting tabs (machine)	$00.00
29.	Per Piece	Inserting tabs (hand)	$00.05
30.	Per Piece	Stapling (machine)	$00.02

Item No.	Unit	Items with Unit Price Bid	Unit Price
31.	Per Piece	Stapling (heavy duty)	$00.10
32.	Per Page	Laminating - 8.5" x 11"	$00.80
33.	Per Page	Laminating - 8.5" x 14"	$ 1.30
34.	Per Page	Laminating – 11" x 17"	$ 1.60
35.	Per Sq. Foot	Laminating large format	$ 3.00
36.	Per 100 Pages	Drilling (2, 3 or 5-hole)	$ 1.50
37.	Per Cut	Cutting (per cut)	$ 1.50
38.	Per Fold	Folding (standard machine)	$00.02
39.	Per Fold	Folding (hand)	$00.05
40.	Per 100 Pages	Padding (per pad)	$00.25
41.	Per Book (specify sizes)	Spiral binding	6mm - 12mm = $1.00 14mm - 18mm = $1.50 Over 18mm = Quote
42.	Per Piece	Numbering	Digital = $10 minimum, $.01 Crash = $30 minimum, $.02
43.	Per Hour	Manual labor	$35.00

Additional Services

44.	Per Job	Delivery charge	$20.00
45.	Per Job	Rush job charge	$10.00
46.	Per Envelope	Stuffing envelopes	$00.10
47.	Per Envelope	Address envelopes from customer-provided mailing list	$00.06
48.	Per Piece	Print addresses from customer-provided mailing list on postcards or other self-mailer	$00.02

LASKO printing inc
110 N Page St
Portland OR 97227
503.232.6208 office
lasko@laskoprinting.com

Estimate

EXHIBIT 2
SAMPLE JOBS PRICING

Elma Malloy
City of Vancouver
415 W 6th Street
Vancouver WA 98660

E-Mail elma.malloy@cityofvancouver.us

Customer PO

Quantity	Description	Amount
1,670	Neighborhood Newsletter 4 page, 8.5 x 11 20# Domtar Blue, printed in black on 2 sides Digital Staple, Carton Pack, Deliver	$ 471.00
23	Sample Job Bid - Comb Bound Book, (150 pages inc cover) Comb or Coil Bind - Black Front Cover, 8.5 x 11 Blue 65# Offset Opaque, printed in black on 1 side Signed Prospective Bidders/Index (2 sheets), 8.5 x 11 White 20# Bond, printed in black on 1 side Signed Inv to Bid/Bid Docs/Contract - Bonds(14 sheets), 8.5 x 11 White 20# Bond, printed in black on 2 sides State Prev Wage Rates(9 sheets), 8.5 x 11 Ivory 20# Domtar, printed in black on 2 sides Amendments(33 sheets), 8.5 x 11 Blue 20# Domtar, printed in black on 2 sides Plans(15 sheets), 11 x 17 White 20# Bond, printed in black on 1 side Hand Z-Fold and Hand Collate Blank Back Cover, 8.5 x 11 Blue 65# Offset Opaque	$ 214.00
1,000	Postcards w/Addresses, 4 x 6 Blue 65# Earthchoice Opaque Vellum Cover, printed in black on 2 sides Variable Data Setup, Trim, Box, and Deliver ***We can also CASS+NCOA, address, and deliver to post office and bill for postage. This estimate does not include that, but let us know if you would like us to price those options as well.***	$ 74.00

continued on page 13

LASKO printing inc

110 N Page St
Portland OR 97227
503.232.6208 office
lasko@laskoprinting.com

Estimate

EXHIBIT 2
SAMPLE JOBS PRICING

Elma Malloy
City of Vancouver
415 W 6th Street
Vancouver WA 98660

E-Mail elma.malloy@cityofvancouver.us

Customer PO

Quantity	Description	Amount
30	Staff Reports w/Exhibits, (144 pages) Staff Report, 8.5 x 11 Yellow 20# Domtar, printed in black on 2 sides Exhibits, 8.5 x 11 White 20# Bond, printed in black on 2 sides Staple sets, Carton Pack, Deliver	$ 139.00
300	2-part NCR Forms, 8.5 x 11 White/Canary 20#, printed in black on 1 side NCR Glue, Carton Pack, Deliver	$ 77.00

TERMS: NET 30

Exhibit 2 Sample Jobs Pricing

#2

STAFF REPORT NO. 060-18

TO: Mayor and City Council **DATE:** 5/7/2018
FROM: Eric Holmes, City Manager

Subject: Purchase of Real Property located at 5107 E. Fourth Plain Blvd.

Key Points:

· Purchase of property for expansion of City of Vancouver Operations Center

Objective: Ratify Purchase and Sale Agreement entered into between City Manager and Xia-Zong Zhen, for the purchase of real property located at 5107 E. Fourth Plain Blvd. This action supports implementation of Goal 1, Objective 1.2 of the City's Strategic Plan: *Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained.*

Present Situation: With past and anticipated growth and identified deficiencies with existing structures, the City has a long-range need to secure property that will allow for future expansion of the Public Works Operations Center, as well as development of other facilities essential to core City services.

The Operations Center presently occupies 13.1 acres of land at East Fourth Plain Boulevard and General Anderson Road. With 211 full-time employees and approximately 25 temporary employees, the Operations Center serves as the primary site for Vancouver's Utility Customer Services, Water Production, Water Distribution and Maintenance, Water Quality, Sewer, Drainage, Sensitive Lands Team (Burnt Bridge Creek), Streets, Signals and Lighting, Signs and Striping, Pavement Management, Grounds, Equipment Services, Safety/Training, Dispatch and Administrative Support, as well as City Facilities staff. The Operations Center site also houses 492 vehicles and heavy equipment. Staffing and equipment here serve the safety and livability of Vancouver residents and businesses 24/7 and are essential to the City's critical response to the community during inclement weather, emergencies or catastrophic events.

Existing Property Constraints: While staffing, vehicles and equipment have increased since the City's 1996 eastside annexation, which doubled the service area, the City's Operations space has remained relatively the same size since 1985. In the early 2000s, Operations acquired 1.4 acres to expand storage and equipment parking. While this has provided some relief, parking and storage remain at maximum capacity levels. In order to meet parking demands, Operations rents space for employees, customers and temporary seasonal employees parking from adjacent businesses.

Efforts to evaluate existing facilities and consider future needs have taken place over more than a decade. In October 2004, the City of Vancouver commissioned a planning study to look into redevelopment opportunities for a possible new Vancouver Central Services Center to consolidate major City services to optimize efficiencies and delivery of services, address facility deficiencies, and create a strong civic identity along the Fourth Plain corridor.

According to the resulting July 2005 summary report prepared by Illahee Group, Inc., and Opsis Architecture, a seismic review of the existing Operations Center, designated as critical City facilities, indicated significant structural deficiencies. In the case of any natural disaster or emergency, operations staffing would be essential to maintaining the City's street system network for public safety, as well as all water and sewer services. In addition, the current facility has major deficiencies in areas including but not limited to: ADA compliance, centralized fire suppression, building and yard security and mechanical systems. The report also points out the difficulties of having an Operations facility bisected by General Anderson Road, resulting in ongoing movement of people and large equipment across the street. These and other space needs were also discussed in a January 2007 draft report produced by Group Mackenzie and Maintenance Design Group, LLC.

Key Benefits: The acquisition of this property, Assessor Parcel 30239-050, creates a unique opportunity for the City. The approximately .91-acre property, including an 8,800-square-foot multi-tenant Commercial Building, abuts Operations' Brookside yard and has frontage to East Fourth Plain Boulevard. By purchasing this property, the Operations Center can provide for future needs and will be able to consolidate services in its ideal central Vancouver location.

The purchase price of $1,300,000 is $200,000 above the appraisal value. Extensive negotiations were had concerning the purchase price. Given the need for this parcel to expand the operations Center, it is recommended that the purchase price be paid.

Advantage(s):
1. Allow for the expansion of our existing Operations Center
2. Development of other essential facilities

Disadvantage(s): No disadvantages are foreseen.

Budget Impact: An additional appropriation will be required in the first supplemental budget of 2018 for the operating and capital costs associated with this transaction. Funding will be proportionate to the ownership of the Operation Center, with 60 percent funding from the Water Fund and 40 percent from the General Fund.

Prior Council Review: None

Action Requested: Ratify the Purchase and Sale Agreement entered into between the City of Vancouver and Xia-Zong Zhen to purchase real property at the price of $1,300,000.00; and authorize the City Manager or his designee to execute documents necessary to close this transaction.

Attachment(s): Purchase and Sale Agreement

AGENCY DISCLOSURE (WASHINGTON LAW REQUIRES COMPLETION)

Selling Licensee: **None**
(Insert names of Licensee and the company name as licensed)

Represented: **None**
(Insert Seller, Buyer or both Seller and Buyer)

Listing Agent: **None**
(Insert names of Licensee and the company name as licensed)

Represented: **None**
(Insert Seller, Buyer or both Seller and Buyer)

If Selling Licensee and Listing Agent are different sales persons affiliated with the same Broker, then Seller and Buyer confirm their consent to Broker acting as a dual agent. If Selling Licensee and Listing Agent are the same person representing both parties, then Seller and Buyer confirm their consent to that person and his/her Broker acting as dual agents. Both parties confirm receipt of the pamphlet entitled "The Law of Real Estate Agency." Buyer and Seller acknowledge the above confirmations and by their execution of this Agreement, agree to be bound by the consents set forth in this disclosure.

COMMERCIAL ASSOCIATION OF REALTORS® OREGON/SW WASHINGTON
PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY
(Washington-Commercial Form)

Dated: 1/11/2018

BETWEEN: **City of Vancouver** ("Seller")
Address: **415 W. 6th Street, Vancouver, WA 98660**

AND: **Xia-Zong Zhen**, a married man as to his sole and separate property, ("Buyer")

Address: **12004 NW 40th Avenue, Vancouver, WA 98685**

Buyer offers to buy and acquire from Seller (i) the real property and all improvements thereon commonly known as **parcel No. 30239-050 - .91 acre parcel with 8,800 square foot multi-tenant commercial building** and located at **5107 E Fourth Plain Blvd, Vancouver, WA 98661** in the City of **Vancouver**, County of **Clark**, Washington legally described on Exhibit A, attached hereto and incorporated herein by reference (the "Property") and [check box if applicable ☐], (ii) all of Seller's right, title and interest in and to certain lease(s) by which the Property is demised as described on Exhibit B attached hereto and incorporated herein by reference (the "Leases"). If no legal description is attached, Buyer and Seller will attach a legal description upon receipt and reasonable approval by both parties of the Preliminary Commitment or, if applicable, the Survey. **(NOTE: FAILURE TO ATTACH A COMPLETE AND ACCURATE LEGAL DESCRIPTION MAY RENDER THIS AGREEMENT VOIDABLE.)** As partial consideration for the assignment of the Lease(s) to Buyer, at the Closing (as defined in Section 7 hereof) Buyer shall assume all of the obligations of the Lessor under the Lease which first accrue on or after the Closing Date (as defined in said Section 7). The parties shall accomplish such assignment and assumption by executing and delivering to each other through Escrow an Assignment of Lessor's Interest Under Lease substantially in the form of Exhibit B attached hereto (the "Assignment"). The occupancy of the Property by the Lessees under such Leases are hereinafter sometimes referred to as the "Tenancies".

1. Purchase Price. The total purchase price is **ONE MILLION THREE HUNDRED THOUSAND** dollars (**$1,300,000.00**) (the "Purchase Price") payable as follows: **all cash at Closing**.

1.1. Earnest Money Deposit. Upon execution of this Agreement, Buyer shall deliver to the Escrow Holder as defined in herein, for the account of Buyer **$20,000.00** as earnest money (the "Earnest Money") in the form of ☐ cash or ☐ check or ☒ promissory note (the "Note"). If the Earnest Money is in the form of a check being held undeposited by the ☐ Listing ☐ Selling Firm, it shall be deposited no later than 5 PM Pacific Time three days after execution of the Agreement by Buyer and Seller in the ☐ Listing ☐ Selling Licensee's Pooled Trust Account (with interest paid to the Washington Housing Fund) ☒ to the Escrow (as hereinafter defined) for depositing in a separate, interest-bearing account. If the Earnest Money is in the form of the Note, it shall be due and payable no later than 5 PM Pacific Time one day ☐ after execution of this Agreement by Buyer and Seller or ☒ after satisfaction or waiver by Buyer of the conditions to Buyer's obligation to purchase the Property set forth in this Agreement or ☐Other:_____. If the Note is not redeemed and paid in full when due, then (i) the Note shall be delivered and endorsed to Seller (if not already in Seller's possession), (ii) Seller may collect the Earnest Money from Buyer, either pursuant to an action on the Note or an action on this Agreement, and (iii) Seller shall have no further obligations under this Agreement. The purchase and sale of the Property shall be accomplished through an escrow (the "Escrow") which Seller has established or will establish with **Fidelity National Title, attn: Melissa Miller** (the "Title Company) and the Earnest Money shall be deposited with ☒ Title Company or ☐ Other: _____. The Earnest Money shall be applied to the payment of the purchase price for the Property at Closing. Any interest earned on the Earnest Money shall be considered to be part of the Earnest Money. The Earnest Money shall be returned to Buyer in the event any condition to Buyer's obligation to purchase the Property shall fail to be satisfied or waived through no fault of Buyer.

2. Conditions to Purchase. Buyer's obligation to purchase the Property is conditioned on the following: ☐ none or ☒ Buyer's approval of the results of (i) the Property inspection described in Section 3 below and (ii) the document review described in Section 4 and (iii) approval of leases; and iv) approval by City Council.

If for any reason in Buyer's sole discretion, Buyer has not given written waiver of these conditions, or stated in writing that these conditions have been satisfied, by written notice given to Seller within **120** days after Seller's acceptance, this Agreement shall be deemed automatically terminated, the Earnest Money shall be promptly returned to Buyer, and thereafter, except as specifically provided to the contrary herein, neither party shall have any further right or remedy hereunder.

3. Property Inspection. Seller shall permit Buyer and its agents, at Buyer's sole expense and risk, to enter the Property at reasonable times after reasonable prior notice to Seller and after prior notice to the tenants of the Property as required by the tenants' leases, if any, to conduct any and all inspections, tests, and surveys concerning the structural condition of the improvements, all mechanical, electrical and plumbing systems, hazardous materials, pest infestation, soils conditions, wetlands, Americans with Disabilities Act compliance, and all other matters affecting the suitability of the Property for Buyer's intended use and/or otherwise reasonably related to the purchase of the Property including the economic feasibility of such purchase. Buyer shall indemnify, hold harmless, and defend Seller from all liens, costs, and expenses, including reasonable attorneys' fees and experts' fees, arising from or relating to Buyer's entry on and inspection of the Property. This agreement to indemnify, hold harmless, and defend Seller shall survive closing or any termination of this Agreement.

4. Seller's Documents. Within five days after the Execution Date, Seller shall deliver to Buyer, at Buyer's address shown below, legible and complete copies of the following documents and other items relating to the ownership, operation, and maintenance of the Property, to the extent now in existence and to the extent such items are within Seller's possession or control: any pertinent documents or information in Seller's possession or control related to the ownership, operation, use or maintenance of the Property, and any reports related to the property such as environmental, geotechnical, archaeological, wetlands (to verify that they do not exist on the site), etc..

5. Title Insurance. Within **3** days after the Execution Date, Seller shall open the Escrow with the Title Company and deliver to Buyer a preliminary title report from the Title Company (the "Preliminary Commitment"), showing the status of Seller's title to the Property, together with complete and legible copies of all documents shown therein as exceptions to title ("Exceptions"). Buyer shall have **14** days after receipt of a copy of the Preliminary Commitment and Exceptions within which to give notice in writing to Seller of any objection to such title or to any liens or encumbrances affecting the Property. Within **10** days after the date of such notice from Buyer, Seller shall give Buyer written notice of whether it is willing and able to remove the objected-to Exceptions. Within **10** days after the date of such notice from Seller, Buyer shall elect whether to (i) purchase the Property subject to those objected-to Exceptions which Seller is not willing or able to remove or (ii) terminate this Agreement. On or before the Closing Date (defined below), Seller shall remove all Exceptions to which Buyer objects and which Seller agrees Seller is willing and able to remove. All remaining Exceptions set forth in the Preliminary Commitment and agreed to by Buyer shall be deemed "Permitted Exceptions." The title insurance policy to be delivered by Seller to Buyer at Closing shall contain no Exceptions other than the Permitted Exceptions, any Exceptions caused by Buyer and the usual preprinted Exceptions contained in an owner's standard ALTA form title insurance policy.

6. Default; Remedies. Notwithstanding anything to the contrary contained in this Agreement, in the event Buyer fails to deposit the Earnest Money Deposit in Escrow strictly as and when contemplated under Section 1.1 above, Seller shall have the right at any time thereafter to terminate this Agreement and all further rights and obligations hereunder by giving written notice thereof to Buyer. If the conditions, if any, to Buyer's obligation to consummate this transaction are satisfied or waived by Buyer and Buyer nevertheless fails, through no fault of Seller, to close the purchase of the Property, Seller's sole remedy shall be to retain the Earnest Money paid by Buyer. In the event Seller fails, through no fault of Buyer, to close the sale of the Property, Buyer shall be entitled to pursue any remedies available at law or in equity, including without limitation, the remedy of specific performance. In no event shall Buyer be entitled to punitive or consequential damages, if any, resulting from Seller's failure to close the sale of the Property.

7. Closing of Sale. Buyer and Seller agree the sale of the Property shall be closed ☒ on or before 15 days after Buyer's waiver of the Conditions to Purchase the Property or ☐ _____ days after the Execution Date (the "Closing Date") in the Escrow. The sale shall be deemed "closed" when the document(s) conveying title to the Property is recorded and the Purchase Price (increased or decreased, as the case may be, by the net amount of credits and debits to Seller's account at Closing made by the Escrow Holder pursuant to the terms of this Agreement) is disbursed to Seller. At Closing, Buyer and Seller shall deposit with the Title Company all documents and funds required to close the transaction in accordance with the terms of this Agreement. At Closing, Seller shall deliver a certification in a form approved by Buyer that Seller is not a "foreign person" as such term is defined in the Internal Revenue Code and the Treasury Regulations promulgated under the Internal Revenue Code. If Seller is a foreign person and this transaction is not otherwise exempt from FIRPTA regulations, the Title Company shall be instructed by the parties to withhold and pay the amount required by law to the Internal Revenue Service. At Closing, Seller shall convey fee simple title to the Property to Buyer by ☒ statutory warranty deed or ☐ _____ (the "Deed"). If this Agreement provides for the conveyance by Seller of a vendee's interest in the Property by a contract of sale, Seller shall deposit with the Title Company (or other mutually acceptable escrow) the executed and acknowledged Deed, together with written instructions to deliver such deed to Buyer upon payment in full of the purchase price. At Closing, Seller shall pay for and deliver to Buyer a standard ALTA form owner's policy of title insurance (the "Policy") in the amount of the Purchase Price insuring fee simple title to the Property in Buyer subject only to the Permitted Exceptions and the standard preprinted exceptions contained in the Policy.

8. Closing Costs; Prorates. Seller shall pay the premium for the Policy. Seller and Buyer shall each pay one-half of the escrow fees charged by the Title Company. Seller shall pay any excise tax, and any transfer tax. Real property taxes for the tax year in which the transaction is closed, assessments (if a Permitted Exception), personal property taxes, rents and other Lessee charges arising from existing Tenancies paid for the month of Closing, interest on assumed obligations, and utilities shall be prorated as of the Closing Date. Prepaid rents,

security deposits, and other unearned refundable deposits regarding the Tenancies shall be assigned and delivered to Buyer at Closing. ☒ Seller ☐ Buyer ☐ N/A shall be responsible for payment of all taxes, interest, and penalties, if any, upon removal of the Property from any special assessment or program.

9. Possession. Buyer shall be entitled to exclusive possession of the Property, subject to the Tenancies existing as of the Closing Date, ☒ on the Closing Date or ☐_____.

10. Condition of Property. Seller represents that, to the best of Seller's knowledge without specific inquiry, Seller has received no written notices of violation of any laws, codes, rules, or regulations applicable to the Property ("Laws"), and Seller is not aware of any such violations or any concealed material defects in the Property which cost more than $_____ to repair or correct. Risk of loss or damage to the Property shall be Seller's until Closing and Buyer's at and after Closing. No agent of Buyer or Seller has made any representations regarding the Property. Except for Seller's representations set forth in this section 10, Buyer shall acquire the Property "as is" with all faults and buyer shall rely on the results of its own inspection and investigation in Buyer's acquisition of the Property. It shall be a condition of Buyer's obligation to close, and of Seller's right to retain the Earnest Money as of Closing, that all of the Seller's representations and warranties stated in this Agreement are materially true and correct on the Closing Date. Seller's representations and warranties stated in this Agreement shall survive Closing for one (1) year.

11. Personal Property. This sale includes the following personal property:

☒ **None** or

☐ the personal property located on and used in connection with the Property and owned by Seller which Seller shall itemize in a schedule. Seller shall deliver to Buyer such schedule within _____ days after the Execution Date. Seller shall convey all personal property owned by Seller on or in the Property to Buyer by executing and delivering to Buyer at Closing through Escrow a Bill of Sale substantially in the form of Exhibit C attached hereto and incorporated herein by reference (the "Bill of Sale").

12. Notices. Unless otherwise specified, any notice required or permitted in, or related to, this Agreement must be in writing and signed by the party to be bound. Any notice will be deemed delivered (i) when personally delivered or delivered by facsimile transmission (with electronic confirmation of delivery), or (ii) on the day following delivery of the notice by reputable overnight courier, or (iii) three (3) days after mailing in the U.S. mails, postage prepaid, by the applicable party in all events, to the address of the other party shown in this Agreement, unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day. If the deadline under this Agreement for delivery of a notice or payment is a Saturday, Sunday, or legal holiday, such last day will be deemed extended to the next following business day.

13. Assignment. Buyer ☐ may not assign ☐ may assign ☒ may assign, only if the assignee is an entity owned and controlled by Buyer (may not assign, if no box is checked) this Agreement or Buyer's rights under this Agreement without Seller's prior written consent. If Seller's consent is required for assignment, such consent may be withheld in Seller's reasonable discretion.

14. Attorneys' Fees. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an attorney are retained, to interpret or enforce any provision of this Agreement or with respect to any dispute relating to this Agreement, the prevailing party shall be entitled to recover from the losing party its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith (the "Fees"). In the event of suit, action, arbitration, or other proceeding, the amount of Fees shall be determined by the judge or arbitrator, shall include all costs and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

15. Miscellaneous. Time is of the essence of this Agreement. The facsimile transmission of any signed document including this Agreement, in accordance with Paragraph 12, shall be the same as delivery of an original. At the request of either party, the party delivering a document by facsimile will confirm facsimile transmission by signing and delivering a duplicate original document. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements between them with respect thereto. Without limiting the provisions of Section 13 of this Agreement, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. The person signing this Agreement on behalf of Buyer and the person signing this Agreement on behalf of Seller each represents, covenants and warrants that such person has full right and authority to enter into this Agreement and to bind the party for whom such person signs this Agreement to the terms and provisions of this Agreement. This Agreement shall not be recorded unless the parties otherwise agree.

16. Addendums; Exhibits. The following named addendums and exhibits are attached to this Agreement and incorporated within this Agreement: ☒ none or ☐ _____.

17. Time for Acceptance. Seller has until **5:00 p.m.** Pacific Time on _**January 16, 2018**_to accept this offer. Acceptance is not effective until a copy of this Agreement which has been signed and dated by Seller is actually received by Buyer. If this offer is not so accepted, it shall expire and the Earnest Money shall be promptly refunded to Buyer and thereafter, neither party shall have any further right or remedy against the other.

18. Seller's Acceptance and Brokerage Agreement. By execution of this Agreement, Seller agrees to sell the Property on the terms and conditions in this Agreement. Seller further agrees to pay a commission to **N/A** ("Broker") in the total amount computed in accordance with (i) the listing agreement or other commission agreement dated _____ between Seller and Broker; or (ii) if there is no written commission agreement, Seller hereby agrees to pay a commission of ☐ _____ percent (_____%) of the purchase price or ☐ $_____. Seller and Broker agree that the commission is deemed earned as of the earlier of (i) Closing or (ii) the date Buyer waives all conditions precedent to Closing as set forth in this Agreement. Unless otherwise provided in a separate written agreement, Seller shall cause the Escrow Holder to deliver to Broker the real estate commission on the Closing Date or upon Seller's breach of this Agreement, whichever occurs first. If the Earnest Money is forfeited and retained by Seller in accordance with this Agreement, in addition to any other rights the Broker may have, the Broker shall be entitled to the lesser of (A) fifty percent (50%) of the Earnest Money or (B) the commission agreed to above, and Seller hereby assigns such amount to the Broker. Seller acknowledges receipt of a copy of this Agreement, signed by both parties. Neither Listing Agent, nor Selling Licensee are receiving compensation from more than one party to this transaction unless disclosed on an attached Addendum, in which event, Buyer and Seller [redacted]

21. Governing Law. This Agreement is made and executed under, and in all respects shall be governed and construed by the laws of the State of Washington.

22. Time of the Essence and Holidays. Time is of the essence of each and every provision hereof. If the final date of any period of time set forth herein occurs on a Saturday, Sunday or legal holiday, then in such event, the expiration of such period of time shall be postponed to the next day which is not a Saturday, Sunday or legal holiday.

CONSULT YOUR ATTORNEY. THIS DOCUMENT HAS BEEN PREPARED FOR SUBMISSION TO YOUR ATTORNEY FOR REVIEW AND APPROVAL PRIOR TO SIGNING. NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE COMMERCIAL ASSOCIATION OF REALTORS® OREGON/SW WASHINGTON OR BY THE REAL ESTATE LICENSEES INVOLVED WITH THIS DOCUMENT AS TO THE LEGAL SUFFICIENCY OR TAX CONSEQUENCES OF THIS DOCUMENT.

THIS FORM SHOULD NOT BE MODIFIED WITHOUT SHOWING SUCH MODIFICATIONS BY REDLINING, INSERTION MARKS, OR ADDENDA.

Buyer: City of Vancouver

By **Eric J. Holmes**
Title **City Manager**

Execution Date 1·22·2018
Office Phone **360-487-8640**

Address **415 W. 6th Street**
Vancouver, WA 98660
Fax No.
E-Mail **eric.holmes@cityofvancouver.us**

Seller: **Xia-Zong Zhen**

By Xia-Zong Zhen
Title **a married man as to his sole and separate property**
Execution Date 16 Jan 2018
Office Phone: 503 317 0463

Address **12004 NW 40th Avenue, Vancouver, WA 98685**
Fax No.
E-Mail **eddiezhen@gmail.com**

Approved as to form:

E. Bronson Potter, City Attorney

Attest:

Deputy City Clerk

23. Buyer's Receipt. In accordance with the requirements of the laws of the State of Washington, Buyer acknowledges receipt of a Seller-signed copy of this Agreement on 1-16-2018

Date: 1·22·2018

Signature of Buyer:

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION: Real property in the County of Clark, State of Washington, described as follows:

That portion of Section 19, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington, lying within the Joseph Durgan Donation Land Claim, described as follows:

Beginning at a point 495 feet West and 1005.9 feet North of the Southeast corner of said Donation Land Claim; thence North 89°50'16" East 232.88 feet to an iron pipe; thence North 0° 0l '00" West 423.20 feet, to the true point of beginning of the land herein described; thence North 0°01'00" West 40.00 feet to an iron pipe; thence West 123 feet to a concrete post; thence North 0° 55' East 308.6 feet to a concrete post on the South line of Fourth Plain Road right of way; thence South 71°13' West 122 feet along said South line to a concrete post; thence South 340.71 feet, more or less, to a point that is South 89054'30" West 232.88 feet from the true point of beginning; thence North 89°54'30" East 232.88 feet to the true point of beginning.

PROMISSORY NOTE

$20,000.00

Vancouver, Washington
January 15, 2018

Subject to and only following satisfaction or waiver of all contingencies set forth in Sections 3, 4 and 5 of the Purchase and Sale Agreement and Receipt for Earnest Money ("Agreement") between Xia-Zong Zhen, as "Seller" and City of Vancouver, a Municipal Corporation as "Buyer,", Buyer promises to pay Fidelity Title Insurance Company at Vancouver, Washington ("Escrow Agent"), or order, **Twenty Thousand and No/100 Dollars ($20,000)** to be held as cash earnest money pursuant to and disbursed by Escrow Agent in accordance with, the Agreement. Any part hereof may be paid at any time. If this note is not redeemed and paid in full when due, then it shall be delivered and endorsed by Escrow Agent to Seller, and if placed in the hands of an attorney for collection due to non-payment, Buyer promises and agrees to pay holder's reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; if a suit or action is filed, the amount of such reasonable attorney's fees shall be fixed by the court or courts in which the suit or action, including any appeal therein, is tried, heard or decided.

Re:	Purchase and Sale Agreement
Dated:	**January 10, 2018**
Seller:	**Xia-Zong Zhen**
Buyer:	**City of Vancouver, a Municipal Corporation**
Property Located:	5107 E. Mill Plain Blvd., Vancouver, WA

BUYER: City of Vancouver, a Municipal Corporation

By: ____________________

Its: City Manager.

Date: 1.24.18

#3

STAFF REPORT NO. <u>061-18</u>

TO: Mayor and City Council **DATE:** 5/7/2018
FROM: Eric Holmes, City Manager

<u>Subject:</u> Proposed settlement of a tort claim brought by William Bright

<u>Key Points:</u>
- William Bright suffered injuries as a result of a December 2015 vehicle accident involving Mr. Bright and a City of Vancouver Fire Battalion Chief
- Mr. Bright filed a notice of claim with the City on January 7, 2016 and later demanded payment of approximately $400,000
- City staff and Mr. Bright attended a mediation session and reached a tentative settlement agreement for $175,000 that, if approved by City Council, would extinguish all liability the City may have as a result of the vehicle accident

<u>Objective:</u> Obtain approval and authority to finalize settlement of William Bright's claim, whereby the City will pay a settlement amount of $175,000 in exchange for Mr. Bright releasing all claims stemming from the accident.

<u>Present Situation:</u> On December 19, 2015, a Vancouver Fire Battalion Chief and Mr. Bright were involved in a motor vehicle accident at the intersection of Evergreen Blvd and Broadway Street. The Battalion Chief was traveling East on Evergreen while responding to an emergency call. He had his Opticom system activated and emergency lights on. When he entered the intersection at Evergreen and Broadway, his vehicle struck Mr. Bright's vehicle, which was traveling South on Broadway, causing it to roll over. Three eyewitnesses reported that Mr. Bright had a green light when he entered the intersection.

Mr. Bright went to the emergency room the day after the accident, complaining of pain and shortness of breath. The ER doctor found he had fractured two ribs on the right side. He spent two days in the hospital complaining of severe pain. Subsequently, Mr. Bright had multiple visits with doctors, complaining of rib, back, neck, stomach, and shoulder pain following the accident. As of May 2017 he was still reporting constant pain. Medical records document that Mr. Bright has received close to $90,000 in medical treatment since the accident.

Both the City and Mr. Bright recognize that liability is uncertain. If Mr. Bright's claim leads to a lawsuit, liability and the extent of damages will be disputed, requiring both parties to spend resources on discovery and other costs of litigation. The parties recognize inherent risks of litigation, and wish to settle Mr. Bright's claim before a lawsuit commences. The parties attended a mediation with Judge (Ret.) John F. Nichols on April 13, 2018, and reached a tentative settlement subject to City Council approval. The settlement is in the amount of $175,000. The settlement would extinguish any and all liability the City might have for Mr. Bright's injuries and ensure a lawsuit is not filed.

Advantage(s):

1. Resolves a claim against the City at an acceptable amount without the expense of litigation costs.
2. Avoids the uncertainty of trial and a potentially significant adverse outcome.

Disadvantage(s): Eliminates the possibility of a defense verdict if the claim were to go to trial, which would negate all City liability.

Budget Impact: Sufficient funding is available in the Risk Fund.

Action Requested: On May 7, 2018, authorize the City Manager or his designee and the City Attorney to execute any and all documents necessary to complete the settlement with William Bright in the amount of $175,000.00.

#4

STAFF REPORT NO. 062-18

TO:	Mayor and City Council	**DATE:**	5/7/2018
FROM:	Eric Holmes, City Manager		5/21/2018

Subject: Proposed Title 20 zoning code text amendment related to the number of domestic animals allowed on residential properties

Key Points:

- VMC 20.895 has a longstanding limit of three dogs allowed on private residential properties. During a November 2016 worksession review of animal licensing fees, Council directed staff to identify potential limits on the number of cats, hens and rabbits.
- In early 2017 potential baseline limits of five mature cats, five rabbits, and five hens per residence, in addition to the existing limit of three dogs per residence, were identified by City staff. These recommendations were based on a review of comparable jurisdictions, and developed in consultation with County Animal Control staff. They were recommended for approval by the Planning Commission.
- Following testimony at two public hearings in spring and summer 2017, Council indicated no objections to the baseline limits but directed staff to explore options for added flexibility for more animals through permit options and recognition of existing legal non-conforming situations.
- In 2018, an additional permit option for up to two further animals per residence was identified by staff and recommended by the Planning Commission, along with a combined baseline limit of 10 animals in total per residence.

Objectives: Review and make final determinations on the recommended zoning code change.

Current Situation: VMC 20.895 provides that four or more dogs constitute a kennel, which may be located only on commercially zoned land. Roosters and peacocks are prohibited on residential properties, but there are no limits on the number of cats, hens, or rabbits. Noise, property destruction or odors from any animals can be addressed in part by existing animal control and nuisance standards, but there are no clear, easily communicated limits on the number of allowed animals to discourage hoarding. City Code Compliance staff reports approximately 5-10 calls received per year regarding the keeping of domestic animals.

Comparable jurisdiction standards are listed in Appendix F at the end of this report. Neighboring small cities have similar standards to current Vancouver code. Battle Ground and Camas report having a numerical limit of three on dogs only. Ridgefield limits dogs to four. Hens are limited to five, with more allowed if located 100 feet or more from residential structures.

Proposed Amendments:

- Establish baseline limits by amending VMC 20.895 to allow up to five mature cats, hens, and rabbits allowed per residence, along with the existing limit of three mature dogs. Allow one additional hen or rabbit for each 1,000 square feet in excess of 10,000 square feet in residential property. Establish a total limit of 10 combined animals per residence.

- Establish a Home Additional Domestic Animal Permit option allowing up to two additional mature dogs, cats or hens, subject to a $100 application fee and $100 annual renewal fee for inspections. Permits would be granted if the animals do not create significant detrimental impacts to surrounding residents or properties, and are kept in a humane, sanitary and safe manner. Additional dogs would be eligible only for fostering purposes, with written authorization from an animal care organization.
- Include code language indicating that previously established keeping of animals at a residence in excess of these limits would be recognized as an existing non-conforming use where supported by evidence.

Advantage(s):

1. Established clear objective standards for the number of domestic animals allowed on residences that are consistent with comparable jurisdictions, in order to limit the likelihood of animal hoarding and decrease exclusive reliance on the more subjective odor and disruption provisions in existing standards.
2. Exceptions for juvenile animals, and increased limits for hens and rabbits on larger residential lots, permit options for additional animals, and recognition of previously established non-conforming uses all provide added flexibility.

Disadvantage(s): As with other code standards regulating activities rather than structures on private property, definitively determining the number of domestic animals residing on a particular property can be problematic

Budget Impact: No direct impacts

Prior Council Review:

- Workshops on November 7, 2016, and January 23rd, 2017, and a follow-up staff memorandum dated February 13, 2017.
- A public hearing on April 17, 2017, first reading discussion on June 26, 2017, and public hearing on July 10, 2017.
- A workshop on April 16, 2018.

Action Requested:

1. On Monday, May 7, 2018, approve the ordinance on first reading, setting the date of second reading and public hearing for Monday, May 21, 2018.
2. On Monday, May 21, 2018, following second reading and public hearing, approve the ordinance.

Attachments:

A. Ordinance
B. Staff memorandum for April 16, 2018 Council workshop
C. March 13, 2018 Planning Commission Minutes
D. Planning Commission Staff Report
E. Public Comments Submitted
F. Provisions from Comparable Jurisdictions

Attachment A - Ordinance

05/07/18
05/21/18

ORDINANCE NO. M_______

AN ORDINANCE relating to Vancouver Municipal Code (VMC) Title 20; amending Vancouver Municipal Code Title 20.895.050 to establish limits for the number of dogs, cats, hens and rabbits allowed on private residential properties; and providing for an effective date.

WHEREAS, pursuant to the Growth Management Act the City Council has adopted a Comprehensive Plan for the City of Vancouver (Ordinance M-3994), and Title 20 zoning standards (last amended through Ordinance M-4034); and

WHEREAS, the City Council finds and concludes that the proposed changes are consistent with all relevant criteria for Zoning Code Text Amendments (VMC 20.285.090) and consistent with the policies and provisions of the Comprehensive Plan and the Growth Management Act pursuant to the requirements of Chapter 36.70A. RCW; and

WHEREAS, the City Council believes that the adopted Zoning Code requires revision in order to recognize changing circumstances as appropriate, streamline certain review procedures, implement new policies, and to correct minor inconsistencies and omissions; and

WHEREAS, VMC 20.895 establishes a limit of three dogs on private properties, but provides no similar limits on the number of cats, hens or rabbits that may be kept; and

WHEREAS, in a duly advertised public hearing on March 14, 2017, the Vancouver Planning Commission voted unanimously to recommend approval of changes to VMC 20.895 described herein, establishing baseline limits of three dogs, five cats, five hens and five rabbits on residential properties, with no public testimony submitted; and

WHEREAS, following additional City Council direction, at a duly advertised public hearing on March 13, 2018, the Vancouver Planning Commission voted unanimously to recommend approval of further changes to VMC 20.895 described herein, establishing a home permit option allowing up to two additional dogs, cats, hens or rabbits, as well as total limit of 10 combined domestic animals; and

WHEREAS, the City Council conducted a duly advertised worksession on April 16, 2018, first reading on May 7 and public hearing on May 21, 2018, following which the Council adopted amendments to VMC 20.895 described herein; and

WHEREAS, the proposed zoning code text change has been reviewed and determined to be nonsignificant pursuant to the State Environmental Policy Act. Notices of Determination of Non-significance (DNS) were issued on February 16, 2017, for the proposed text changes, and no SEPA comments or appeals were received; and

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Findings and Conclusions. The Planning Commission findings and conclusions as set forth in the March 14, 2017, and March 13, 2018 staff reports are hereby adopted as the City Council's findings of fact; and

Section 2. Zoning Code Text Change. VMC 20.895.050, as last amended by Ordinance M-3959, is amended as follows:

Section 20.895.050 Domestic Animals and Livestock.

A. Defined. Domestic animals and livestock as defined per 20.150.040 are allowed for hobby and personal use purposes within all zoning districts subject to the standards in Subsections B – F below, in addition to any applicable requirements of VMC Section 8.20 (Nuisances) and 8.24 (Animals).

B. General Requirements.

1. Domestic Animals. The keeping of domestic animals shall comply with all requirements of this section and all requirements of VMC 8.20 and 8.24, as noted above.
2. Large Livestock. The keeping of livestock that will weigh more than 500 pounds at maturity requires a minimum lot size of one acre for the first animal. For each additional animal, an additional contiguous 10,000 square feet must be available. The minimum one acre lot may include a normally permitted residence, provided that at least ½ acre is still available for livestock use.
3. Small Livestock. The keeping of livestock that will weigh 100-500 pounds at maturity will require a minimum lot size of ½ acre for the first animal. For each additional such animal, an additional contiguous 5,000 square feet must be available. The minimum half acre lot may include a normally permitted residence, provided that at least ¼ acre is available for livestock use.
4. Miniature Livestock. Miniature livestock, such as certain breeds of mini-goats and mini-horses, that will weigh under 100 pounds at maturity are considered domestic animals. The combined total of

all miniature animals and dogs on a single premises shall not be more than three, unless the lot size requirements for small livestock specified above are met.

5. Poultry and Rabbits. The keeping of chickens, ducks, geese, domesticated hare or rabbit, and similar animals is permitted with no required minimum lot size. No turkeys, peacocks, or roosters are permitted.

6. Livestock facilities. Barns, sheds, and shelters used to house livestock shall be located in the rear yard and meet the same side and rear yard setbacks as the primary residence. Doorways and other openings shall be oriented away from neighboring properties. Livestock shall be confined or tethered in such a manner that intrusion on to neighboring property or damage to neighboring landscaping and fences is avoided. Such facilities shall be included in lot coverage percentage calculations.

C. Exceptions to Swine Prohibition. Notwithstanding the above prohibition of swine, the keeping of that type of swine commonly referred to as Miniature Vietnamese, Chinese or Oriental pot-bellied pig (sus scrofa vittatus) is allowed, subject to the following conditions:

1. The maximum height of the swine may be no more than eighteen 18” at the shoulder and weight shall be no more than 95 pounds;

2. The swine must have been spayed or neutered prior to entry into the City;

3. Registration, vaccination and other requirements as set forth in Section 8.24.022 VMC must be met; and

4. No more than two such pigs shall be kept at any one address for any period in excess of three calendar days.

D. Lot size exceptions. The minimum lot size does not apply to miniature livestock, as addressed above in VMC 20.895.050.B.4 or Miniature Vietnamese, Chinese or Oriental pot-bellied pig (sus scrofa vittatus), as defined above in VMC 20.895.050C.

E. Off-site impacts. The keeping of domestic animals or livestock shall comply with all of the applicable requirements of Chapter 20.935 VMC, Off-Site Impacts.

F. Other Requirements

1. The raising and keeping of animals is also subject to VMC Section 8.20 (Nuisances) and 8.24 (Animals).

2. The raising and keeping of domestic animals for commercial purposes is prohibited. Commercial purposes does not include incidental sale of livestock off-spring, milk, or eggs subject to Washington State health and agricultural regulations.

3. Maximum number of domestic animals for non-commercial purposes. The keeping of domestic animals shall be limited to the following, unless as part of a kennel, veterinary clinic, animal hospital, or dog day care as defined in this chapter:

a. No more than three dogs, not including those less than six months old;

b. No more than five cats, not including those less than six months old;

c. No more than five hens, not including those less than three months old.

d. No more than five rabbits, not including those less than three months old

e. On larger properties, one additional hen or rabbit is permitted for each additional 1000 square feet of overall lot size in excess of 10,000 square feet

f. In addition, no combination of limits found in 3a-3e shall exceed 10 combined animals per residential property.

~~3~~.4. The keeping of four or more dogs, which are 6 ~~5~~ months old or older constitutes a Kennel and must meet requirements of 20.895.020. This excludes veterinary clinics, animal hospitals and dog day care.

5.Home Additional Domestic Animal Permit. Up to two additional mature dogs, cats or hens beyond maximums otherwise established in this Chapter may be allowed on properties which have obtained a Home Additional Domestic Animal Permit (HADAP) subject to the following:

a. HADAP applicants shall submit a completed application form and one- time application fee of $100.
b. Permits will be issued at the discretion of City of Vancouver staff in consultation with Clark County Animal Control department, based on compliance with the following standards:

i. Keeping of animals on the property, including those allowed under baseline maximums, does not create significant detrimental impacts to surrounding residents or properties in terms of odor, noise, safety, or other factors
ii. Keeping of animals on the property including those allowed under baseline maximums, is conducted in a humane, sanitary and safe manner.
iii. Applicant properties are in compliance with all other applicable Vancouver Municipal Code requirements.
iv. HADAP permits for additional dogs beyond baseline allowances shall be for fostering purposes only, as demonstrated by written authorization from a 501c3 animal care organization

c. HADAP permit holders shall be subject to an annual inspection to confirm continued compliance with code standards, and subject to an annual inspection fee of $100.
6. Pre-existing situations. Residences with previously established keeping of dogs, cats, hens or rabbits may be considered non-conforming pursuant to VMC 20.930. Such residence shall demonstrate through photographic evidence, veterinary or sale records, permits, or other evidence to the reasonable satisfaction of the Planning Official that keeping of animals in excess of limits of this chapter was established prior to January 1, 2018, or prior to annexation to the City of Vancouver, and has been maintained since that time.

Section 3. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 4. Effective Date. This ordinance shall go into effect 30 days after adoption

Section 5. Instruction to City Clerk. The City Clerk shall transmit a copy of the revised development code to the Washington Department of Commerce.

Read First Time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Council Members

Read Second Time:

PASSED BY THE FOLLOWING VOTE:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this ________day of___________________, 2018

____
Anne-McEnerny-Ogle, Mayor

Attest:

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

Approved as to form:

____
E. Bronson Potter, City Attorney

SUMMARY

ORDINANCE NO. M_______

AN ORDINANCE relating to Vancouver Municipal Code (VMC) Title 20; amending Vancouver Municipal Code Title 20.895.050 to establish limits for the number of dogs, cats, hens and rabbits allowed on private residential properties; 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).

Attachment B - April 16, 2018 Worksession Memorandum

Memorandum

DATE: March 22, 2018

TO: Mayor and City Council

FROM: Bryan Snodgrass, Principal Planner, Community and Economic Development Department

RE: April 16, 2018 work session review of proposed updates to VMC 20.895 standards for limits on the number of domestic animals allowed on residential properties

CC: Eric Holmes, City Manager

Background

This memorandum summarizes the status of the proposed domestic animal code changes to be discussed at the April 16 City Council worksession. A Council public hearing is scheduled for May 21, following first reading on May 7.

Vancouver code under VMC 20.895 currently limits the number of dogs to three, and prohibits rooster outright. Other portions of City municipal code contain various animal control performance standards. VMC 8.24 primarily addresses pet licensing, spaying, leashing, kennels, and related provisions. Also included are rabies and other provisions unique to dogs. For all animals, offensive odors, frequent or repetitive noises disturbing the peace of neighbors, or destruction of neighboring property or livestock is prohibited. City nuisance codes under VMC 8.20 prohibit any activity that offends senses, decency, or disturbs comfort and safety or others. The City contracts with the Clark County Animal Control Department to administer these standards.

The current proposal was initiated in November 2016 with a Council request to establish baseline limits for the maximum number of cats, hens or rabbits allowed on residential properties. Through Council and Planning Commission work sessions in January 2017 and a Planning Commission public hearing in March, baseline limits of five mature cats, hens and rabbits were developed, with additional hens or rabbits allowed on large lots. These standards were initially identified by City staff in consultation with County Animal Control staff, and based primarily on similar standards in most comparable cities. At public hearing on April 17 and July 10, 2017, the Council expressed support for the baseline standards but directed staff to explore options for additional flexibility through some form of home permitting. This direction followed testimony from three local citizens requesting the ability to maintain their practices of keeping hens and fostering disabled dogs on their properties.

Following further consultation with Animal Control staff and notice to impacted parties of record, staff developed a proposed Home Additional Domestic Animal Permit option. This is proposed to be codified in VMC 20.895, along with baseline limits developed and reviewed in 2017.

Staff contact in advance of the worksession is Bryan Snodgrass (bryan.snodgrass@cityofvancouver.us, 360-487-7946. City planning, legal, code compliance staff will be at the April16 worksession, along with County Animal Control staff.

Proposal

Proposed code language is listed in full in Exhibit 1 herein, and would establish the following:

- Limits of five mature cats, rabbits and hens per residence, to go along with the existing standard of three mature dogs. Maturity for these purposes is defined as six months for dogs and cats, three months for hens and hens and rabbits.
- One additional hen or rabbit allowed for each 1000 square feet of lot size in excess of 10,000 square feet.
- A combined limit of 10 dogs, cats, hens, and rabbits per residence.
- Allowance for up to two additional dogs, cats, or hens by obtaining a Home Additional Domestic Animals Permit, subject to a $100 application and $100 annual inspection fee. Permit approval criteria are that there be no significant detrimental impacts to surrounding residents or properties in terms of odor, noise, safety, or other factors; humane and sanitary keeping of the animals, and compliance other City codes. Additional dogs under this permit are allowed only as part of fostering operations, as demonstrated by written authorization from a 501c3 animal care organization.
- Recognition of pre-existing, legal non-conforming uses based on photographs, veterinary or sale records, permits, or other evidence, to be determined as with other non-conformities on a case-by-case basis.

Planning Commission review

Following a worksession February 13, 2018 and a public hearing on March 13, the Planning Commission voted unanimously to recommend the proposed standards. Commission discussion was brief and focused on fees and administration and enforcement practices. Minutes are included in Exhibit 2 herein. The Staff Report to the Commission is Exhibit 3. No live public testimony was provided at the hearing. Two recent written comments received in advance of the Planning Commission hearing and one after the Planning Commission hearing are included in Exhibit 4 herein, along with a summary of 2017 input received.

Exhibits:

1. Proposed changes to VMC 20.895

2. March 13, 2018 Planning Commission minutes
3. Staff Report for Planning Commission
4. Public Comments Received
5. Comparable City Provisions

Attachment C - March 13, 2018 Planning Commission Minutes

Present: Erik Paulsen, Marjorie Ledell, John Lee, Steve Schulte, Jack Harroun, Audrey Mattoon and Jim Atkins.

Bryan Snodgrass presented before the Planning Commission Board the proposed amendment to be made to the Domestic Animal Limits and Home Permit Options. Snodgrass highlighted that there can be a distinction made in single and multi-family housing in terms of compliance with the domestic animal limits and home permit options, but the concern is that it could lead to people focusing more on the number of animals and less so in the actual impacts from the animals. Moreover, there is also the case where single story duplexes have a good amount of outdoor area, and therefore the single/multifamily distinction didn't seem as clean to implement as a policy. For these practical concerns, Bryan Snodgrass would not recommend changing the policy to include these specific distinctions.

Commissioner Mattoon expressed her concern on the potential impact of the size of the fees to lower income families, especially considering that hens unlike cats may be capped to supplement domestic food production for those kinds of households. She expressed interest in the idea of a fee waiver for people who can demonstrate financial hardship. Snodgrass responded that the 100 dollar fee represents one of the lowest fees that the city has for anything, but that this can be a consideration that the Commissioner can recommend be brought forward to Council. One of the concerns when it comes to the pricing of a the permit is the need to be able to inspect annually for the animals', neighbors' and public health considerations that there needs to be revenue to support that. Paul Scarpelli, from Animal Control added that the $100 fee is consistent with other fees that the City charges for other animals, even though this covers more than just a fee but the time is used from staff to go out, do the inspection, come back, and file the paperwork, among other things. It is far more time consumptive than just issuing a license.

Chair Paulsen, commented that at the last workshop, there was some discussion about the fee philosophy when it came to this permit. He elaborated that there is a need to recoup the cost of an inspection, but that they understand that at or above a certain level of fee you see more fee avoidance and that could potentially raise the level of nuisance inspections which we can't recoup the cost of. Chair Paulsen added that it was important to take into account the fee level and the likelihood that people will just not pay it because it's cost prohibitive. Trisha Kraff from the Clark County animal protection and control explained that there are additional fines and penalties imposed upon non-compliance of the current facility license tittle and that this would apply similarly to the Domestic Animals and Home Permit. As for animal control code, there is a 100 dollars fine for the first offense, 200 dollars for the second and 400 dollars for the third. Anything over and above that is referred for criminal prosecution. Originally the discussion was around domestic animals and allowing for additional animals in a rescue type facility that would be temporary locations not just acquire two additional animals so one could have them permanently. The additional animal permit was intended for fostering purposes.

Commissioner Schulte expressed that his immediate reaction was that 100 dollars is too low of a fee, especially if the City is serious about really controlling these numbers and having to have inspectors out there on a routine basis. He asked if there was additional staff being considered to monitor and inspect these facilities. Trisha Kraff responded that this is something that they will have to review as they find out the need or want for this type of permit. Paul Scarpelli added that Animal Control is short of 200 dollars per hour fully loaded costs by charging 100 dollars for these permits.

Public Testimony
Chair Erik Paulsen opened the floor for public testimony and, receiving no testimony, closed Public Testimony.

Recommendation
A motion was made by Commissioner Ledell, seconded by Commissioner Mattoon and approved by a 6-0 vote to recommend City Council to approve the proposed amendment.
Commissioner Ledell added that the recommendation is consistent with the comprehensive plan, has clear standards and some flexibility on it. She is not fond of the idea that the City will be losing money by charging the 100 dollars but in light of people avoiding the inspection fee, she supports the amount. Commission Mattoon also elaborated on her vote. Mattoon believes that this amendment is consistent with the comprehensive plan around minimizing adverse impacts of development especially concerning the developing urban character of Vancouver moving forward. Chair Paulsen expressed his gratitude to the time, effort, and energy that staff has invested in this and very much appreciated the changes that have been made since the workshop.

Attachment D - Planning Commission Staff Report

March 13, 2018 Planning Commission Public Hearing Staff Report
Domestic Animals Limits for Residential Properties

Report Date: February 22, 2018
Proposal: Change VMC 20.895 to establish limits for the number of dogs, cats, hens and rabbits allowed on residential properties
Location: Applies to residential properties citywide
Proponent: Vancouver Community and Economic Development Department
City Staff: Bryan Snodgrass, Community and Economic Development Principal Planner, 360 487-7946, bryan.snodgrass@ci.vancouver.wa.us
Recommendation: Forward to City Council recommendation to **approve** the proposed amendment

I. BACKGROUND AND REVIEW PROCESS

Vancouver Municipal code currently limits the number of dogs allowed on residences to three, and prohibits roosters and peacocks, but otherwise contains no numerical limits on the number of cats, hens, or rabbits allowed on private residential properties. City code does include various animal control performance standards. VMC 8.24 primarily addresses pet licensing, spaying, leashing, kennels, and related provisions. Also included are rabies and other provisions unique to dogs. For all animals, offensive odors, frequent or repetitive noises disturbing the peace of neighbors, or destruction of neighboring property or livestock is prohibited. City nuisance codes under VMC 8.20 prohibit any activity that offends senses, decency, or disturbs comfort and safety or others. The City contracts with the Clark County Animal Control Department to administer these standards.

In March 2017, as tasked by the City Council, the Planning Commission developed new recommendations for numerical limits for domestic animals. These were based on staff research of other jurisdictions, and consultation with the Clark County Animal Control staff. With limited changes, the City Council in spring 2017 indicated support for the following standards for private residences:

- Not more than three dogs, not including those less than six months old.
- Not more than five cats, not including those less than six months old.
- Not more than five rabbits, not including those less than three months old.
- Not more than five hens, not including those less than three months old.
- On larger properties an additional mature hen or rabbit is allowed for each additional 1,000 square feet of land in overall lot area beyond 10,000 square feet
- Additional animals beyond this would be prohibited unless part of a commercial kennel, veterinary clinic, animal hospital, which are not allowed in residential zones.

In reviewing these baseline limits in spring and summer 2017, the City Council received testimony requesting options for greater flexibility in some cases. Two individuals representing a home bulldog rescue operation requested additional flexibility to allow for fostering of medically impaired dogs. Two individuals testified in support of more flexibility for hens. Two persons also testified with concerns about impacts from hens. Through conversations with staff, representatives of the SW Washington Humane Society and Second Chance Companions indicated their network of private residential fosters would be impacted by limits on kittens. The Council directed staff and the Planning Commission to explore a home permit allowing for additional animals beyond baseline limits, and to address the issue of potential non-conforming situations.

Standards proposed in this report were developed by City planning, code compliance and legal staff, in consultation with County Animal Control staff. At the February 13, 2018 worksession the Planning Commission reviewed a proposal from City and Animal Control staff establishing a home permit option, and further requested staff to explore limits on the number of combined animals per residence, different baseline standards for single and multi-family residences, and a sunset provision for non-conforming residences containing more animals than otherwise allowed. The March 13 hearing has been advertised in the Columbian, and notice was sent to parties previously testifying on this issue.

II. PROPOSAL SUMMARY

Proposed new VMC 20.895 code language is listed in full in Attachment A of this report. Key features are:

- Proposed 2017 baseline limits developed by the Planning Commission and City Council – No more than three mature dogs, and five mature cats, hens and rabbits per residence, with additional hens and rabbits allowed on properties larger than 10,000 s.f.
- A new combined limit of 10 total animals per residence, in addition to the individual dog, cat, hen and rabbit limits.
- Additional code language providing guidance on how non-conformities will be considered, recognizing that individual cases will differ.

- A new Home Additional Domestic Animal Permit (HADAP) allowing for up to two additional dogs cats, or hens beyond the baseline limits, subject to $100 application and annual inspection fees.

After further internal consideration of the issues raised at the February 13 worksession regarding potential sunset provisions for existing non-conformities and differing limits for single and multi-family residences, these items have not been included in the final staff recommendation, although the Planning Commission can do so in its recommendations to the City Council.

Regarding potential sunset provisions for non-conforming residences, staff reviewed the number of past complaints related to non-conforming animals and determined that this has been limited. In addition, City communications with residents in the 2017 Van Mall North annexation area acknowledged that existing animal situations would be respected. Although non-conformities can be legally amortized, the only known example in City code are allowances for gravel parking in the downtown area, where the sunset timeline has had to be extended multiple times.

In the case of differing limits for differing housing types, a lower numerical standard in multi-family dwellings may invite complaints from other residents within the structure based on perceived numbers rather than impacts. Both the sunset and differentiated housing type provisions are logical, but in the view of Code Compliance staff may introduce additional practical concerns that outweigh benefits, given that performance standards exist to address the issues for the limited number of likely non-conforming situations that pose a problem.

III. REVIEW CRITERIA AND FINDINGS

Process and criteria for zoning text changes are specified in in VMC 20.285 as follows:

Section 20.285.090 Zoning Code Text Amendments
A. Approval process for Zoning Code text amendments
1. Initiation. All proposed text amendments to the development or zoning regulations shall be developed, submitted and presented by the City staff, based on direction from the City Council, Planning Commission, or the City Manager or designee.
2. Private party requests. City staff shall submit proposals from private individuals or groups as follows:
a. Private parties shall submit a written summary of the amendment proposed to City staff, an indication of why it is needed, and the potential land use impacts if approved. No fees shall be assessed.
b. Staff shall maintain a docket listing of private party requests, and shall provide the listing not less than once per year to the Planning Commission, which shall determine which items shall be

further reviewed by staff and submitted as a formal proposal, which shall be deferred to future work programs, and which shall not be considered. Decisions to defer or not consider private requests shall be considered final unless appealed as provided herein.

3. Process. Text amendments submitted by City staff, including those originated from outside party requests if applicable, shall be scheduled for Planning Commission and City Council, subject to procedural criteria of subsections of this chapter, except that staff initiated actions shall not be considered final without council consent. Hearing scheduling shall be determined by City staff based on work program constraints or direction from the City Manager, Planning Commission and/or council. Proposed text amendments to zoning or development regulation amendments which do not include corresponding comprehensive plan changes may be reviewed separately from one another, at any time.

B. Approval criteria for Zoning Code text amendments

Proposed zoning or development regulation text changes shall be considered based on the following:

1. The proposed change is consistent with the comprehensive plan; and

2. The proposed change is necessary to further the public interest based on present needs and conditions.

Staff Findings: Proposed zoning text changes were developed by City staff following initial direction from the City Council. The proposed changes are consistent with the Vancouver Comprehensive Plan and other applicable laws, specifically Comprehensive Plan policies CD-9, Compatible Uses, and IM-4 Internal Policy Consistency. The proposed changes are consistent with the public interest in establishing clear standards for the maximum number of domestic animals that may be kept on residential properties, with flexibility provided for juvenile animals, for larger residential properties, and through the additional home permit option.

IV. RECOMMENDATION

Based on analysis and findings in this report, staff recommends that the Planning Commission forward a recommendation to the Vancouver City Council to approve proposed change to VMC 20.895.050 described herein.

Attachments

A. Proposed Code Amendment
B. Testimony Received to date

C. Related Standards from Comparable Jurisdictions

Attachment E - Public Comments Submitted

From: Lavetta Gustafson [mailto:lavettagus@gmail.com]
Sent: Tuesday, March 13, 2018 7:56 PM
To: Snodgrass, Bryan
Cc: arielyoungrn@gmail.com; sdmowatt@hotmail.com; Lilyspadrescue@gmail.com; maryaelkin@gmail.com
Subject: Re: Updated city standards for number of domestic animals allowed in homes

Brian and all,
Unfortunately, I am unable to attend the Planning Commission as planned. I have reviewed the Draft of 2018 Proposed Updates to Domestic Animals Standards in Residential Areas. Brian, Thank you for sending. In my absence, I hope you will allow this email and additional photos as my testimony regarding the proposed updates.

The question I have to ask is why are "updates and/or changes" with further allowances being suggested/proposed. Until the City can enforce the current codes, I fear that any allowances will result in more violations with more City residences being negatively impacted. The permit process and fee is a start but what about those residences already with animals? Why isn't the fee higher? I believe the city of Sherwood, Oregon has a $1,500 fee with a permit and an initial inspection before animals are brought to the home and then afterwards. What about an annual fee such as that used to monitor dog and cats. The higher fee will help to offset the labor involved in City employees conducting inspections.

I have neighbors and friends who live in the City of Vancouver who have negative experiences with regard to chickens to report but due to the short notice are unable to attend your meeting. Some of them have shared the issue with rats..large rats..and more racoons. A health issue that was reported in the Columbian newspaper this week addressed the problem with salmonella connected with live chickens. This health issue goes beyond the bad smell. What and how is the City going to address this health hazard? Or is the City going to address it?

Codes are not nor have they ever been properly enforced, as they should be, in the City of Vancouver for many years. I live next door to a woman who is in violation of the Domestic Animal Code with regard to chickens since she got them in 2013. First, The "chicken house structure" is attached to the East side of her home facing my home not in the middle of the backyard with the door facing the owner domain per code; Second, the chicken house is not properly cleaned so the smell is horrible..to the point we cannot use/enjoy our yard, our deck and the windows and doors must be closed and we still have the odor seeping into our home; third, when the owner "moved" the manure several years ago it was spread on the ground near my fence and arborvitae hedge which has contributed (if not caused) the dying of my hedge. For those who are not familiar with chicken manure (both my husband and I were raised in rural environments and raised chickens and other livestock), the manure is very high in nitrogen and if not properly composted it is dangerous to plants. It can burn and kill plants.

ALL of these items are direct code violations.. .the chicken "house/barn" structure is not properly located in the rear yard...the lack of proper care is animal abuse with the manure inside the chicken house about 10 inches or more high and with the door not able to close properly with chickens often escaping from their building..and the manure causes a horrible smell. (By the way, my hedge was planted several years before the chickens "arrived".) All of these violations have been reported to City of Vancouver Code officers/personnel. Since 2014, there have been few responses and those that we have received in the past 2+ years have been to refer us to Clark County Animal Control, who then refer us back to the City Code department since we live in the city limits. Most recently I talked and emailed with Paul Scarpelli, supervisor for Clark County Animal Control and, after confirming our home is inside the Vancouver city limits, he told me this is a City issue. He then emailed the Vancouver Code department urging attention and the result has been no help.

In 2013, a Code department officer did drive by the home next door after a report was made but wrote her up for plants that were "creeping" out of her yard. He admitted that he never left his vehicle even though he had permission to come into my yard so he could see the chicken structure and the baby ducks next door. (The neighbor put up a wood fence which obstructs the view from the street and both my home and hers is on situated on a hill so it is not possible to see the backyards from the curb.) After much instance, the Code officer did eventually come to my house where from my deck he could see the location of the chicken structure and the baby ducks that she had at that time. The officer did instruct the neighbor to remove the young ducks due to the smell and the lack of adequate water for the ducks to properly clean their bills/noses but to my knowledge he did not advise the neighbor to relocate the chicken structure per code.

I and my family have lived and enjoyed our home for 39 years and have worked to become more environmentally and energy efficient (i.e., using an outdoor cloths line for the drying of our laundry when the weather has permitted and having a bee/butterfly friendly yard). That is no longer possible due to the smell so laundry must be hung inside our home and/or dried in an electric dryer and it is challenging to keep plants alive, as well as enjoy the beauty of our yard.

I apologize for the length of the message and ask forgiveness for my rant. I welcome any response and/or feedback to this message and the photo of the situation next door and the proximity to my home.

Brian, Photos are being sent separately. I would also like more information as to when the City Council will meet regarding the Commission's proposal.

Thank you for this opportunity,
Lavetta Gustafson

From: Sherry Mowatt [mailto:sdmowatt@hotmail.com]
Sent: Saturday, March 10, 2018 4:46 PM
To: Snodgrass, Bryan
Subject: Re: Planning Commission hearing on March 13 regardomg domestic animals allowed in homes

Hello Bryan,

Thanks for the follow-up on our conversation. I hope to be at the hearing this coming week. Upon reading what staff has come up with, I'm a bit distressed about the exorbitant fees involved in keeping extra chickens. I agree that a permit for extras might be a good idea; I also think that a yearly review of facilities might be a good idea. However, I think the one-time permit fee amount is excessive and certainly the **yearly** fee is completely <u>outrageous</u>. An alternative to having an animal control officer actually visit the site for an "inspection" of a couple of minutes could be something as simple as current photographs submitted by the owner. $100./year makes for some mighty expensive eggs, especially if the owner is living on a small fixed income. I can only believe that these exorbitant fees would act as a reason to NOT comply with the rules and hope no one turns you in.......I'd like to feel that my city officials are working with my well-being in mind by making it easier and affordable to maintain a simple urban existence.

Yours,
Sherry Mowatt

From: Ariel Young [mailto:arielyoungrn@gmail.com]
Sent: Wednesday, February 07, 2018 12:37 PM
To: Snodgrass, Bryan
Subject: Re: Updated city standards for number of domestic animals allowed in homes

Bryan,

I appreciate your work on this but I still feel that this effort is misplaced and the ordinance very poorly written. My specific issues are as follows:

1. Not relevant. The failure, once again, is in thinking that a nuisance is proportionate to the number of animals. The goal is to curb nuisance situations that would cause offensive odors, noise disturbances, destruction of neighboring property and disturbance to the comfort and safety of others. These are training, care and upkeep issues not a number of animals issue. One outdoor male cat is far more of a nuisance than six well-kept indoor only cats. Two outdoor only poorly-kept, though not neglected, German Shepherds are far more of a nuisance than four well-trained, well-kept mostly indoor terriers. My six well-kept chickens last year were not a nuisance nor are the four chickens I have today. A nuisance is NOT directly proportional to the number of animals. The ordinance is attempting to use objective numbers to solve a subjective, complex situation.

2. Unreasonable Government searches. The City isn't going to start randomly counting the number of cats under HADP holding citizens' beds, unless there is a cause for concern. This reveals what this ordinance's true purpose really is: a work around to getting a warrant. Law abiding citizens who get a permit would forever be giving up their rights (as it is currently written) to require a warrant before government searches of their property occur. While I'm sure both Clark County Animal Control and the City of Vancouver will promise to never misuse their annual inspections and right to charge inspection fees, I think there is generally a lack of trust on voluntary compliance issues like this (DACA immediately comes to my mind). Warrants for hoarding cases are challenging to obtain but they absolutely exist for a reason- citizen protection. This rewrite will not curb hoarding it's just taking away rights from HADP holding citizens.

3. Grandfather Clause. Properties that exceed limits now can continue to exceed limits later, assuming they aren't causing a nuisance as they will be grandfathered in, like the previous rewrite. There remains no way to keep track of whether a property is grandfathered in or not.

4. No repercussions. What is to prevent citizens from NOT getting a permit? They retain more of their rights and I see no current repercussions.

5. Proper Procedure. In my capacity as a Clark County Animal Control Advisory Board member for the last year, I also have some concerns about whether this particular rewrite was ever properly brought back to the Animal Control Advisory Board for discussion and review. I've addressed this specifically with Paul Scarpelli and the board.

I do appreciate your reaching out to me. For better or worse (and maybe to some people's dismay), when I feel strongly about something I speak up. I feel that the City of Vancouver can and should be a light to the other cities in the nation. Urban micro-farming is a growing movement, specifically in the PNW, and I genuinely want to the see us get it right because I believe we can. What I don't want to see is for the City to get it wrong and regret it, I definitely *do not* want to set that example.

Sincerely,

Ariel Young

From: Mary Elkin [mailto:maryaelkin@gmail.com]
Sent: Wednesday, February 07, 2018 8:51 AM
To: Snodgrass, Bryan
Subject: Re: Updated city standards for number of domestic animals allowed in homes

Hi Bryan,

Thank you for sending this update!

I think this is a great set of standards for domestic animals allowed on residential properties. The inclusion of allowing more hens based upon the size of the lot is exactly what is needed in my opinion. Not every property in Vancouver looks the same. This will keep residents with neighbors very close to each other happy and residents on larger parcels happy.

Thanks again for the hard work and keeping me updated.

Mary Elkin

2017 Testimony Recap

- No testimony was submitted at or before the 3/14/17 Planning Commission hearing
- Seven individuals testified at the 4/24/17 City Council hearing. One raised concerns that about implications of annexation. Two accepted proposed new maximums but raised concerns about impacts from nearby chicken hording case. One testified with concerns that new City standards would override subdivision CC&Rs prohibiting chickens. One testified with concerns about limiting chickens by number rather than performance. One testified with concerns that maximums would prevent some legitimate animal fostering of various types. One testified with concerns that his disabled dog fostering activity would be prevented. https://www.cvtv.org/search?q=%2522Vancouver+City+Council%2522&c=videos&sort=new&p=4
- Two individuals testified at the 6/26/17 City Council Citizen Communication. One requested options for allowing up to 12 hens. Another testified with concerns about odor from a neighbor's chickens

https://www.cvtv.org/search?q=%2522Vancouver+City+Council%2522&c=videos&sort=new&p=3

- Three individuals testified at the 7/10/19 City Council public hearing, requesting options for more chickens and dogs. Two had previously testified on 4/24/17. https://www.cvtv.org/search?q=%2522Vancouver+City+Council%2522&c=videos&sort=new&p=3 (beginning at 29:30)

Attachment F - Provisions from Comparable Jurisdictions

	Cats/Dogs	**Rabbits**	**Hens**	**Residential Permitting Options**
City of Bellevue	3	3	6	Private animal permit - no charge; allows possession of five foster animals above the limit that would normally apply to their property under the Land Use Code; homes must be found for the animals within 6 months
City of Everett	2 dogs, 2 cats	NA	5 without permit	not found
City of Olympia	3 dogs and cats combined	5 on lots less than 1/4 acre; 1 more per each additional 1000 s.f. of lot area up to 10	5 on lots less than 1 acre; 1 more per each additional 1000 s.f. of lot area up to 10	There is a permit for 501(c)(3) organizations, catteries, and hobby kennels, but it doesn't mention fostering at a private residence
City of Spokane	4 dogs and cats combined	1 per 1000 s.f. of lot area	1 per 1000 s.f. of lot area	not found in code
City of Tacoma	6 dogs and cats combined	NA	5	not found in code
City of Yakima	6	4	4	not found in code
City of Renton	3 household pets; includes dogs, cats, rabbits, caged indoor birds, small rodents, non-venomous reptiles and amphibians weighing less than 10 lbs.	See Cats	3 on lots that are at least 6,000 gross sq ft in size. On lots that are larger than 6,000 gross sq ft, 1 additional small lot domestic animal may be kept per additional 2,000 gross sq ft.	number of cats includes foster animals; There is an Additional Animals Permit that can be obtained to have more than what is permitted outright and this application fee is $50; if approved, permit may be renewed annually for $50; minimum lot size applies for permit and is found below under the Renton header.
City of Portland	Regulation restricting number of dogs or cats not found	3 small animals permitted; includes ducks, chickens, rabbits, doves, pigeons, or pygmy goats	See rabbits	Permitting process outlined below for keeping more than 3 small animals on property
City of Seattle	Up to 3 small animals allowed, such as dogs and cats combined; if property over 20,000 sq. ft., up to 4 small animals allowed with one additional animal permitted for each 5,000 sq. ft.	Considered small animal; see cats/dogs	Up to 8 domestic fowl allowed, with more permitted on properties over 10,000 sq. ft.	no additional permitting options found in code beyond allowances for extra animals per square footage

#5

STAFF REPORT NO. 063-18

TO:	Mayor and City Council	**DATE:**	5/7/2018
FROM:	Eric Holmes, City Manager		5/21/2018

Subject: Proposed establishment of Commercial/CG and Urban High Density Residential/R-18 Comprehensive Plan and zoning map designations on annexing 33-acre property at 15306 Fourth Plain Boulevard currently designated Mixed Use/MX by Clark County.

Key Points:

- Annexation was requested by the property owner in November 2017, formally initiated by the City Council at a January 8, 2018, public meeting, and is anticipated to be finalized at a June 25 first reading and July 2, 2018, Council public hearing. Pending annexation, the applicant proposes that the City establish R-18 and CG zoning on the site rather than MX, which would be the equivalent of the current County MX zoning applying to the site.
- The applicant envisions future site development of 358 single and multi-family units and approximately 51,400 square feet of commercial development near Fourth Plain Boulevard, with internal pedestrian connections and a park area as indicated in Attachment A, on page 17 of this report. Housing is anticipated to consist of 62 single-family detached homes ranging in size from 1,000 to 1,800 square feet, 152 townhomes of approximately 1,450 square feet, and 144 walk-up apartment units ranging from 800 to 1,300 square feet. Prices are anticipated to range from $250,000 for 2-story townhomes to $370,000 for single-family units, according to the applicant's economic analysis.
- A Development Agreement is also proposed requiring future development to be substantially consistent with the conceptual site plan unless additional cross circulation or other changes are required otherwise through the future development review process, and to prohibit future development of self-serve storage, non-accessory parking and dog day care uses otherwise allowed in the requested CG zone.

Objectives: Review and make final determinations on the recommended Plan and zoning map designations, and accompanying Development Agreement.

Present Situation: The site is largely undeveloped and contains two outbuildings. The current MX zoning appears to have been established by Clark County in 2002. The site is served by C-TRAN bus #74 providing hourly service to and from Vancouver Mall. No extensions of the Vine BRT currently serving central Fourth Plain Blvd. and downtown Vancouver are planned, but are possible in the future according to C-TRAN staff.

Proposed Amendments:

- Pending finalization of annexation, assign Commercial/GC and Urban High Density/R-18 zoning designations to the site as indicated in the Ordinance, rather than the Commercial/MX designation that would automatically be assigned through the direct conversion zone assignment method.
- Authorize entering into Development Agreement with the property owner as indicated in the

Ordinance

Advantage(s): Facilitates development of the property, which has remained undeveloped for 15 years under the County MX designation, with some features and at densities consistent with likely densities that would occur if developed under City MX standards.

Disadvantage(s): As with other zone conversions, this recommendation effectively forecloses other options, in this case the longer term possibility of development under MX standards, which would include more extensive integration of commercial and residential uses, and might also include more housing affordable at a variety of price points.

Budget Impact: No direct impacts

Prior Council Review:
- A Council public meeting on January 8, 2018, which initiated the annexation process and involved brief discussion of map designation issues.
- A Council workshop April 16, 2018.

Action Requested:
1. On Monday, May 7, 2018, approve the ordinance on first reading, setting the date of second reading and public hearing for Monday, May 21, 2018.
2. On Monday, May 21, 2018, following second reading and public hearing, approve the ordinance

Attachments:
A. Ordinance including Development Agreement and Conceptual Site Plan
B. Written Public Comments Received
C. Link to April 16, 2018 Council workshop materials, which includes Planning Commission minutes and staff report, and applicant submittals.

ATTACHMENT A
ORDINANCE INCLUDING DEVELOPMENT AGREEMENT AND CONCEPTUAL SITE PLAN

05/07/18
05/21/18

ORDINANCE NO. M_______

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; establishing Vancouver Comprehensive Plan and Zoning map designations for a property at 15306 Fourth Plain Boulevard which has requested annexation to the City of Vancouver, and authorizing the City Manager to enter into a Development Agreement, attached hereto as Exhibit A.

WHEREAS, pursuant to the Growth Management Act the City Council has adopted a Comprehensive Plan for the City of Vancouver (Ordinance M-3994), and Title 20 zoning standards (last amended through Ordinance M-4223; and

WHEREAS, the property is currently located in unincorporated Clark County, and is designated Mixed Use and MX by the County Comprehensive Plan and zoning map. Property owner Joann Toedtli proposed annexation to the City of Vancouver on November 9, 2017, and requested that pending annexation, the City establish Comprehensive Plan and zoning map designations of Urban High Density and R-18 on the northern approximately 27 acres of the site, and General Commercial and CG on the southern approximately 5 acres; and

WHEREAS, the Vancouver City Council formally initiated the annexation review process at a public meeting on January 8, 2018, at which time the City Council directed the Vancouver Planning Commission to review the Comprehensive Plan and zoning map designations proposed by the applicant and make recommendations; and

WHEREAS, the Vancouver Planning Commission reviewed the proposed changes at a duly advertised work session on February 13, 2018, and duly advertised public hearing on March 13, 2018, and at that hearing voted unanimously to recommend establishment of Comprehensive Plan and zoning map designations at the site proposed by the applicant, and authorization of the Development Agreement; and

WHEREAS, the City Council finds and concludes that the proposed establishment of Comprehensive Plan and zoning map designation changes and accompanying Development Agreement are consistent with all relevant criteria for Comprehensive Plan and Zoning Plan Map and Text Amendments (VMC 20.60 and 20.285) and consistent with the policies and provisions of the Comprehensive Plan and the Growth Management Act pursuant to the requirements of Chapter 36.70A. RCW; and

WHEREAS, the City Council conducted a duly advertised public work session on April 16, 2018, first reading on May 7, 2018, and public hearing on May 21, 2018, following which the Council adopted the Planning Commission recommendations for approval; and

WHEREAS, the cumulative environmental impacts of the proposed Comprehensive "Plan and zoning changes have been reviewed and determined to be nonsignificant pursuant to the State Environmental Policy Act. Notices of Determination of Non-significance (DNS) were issued on September 8, 2017 for the proposed Comprehensive Plan and zoning text and map changes, and no SEPA comments or appeals were received; and

WHEREAS, the City Council believes that the proposed changes are consistent with the relevant comprehensive plan policies that encourage orderly development within the community; and

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Findings and Conclusions. The Planning Commission findings and conclusions as set forth in the staff report for the March 13, 2018 public hearing, are hereby adopted as the City Council's findings of fact; and

Section 2. **Comprehensive Plan and Zoning Code Map Designation Amendments** The Vancouver Comprehensive Plan 2011-2030, adopted through Ordinance M-3994, and VMC Title 20 Zoning Code, last amended through ordinance M-4223, are amended to establish Urban High Density/R-18 designations on the northern portion of property at 15306 Fourth Plain Boulevard, Tax Lot 159108000 as indicated in Condition 7.1 and Exhibit B of the Development Agreement that is attached hereto as Exhibit A, and Commercial/CG designations on the southern portion of said property, all effective upon finalization of annexation; and

Section 3. **Development Agreement.** The City Manager is authorized to enter into a Development Agreement, attached hereto as Exhibit A herein, ensuring future development is substantially consistent with a conceptual site plan submitted by the applicant indicated in the Development Agreement, unless otherwise required as part of the subsequent development review.

Section 4. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 5. Effective Date. This ordinance shall become effective only upon the annexation of the land described herein.

Section 6. Instruction to City Clerk. The City Clerk shall transmit a copy of the revised development code to the Washington Department of Commerce.

Read First Time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Council Members

Read Second Time:

PASSED BY THE FOLLOWING VOTE:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this ________day of___________________, 2018

____
Anne McEnerny-Ogle, Mayor

Attest:

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

Approved as to form:

____
E. Bronson Potter, City Attorney

Ordinance Exhibit A – Development Agreement

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

LeAnne M. Bremer
Miller Nash Graham & Dunn, LLP
500 Broadway, Suite 400
P.O. Box 694
Vancouver, Washington 98666

Grantor	**:**	5th Plain Creek Station, LLC
Grantee	**:**	The City of Vancouver
Abbreviated Legal	**:**	#18 OF SEC 12 T2NR2EWM
Assessor's Tax Parcel Nos.	**:**	159108-000
Prior Excise Tax No.	**:**	NA
Other Reference No.	**:**	None

DEVELOPMENT AGREEMENT

1. **EFFECTIVE DATE**: ____________________, 2018

2. **PARTIES:**

5th Plain Creek Station LLC
c/o Hurley Development
915 Broadway, Suite 250
Vancouver WA 98660
hereinafter: "5th PLAIN"

City of Vancouver
P.O. Box 1995
Vancouver, WA 98668-1995
hereinafter: "CITY"

3. **RECITALS**:

3.1 At the time of the execution and recording of this Development Agreement 5th PLAIN will own the property legally described in **Exhibit A**.

3.2 5th PLAIN has requested annexation to the City of Vancouver, and the establishment of Comprehensive Plan and Zoning map designations of Commercial and CG on the southern portion of the property, and Urban High Density Residential and R-18 on the northern portion.

3.3 The Property is currently designated Mixed Use and MX by Clark County. The subject property is tax parcel number 159108-000, and located at 15306 Fourth Plain Blvd.

3.4 Vancouver Municipal Code 20.230 provides two methods for assigning a Comprehensive Plan and Zoning designation to newly annexed areas. The first method allows annexing properties to be assigned the City designations most consistent with their existing County designations. The second method allows for that the consideration of a different designation, if done concurrent with the annexation.

3.5 The Parties desire to memorialize the Comprehensive Plan and Zoning designations on the Property at the time of annexation and set forth additional provisions related to development of the Property.

NOW THEREFORE, the Parties agree as follows:

4. **Recitals.** The recitals are hereby incorporated into this Agreement and shall bind the Parties to the terms of this Agreement.

5. **Purpose.** The purposes of this Development Agreement are to:

5.1 Ensure that future development of the property is substantially consistent with conceptual site plan submitted by 5th PLAIN as part of its Comprehensive Plan and Zoning map designation request set forth in Recital 3.2, depicted on **Exhibit B** herein, pending further change to the site plan required through future site plan or subdivision review.

5.2 Ensure that future commercial development not include select commercial uses otherwise allowed in the proposed CG zone, which have limited employment density relative to the potential opportunities afforded by high traffic corridors such as Fourth Plain Blvd.

6. **Term.** The initial term of this Development Agreement shall be for twenty (20) years from the effective date of this Agreement, which may be extended by mutual agreement between the Owner of the Property and the City and approved by the City Council in accordance with state law.

7. **Conditions**.

7.1 **Conceptual Development Plan.** The proposed preliminary site plan for the Property depicted in **Exhibit B** attached hereto, is incorporated herein by this reference. Development of the site shall be in substantial conformance with **Exhibit B** and in conformance with any final Site Plan required and approved by or required by the City, or any alterations, changes or amendments thereto that are approved during any subsequent site plan approval process.

7.2 **Uses.** The Property uses shall be those allowed in the zoning districts applied to the Property upon annexation, except that commercial uses listed in VMC Table 20.430.030-1 of self-serve storage, non-accessory parking, and dog day care shall be prohibited.

8. **Successors.** This Development Agreement and all of its provisions shall be binding on the Parties and any and all of their assigns and successors in interest.

9. **Enforcement.** This Development Agreement may be enforced by the Parties through any remedy provided by law or in equity.

10. **Severability.** If any provision of this Development Agreement, or the application of the provision to any person or circumstance, is declared invalid, then the rest of the agreement or the application of the provision to other persons or circumstances shall not be affected.

11. **Authority.** Those signatories who sign on behalf of a limited liability company are expressly vested by the governing documents of such limited liability company which they purport to represent with the authority to bind such limited liability company in the manner in which such signatories have purported to bind their principal herein.

12. **Controlling Law.** In the event of any litigation arising hereunder, or with respect hereto, the law of the State of Washington shall control, and all signatories hereto, do hereby submit themselves personally to the jurisdiction of the courts of the State of Washington, and do hereby agree that any action arising hereunder may be instituted in Clark County Superior Court, if the parties are served including anywhere not within the State of Washington, by any method authorized by Washington Law.

13. **Required Public Hearing.** This Development Agreement is authorized by a Resolution of the City Council of the City of Vancouver following a hearing as required by RCW 36.70B.170.

14. **Extensions of Time for Performance.** Notwithstanding anything to the contrary contained in this Agreement, neither party shall be deemed to be in default where delays and performance or failure to perform are due to war, insurrection, strike or other labor disturbances, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, extended appeals by third parties or similar basis for excused performance which are not within the reasonable control of the party to be excused. Upon the request of either Party, an extension of time for such cause shall be granted in writing for the period of the forced delay, or longer, as may be mutually agreed upon.

15. **Vesting.** The Parties agree that the development of the Property and this Development Agreement vests as to the permitted uses, land use ordinances, regulations, and development standards in effect in Title 20 VMC as of the earlier of the date of any fully complete land use application being processed for approval with this Development Agreement, or the date of the execution of this Development Agreement. "Vesting" shall mean that the Property is entitled to be used and to implement a site plan or other land use permit or approval that is substantially consistent with that shown in **Exhibit B**, and that the Property is entitled to be eligible to receive land use approval of development proposals ("implementing land use approval(s") that are consistent therewith, in accordance with the zoning, development and land use ordinances in effected upon the date of the vesting of this Development Agreement without any such application being subject to changes in ordinance, regulation, and development standards and

regulations that are enacted or implemented subsequent to the date of vesting of this Development Agreement. Further, if an implementing land use approval has become final (not appealed), which is at variance with such ordinance, regulation, and development standards and regulations with the agreement of the applicant(s), the ordinance, regulation, and development standards and regulations manifested in such implementing land use approval(s) shall become vested under this Development Agreement. This Development Agreement and the development standards in, and terms of, this Development Agreement govern during the term of this Development Agreement and may not be subject to an amendment to a zoning ordinance, land use regulation, or development standard adopted after the effect date of this Development Agreement except with the agreement of the applicant or owner; provided that an applicant or owner of the Property may elect to waive vesting as to an ordinance, requirement, condition or standard and proceed under any ordinance, requirement, condition or standard more recently in effect by the City of Vancouver as allowed under VMC 20.250.040. This vesting shall continue beyond the term of this Development Agreement as to any fully complete implementing land use application in process or granted by the City during the term of this Development Agreement, for the normal term of approval of any such application or approval. Any permit or approval issued by the City, including any implementing land use approval, after the vesting of this Development Agreement must be consistent with this Development Agreement.

16. **Exception to Vesting/Serious Threat to Public Health.** Nothing contained in this Development Agreement shall preclude the City from exercising any and all rights it has under RCW 36.70.170(4) to address issues of public health and safety.

17. **Construction.** This Development Agreement sets forth the entire agreement of the Parties. This Agreement shall be construed as a whole. No amendment, change or modification of any provision of this Agreement shall be valid unless set forth in writing and signed by both Parties. To the extent of any conflict with any City regulations which may otherwise govern the Property, the terms and conditions of this Development Agreement shall prevail.

18. **Binding Effect.** This Development Agreement, or a summary therefore, shall be recorded against the Property and shall run with the land subject only to the express conditions or limitations of this Agreement, and shall be singing upon and insure to the benefit of the respective successors and assigns of the parties. Upon assignment of this Development Agreement or the conveyance of any parcel of the Property to which this agreement is applicable, the assignee/grantee shall be deemed to assume all rights, obligations and liabilities set forth in this Agreement as they relate to such parcel.

19. **Cooperation.** Each Party shall take such action (including, but not limited to the execution, acknowledgement and delivery of documents) as may reasonably be requested by the other Party for the implementation or continuing performance of this Development Agreement. In the event of any administrative, legal or equitable action or proceeding instituted by any person or party to this Agreement challenging the validity of any provision of this Agreement, or any subsequent action taken consistent with this Agreement, the Parties shall cooperate in defending such action or proceeding to settlement or final judgment, including all appeals. Each Party shall select its own legal counsel and retain such counsel at its own expense.

20. **Effective Date.** This Development Agreement will become effective on signature by the City of Vancouver and 5th Plain Creek Station LLC or successor.

DATED THIS ___ day of __________________, 2018

CITY OF VANCOUVER

By:

_________________________,
Eric J. Holmes, City Manager
Dated: ___________

Attest:

_______________________,
City Clerk

STATE OF WASHINGTON)
: ss.
County of Clark)

I certify that Eric J. Holmes appeared personally before me and that I know or have satisfactory evidence that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Manager of the CITY OF VANCOUVER to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _______________, 2018

NOTARY PUBLIC FOR WASHINGTON
My Commission Expires: _______________

____
5th Plain Creek Station LLC, Owner
By: Hurley Development, LLC, its Manager
By: Ryan Hurley, its Manager
Dated: _____________

STATE OF WASHINGTON)
: ss.
County of Clark)

I certify that Ryan Hurley appeared personally before me and that I know or have satisfactory evidence that he signed this instrument, on oath stated that he was authorized to execute the instrument as the Manager of Hurley Development, LLC, Manager of 5th Plain Creek Station LLC and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of ________________, 2018

NOTARY PUBLIC FOR WASHINGTON
My Commission Expires: ________________

EXHIBIT A
LEGAL DESCRIPTION

For APN/Parcel ID(s): 159108-000

Parcel I

The Southwest quarter of the Northwest quarter of Section 12, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington.

EXCEPT the South 28.28 rods of the East 28.28 rods.

ALSO EXCEPT the following described parcel of property:

COMMENCING at the Southwest corner of the Northwest quarter of said Section 12;

Thence North 01°30'26" East along the West line of said Northwest quarter of Section 12, 951.26 feet to the South line of that tract conveyed to Ronald E, Raley by deed recorded under Auditor's File # G714092 of Clark County Records and the TRUE POINT OF BEGINNING;

Thence South 01°30'26" West along said West line 250.47 feet to the South line of that tract conveyed to Torrence L. Speights by deed recorded under Auditor's File # G375849 of Clark County Records;

Thence South 01°30'26" West along said West line 3.79 feet to a point which bears North 88°37'05" West from a 1/2" iron rod set by Olson Engineering Inc. in 1976 as shown on the Record of Survey recorded in Book 4 of Surveys at Page 192 of Clark County Records;

Thence South 88°37'05" East 11.44 feet to said 1/2" iron rod;

Thence North 01°10'13" East 252.36 feet to another 1/2" iron rod set by Olson Engineering, in said Record of Survey;

Thence continuing North 01°10'13" East 1,89 feet to a point which bears South 88°37'05" East from the True Point of Beginning;

Thence North 88°37'05" West 9.94 feet to the TRUE POINT OF BEGINNING.

ALSO EXCEPT that portion lying within NE Fourth Plain Blvd./Road.

ALSO EXCEPT that portion acquired by the State of Washington by the Stipulated Judgment and Decree of Appropriation filed November 6, 2002, under Clark County, Washington Superior Court Case No. 01-2-00977-3.

Parcel II

That portion of the Northwest quarter of the Northwest quarter of Section 12, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at a 1/2 inch iron pipe marking the Southeast corner of Lot 22 of "Mountain View Meadows", according to the plat thereof recorded in Volume G of plats at page 924, records of Clark County, Washington;

Thence North 01°26'54" East, along the East line of said Lot 22, a distance of 0.93 feet to an existing fence line and the TRUE POINT OF BEGINNING;

Thence South 87°59'25" East, along an existing fence line, 82.87 feet to a fence corner;

Thence continuing along an existing fence line, South 32°00'07" East, 7.33 feet to the South line of the Northwest quarter of the Northwest quarter of said Section 12;

Thence North 88°15'37" West, along the South line of the Northwest quarter of the Northwest quarter of said Section 12, a distance of 86.90 feet to the Southerly prolongation of the East line of said Lot 22;

Thence North 01°26'54" East, to and along the East line of said Lot 22, a distance of 6.48 feet to the TRUE POINT OF BEGINNING.

Also that portion of the Southwest quarter of the Northwest quarter of the Northwest quarter of said Section 12, lying Southerly of the South line of said plat of "Mountain View Meadows".

EXHIBIT "B"
CONCEPTUAL SITE PLAN

SUMMARY

ORDINANCE NO. M_______

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Comprehensive Plan and Zoning map designations for property at 15306 Mill Plain Boulevard, and authorizing a Development Agreement; providing for severability 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).

ATTACHMENT B – WRITTEN PUBLIC COMMENTS RECEIVED

From: Heritage Neighborhood Association [mailto:heritageneighborhood@gmail.com]
Sent: Tuesday, March 13, 2018 5:29 PM
To: Snodgrass, Bryan
Cc: McCall, Marilee; naccc.chair@gmail.com
Subject: Testimony for tonight's hearing

Vancouver Planning Commission,

I am unable to attend the hearing tonight regarding the proposed rezone for the Toedtli property however I'd like to thank the City of Vancouver for notifying our Association of this request and for the regular communications and updates regarding this particular request.

I'd like to specifically thank Bryan Snodgrass, Judi Bailey and anyone else that helped with this outreach. The communication is appreciated.

At this time, Heritage Neighborhood Association has no official position for this request but will continue to follow the remainder of this proposed request and help with public outreach as needed.

Thank You,

Christie BrownSilva, President
Heritage Neighborhood Association
360-326-4353
13504 NE 84th ST. Ste. 103-141
Vancouver, WA 98682

From: Dale BRandenburg [mailto:dhbrandenburg@comcast.net]
Sent: Tuesday, March 06, 2018 12:19 PM
To: Snodgrass, Bryan
Subject: 5th Plain Creek Station - Tax Lot 159108000

Hello Bryan,
My property joins the plan property in the northeast corner, with my address being 7309 NE 156 Ave.

In reference to the above Lot, can you provide me with some information or point me in the right direction?

- Current and proposed zone changes on a plot map demonstrating locations of streets and type of structures. Hopefully this would show connection points with existing streets as well as new.
- Does the plan show locations of the single family homes as well as multifamily homes? How many of each? Are the singe family home to be rental properties?
- Are there any requirments of sound structures or fences for the perimeter properties, where the development is adjacent existing homes? If not, how can this be addressed as a requirement to reduce the increased noise associated with multi family homes?
- Also, I would like to know if there are any plans or notes associated with tree removal? We have a large fir tree that startles the property line and need some clarification based on surveys of where liability ownership lies or if there are plans to remove.

Thank you
Dale Brandenburg

#6

STAFF REPORT NO. 064-18

TO:	Mayor and City Council	**DATE:**	05/07/2018
FROM:	Eric Holmes, City Manager		05/14/2018

Subject: Public Hearing on continuing a temporary moratorium on the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area which is that area bounded by East Mill Plain Blvd. on the north, North Devine Rd. on the east, and MacArthur Blvd. on the west. The moratorium area is within the Heights District Subarea, where a planning process is currently underway.

Key Points:

- State law allows cities and counties to place temporary moratoria on particular uses for up to six months while studies are conducted related to such uses and how they should be regulated. State law allows cities to extend existing moratoria for the same reasons.
- On June 5, 2017, City Council adopted Ordinance M-4201 placing an emergency 6-month moratorium on the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area.
- On November 20, 2017, City Council adopted Ordinance M-4221 continuing the temporary moratorium on the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area.
- Staff has initiated a subarea planning process for the Heights District, which includes the Tower Mall area. Extension of the moratorium will ensure that future development aligns with the vision articulated in the forthcoming plan.

Objective: On May 14, 2018, conduct a public hearing and adopt findings to extend the temporary moratorium originally adopted by Council on June 5, 2017, and extended on November 20, 2017.

Present Situation: The Heights District Subarea is identified as a future urban center in the City of Vancouver Comprehensive Plan. In order to establish a vision for the area and guide its future growth and development, the City of Vancouver is undertaking a subarea planning process for Mill Plain Central. In June 2017, the Vancouver City Council approved the purchase of an 11.83-acre parcel known as the Tower Mall site. Following the purchase of the property, Council adopted a six-month development moratorium for the site and adjacent properties in the Tower Mall area. This temporary moratorium prohibits the acceptance and processing of applications for permits for the development of new structures, the expansion of existing structures, or subdivisions in the Tower Mall area. The ordinance will allow staff time to prepare a subarea plan for the area, identify any related land use regulations, and conduct the required environmental review process. A continuation of the temporary moratorium is necessary to ensure that future development aligns with the vision articulated in the forthcoming plan.

Advantage(s):

1. Allows the City time to develop a subarea plan for the Tower Mall area; amendments to Title 20; and conduct the required environmental review process.
2. Allows time for a public process to participate in the subarea plan development and review on and comment on any proposed changes to land use regulations and environmental review.
3. Avoids applications for uses that would conflict with the achievement of the long-range vision for this area that will be defined by the subarea plan.

Disadvantage(s): Prohibits the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area that would conflict with the achievement of the long-range vision for this area that will be defined by the subarea plan.

Budget Impact: None

Prior Council Review:

1. June 5, 2017 Adoption of Moratorium
2. July 10, 2017 First Reading, Review of Moratorium Ordinance and additional findings of fact in support of the ordinance
3. July 17, 2017 Public Hearing, Adoption of Moratorium with additional findings of fact
4. Nov. 13, 2017 First Reading, Review of ordinance to extend moratorium
5. Nov. 20, 2017 Adoption of ordinance to continue moratorium

Action Requested:

1. On May 7, 2018, approve ordinance on first reading, setting date of second reading and public hearing for May 14, 2018.
2. On May 14, 2018, subject to second reading and public hearing, approve the ordinance.

Attachments: Proposed Ordinance Continuing Moratorium

05/07/18
05/14/18

ORDINANCE NO._______

AN ORDINANCE declaring an emergency and continuing a temporary moratorium for the duration of six months upon the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area as defined herein; establishing six months as the tentative effective period of this ordinance; and establishing an immediate effective date.

WHEREAS, the City of Vancouver has the authority to adopt temporary moratoria pursuant to RCW 36.70A.390 and 35.63.200; and

WHEREAS, the City is developing a subarea plan for the Heights District, which is identified in the 2011-2030 comprehensive plan. The Tower Mall area is within the Heights District and is bordered by East Mill Plain Blvd. on the north, North Devine Rd. on the east, and MacArthur Blvd. on the west and is depicted on the map attached hereto as Exhibit A; and

WHEREAS, the City Council finds that in order to preserve the ability to prepare a subarea plan, that includes the Tower Mall area, with the widest range of choices and alternatives for future development, it is necessary to temporarily restrict development of new structures; the expansion of existing structures; and subdivisions within the Tower Mall area until a subarea plan is developed; and

WHEREAS, without a temporary moratorium the City could, in the near future, receive applications for development that would conflict with the achievement of the long-range vision for this area that will be defined by the subarea plan; and

WHEREAS, the enactment of this ordinance constitutes an emergency, due to potential land use impacts that may result from continued development in the Tower Mall area without the implementation of a subarea plan; and

WHEREAS, current land use regulations in this area do not adequately address long-term planning strategies, or aesthetic congruity with the community; and

WHEREAS, continuing a temporary moratorium as proposed herein will allow the City additional time to research and develop a subarea plan for the area, implement additional new regulation elements, and amend existing zoning ordinances if necessary.

WHEREAS, continuing a temporary moratorium will enable the City to hold public hearings and maximize public input in the development of the new subarea plan without jeopardizing any possible land use options that may be precluded by unrestricted development.

WHEREAS, the City Council believes that the continuation of a temporary moratorium promotes the public health, safety, and general welfare and convenience of the people of Vancouver, and will encourage the most desirable and productive use of land and properties in Tower Mall area;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Temporary Moratorium. As authorized by RCW 36.70A.390 and RCW 35.63.200, the City Council hereby continues the temporary moratorium on the acceptance, processing, and granting of applications for permits for the development of new structures; the expansion of existing structures; and subdivisions within the Tower Mall area.

Section 2. Exemptions. The moratorium established in Section 1 of this ordinance shall not apply to permits required for upkeep, repair, or maintenance of existing buildings or properties, or work mandated by the City to maintain public health and safety.

Section 3. Duration. This moratorium shall be in effect for six months following the effective date of this ordinance.

Section 4. Vested Rights. The moratorium created by this ordinance does not apply to properties with vested rights existing on June 5, 2017 which was the date of the enactment of the initial moratorium ordinance. "Vested Rights" shall be defined in accordance with VMC 20.210.110.

Section 5. Effective date. The City Council hereby finds and declares that an emergency exists which necessitates that this ordinance become effective immediately in order to preserve the public health, safety and welfare. This ordinance shall become effective immediately upon passage. The City Clerk is directed to publish a summary hereof including the title at the earliest possible publication date.

Read the first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read the second time:

Passed by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this ________ day of _________________________, 2018.

____
Anne McEnerny-Ogle, Mayor

Attest:

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

Approved as to form:

____
E. Bronson Potter, City Attorney

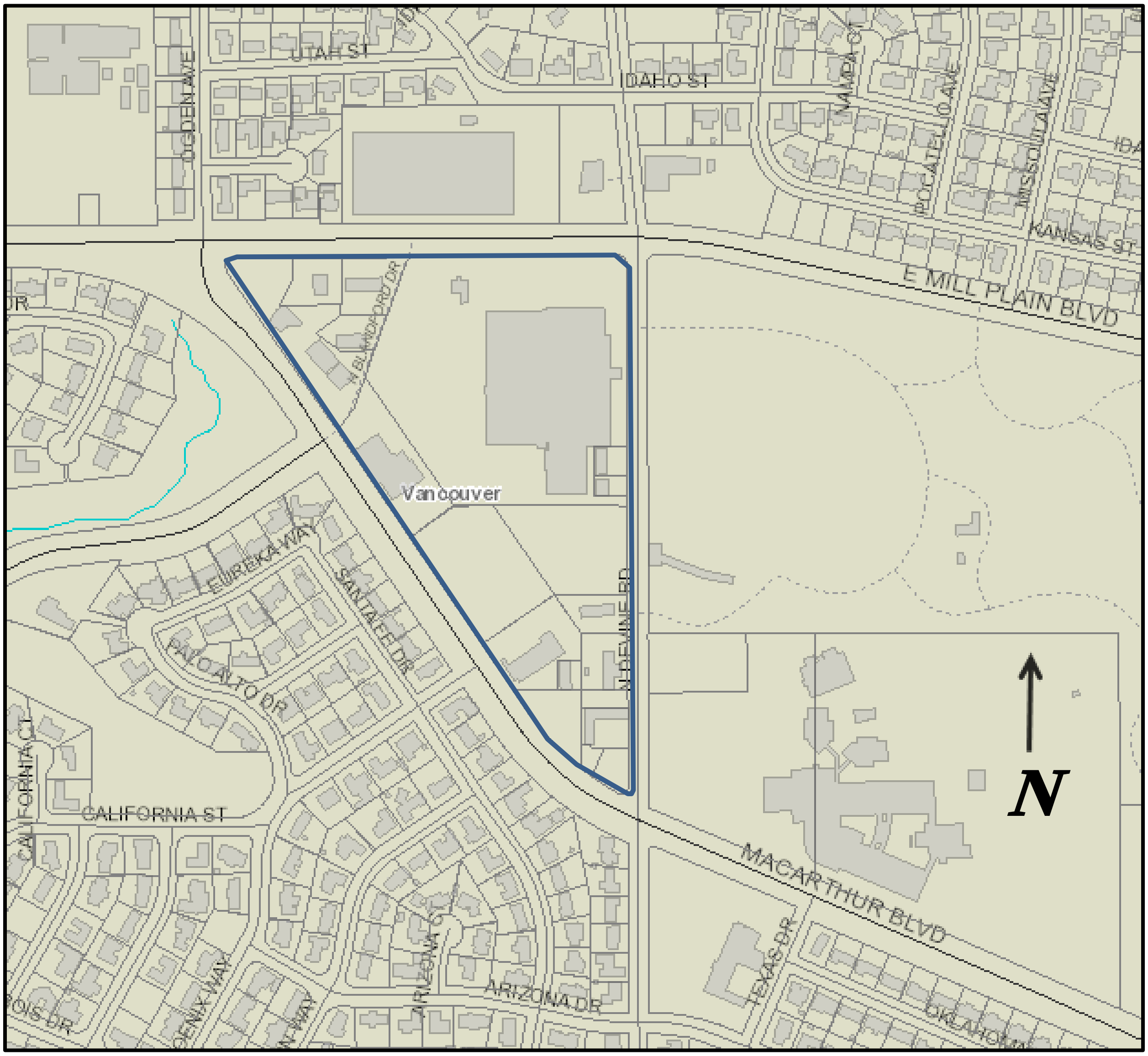
SUMMARY

ORDINANCE NO. __________

AN ORDINANCE declaring an emergency and imposing a temporary moratorium for the duration of six months upon the acceptance and processing of applications for permits for the development of new or the expansion of existing structures and subdivisions in the Tower Mall area as defined herein; establishing six months as the tentative effective period of this ordinance; and establishing 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).

EXHIBIT A: PROPERTIES SUBJECT TO DEVELOPMENT MORATORIUM



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:

$ 10,690,926.17 this 7th day of May 2018.

MAYOR

COUNCILMEMBER

Natasha Ramos

AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
April 17 - April 30	Accounts Payable Checks (see attached)	**$ 7,717,068.13**
April 17 - April 30	Visa Refunds (see attached)	**$ 6,318.25**
April 17 - April 30	Payroll Checks (see attached)	**$ 2,967,539.79**
TOTAL		**$ 10,690,926.17**

INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount		Vendor Name	Description
119439	17-Apr-2018	194,995.58		BLUE CROSS BLUE SHIELD OF OR	*****WIRE*** BLUE CROSS WEEKLY CLAIMS WEEK 2 OF APRIL**
119440	17-Apr-2018	2,224.35		HEALTH SMART BENEFITS SOLUTIONS INC	*****WIRE*** HEALTH SMART WEEKLY CLAIMS WEEK 2 OF APRIL**
119442	19-Apr-2018	4,895.45		US BANK TRUST	*****WIRE*** LEHMAN BANKRUPTCY SETTLEMENT - TREASURY**
119443	20-Apr-2018	18,828.59		ACTIVE NETWORK INC	*****WIRE*** ACTIVENET FEES - 04/01/18-04/15/18 - TREASURY**
119444	23-Apr-2018	121,439.33		BLUE CROSS BLUE SHIELD OF OR	*****WIRE*** BLUE CROSS WEEKLY CLAIMS WEEK 3 OF APRIL**
119445	24-Apr-2018	1,067.42		HEALTH SMART BENEFITS SOLUTIONS INC	*****WIRE*** WEEKLY CLAIMS HEALTH SMART WEEK 3 OF APRIL**
119446	25-Apr-2018	33,251.74		GALLAGHER BASSETT SERVICES INC	*****WIRE*** WORKERS' COMP FUNDING / MESSAGE ID: 40298712**
119447	25-Apr-2018	5,774.80		WASHINGTON SDU	*****WIRE*** PAYROLL**
119448	25-Apr-2018	750.00		VANCOUVER FIRE COMMAND OFFICERS	*****WIRE*** PAYROLL**
119449	25-Apr-2018	11,345.62		ALLEGIANCE BENEFIT PLAN MANAGEMENT	*****WIRE*** PAYROLL**
119450	25-Apr-2018	6,343.45		ICMA 401A	*****WIRE*** PAYROLL**
119451	25-Apr-2018	25,228.75		VANCOUVER FIREFIGHTERS UNION HEALTH	*****WIRE*** PAYROLL**
119452	25-Apr-2018	145,298.75		ICMA CORP	*****WIRE*** PAYROLL**
119453	25-Apr-2018	53,274.91		STATE OF WASHINGTON 457	*****WIRE*** PAYROLL**
119454	25-Apr-2018	20,474.22		ING	*****WIRE*** PAYROLL**
119455	25-Apr-2018	21,125.00		WASHINGTON STATE FIREFIGHTERS	*****WIRE*** PAYROLL**
119456	25-Apr-2018	153.52		OREGON SDU	*****WIRE*** PAYROLL**
119457	25-Apr-2018	12,237.60		WESTERN STATES HEALTH &	*****WIRE*** PAYROLL**
119458	25-Apr-2018	75.00		HRA VEBA PLAN	*****WIRE*** PAYROLL**
119459	26-Apr-2018	635,781.38		PNC BANK NATIONAL ASSOCIATION	*****WIRE*** PNC PAYMENT TO COVER 04/20/18 STATMENT**
119460	26-Apr-2018	822,634.96		INTERNAL REVENUE SERVICE	*****WIRE*** 08 2018 PAYROLL TAXES; FEDERAL W/H**
119461	26-Apr-2018	6,695.63		BANK OF AMERICA	*****WIRE*** 08 2018 PAYROLL HSA**
119462	27-Apr-2018	20,529.88		STATE OF OREGON	*****WIRE*** 08 2018 PAYROLL TAXES; OREGON W/H**
119463	27-Apr-2018	686,222.37		OPERATIONS MANAGEMENT INTERNATIONAL INC	*****WIRE*** 18MAR - PROJ 664927.03 L3 P2 S0 S1 & UV - CUST 003143 - REF VANC - OPERATION OF THE VANCOUVER WASTEWATER TREATMENT FACILITIES - MP ENG**
119464	30-Apr-2018	499,386.32		STELLAR J CORP	*****WIRE*** WATER STATION 1 - PHASE 1 - EST 16 - THRU 03/25/18**
119465	27-Apr-2018	253,234.38		WASHINGTON STATE DEPT REVENUE	*****WIRE*** EXCISE/SALES TAX COMBINED RETURN ~ MARCH 2018**
119466	27-Apr-2018	24,739.69		WASHINGTON STATE DEPT REVENUE	*****WIRE*** USE TAX FOR THE PERIOD OF MAR-2018**
590067	18-Apr-2018	487.78		A LINE ASPHALT MAINTENANCE INC	SUMMARY: MAINTENANCE RATED SWEEPS
590068	18-Apr-2018	2,750.00		ACCENT BUSINESS SERVICES INC	ALI ZULFI - W/E 03/17/18 - INFO TECH - RECEIPT 133758 BY J SCHOESSLER PER E-MAIL
590069	18-Apr-2018	192.00		ACCURATE CORPORATE SERVICES INC	2018 QTR 1 - LONG TERM STORAGE - WINTER HOLIDAY PRODUCTS - FACILITIES
590070	18-Apr-2018	6,005.49		ACTION TECHNOLOGY SYSTEMS	ACCT 8000 - ELEVATOR PHONE/INTRUSION ALARM MONITORING - 18APR-18JUN - MULTIPLE CITY LOCATIONS - OP CENTER - RECEIPT 134005 BY P NEWTON PER E-MAIL
590071	18-Apr-2018	668.36		ADVANCE STORES CO INC	SUMMARY: PARTS FOR REPAIR AND MAINTENANCE - EQUIP SERVICES
590072	18-Apr-2018	73.01		AIRGAS NOR PAC INC	SUMMARY: COMPRESSED GAS - FIRE STATION 5
590073	18-Apr-2018	783.09		ALBINA FUEL	CUST 00-0076624 - ORDER V279777 - CSS-1 TACK OIL - 0.86 TON - OPS CENTER
590074	18-Apr-2018	50.00		ALLEGIANCE BENEFIT PLAN MANAGEMENT	RETIRED LEOFF 1 POLICE MEDICAL CLAIMS
590075	18-Apr-2018	144.00		ANN CASSIN	18MAR - OFFICIATING SERVICES - GIRLS LEVEL 4 TOURNAMENT - TENNIS CTR
590076	18-Apr-2018	4,760.07		ANNAS CONSULTANTS INC	INSTALL/CALIBRATE NEW SENSOR FOR CO MONITOR/ADAPTER 7-WIRE CABLE AND CO-II-BTX SENSOR CABLE - THRU 03/19/18 - FIRE 5 - PO 89815/ RECEIPT 134206 BY C NELSON PER E-MAIL
590076	18-Apr-2018	135.50		ANNAS CONSULTANTS INC	RE-CALIBRATE CO MONITOR PER 90-DAY SCHEDULE - THRU 03/08/18 - FIRE 4 - PO 89815/ RECEIPT 134206 BY C NELSON PER E-MAIL

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

INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount		Vendor Name	Description
590076	18-Apr-2018	2,905.12		ANNAS CONSULTANTS INC	RELOCATE BREATING AIR SYSTEM - THRU 03/20/18 - FROM OLD FIRE STN 1 TO FIRE STN 10 - PO 89815/ RECEIPT 134308 BY C NELSON PER E-MAIL
590077	18-Apr-2018	78.58		ANNE HALEY	REF PKG PERMIT COV06358
590078	18-Apr-2018	180.00		ANTHONY HERNANDEZ	18MAR - OFFICIATING SERVICES - GIRLS LEVEL 4 TOURNAMENT - TENNIS CTR
590079	18-Apr-2018	226.55		ARAMARK UNIFORM SERVICES INC	SUMMARY: MAT/TOWEL/COVERALL/UNIFORM CLEANING SERVICES
590080	18-Apr-2018	23,685.40		ARBORSCAPE LTD INC	SUMMARY: TREE TRIMMING AND REMOVAL SERVICES - URBAN FORESTRY & OP CENTER
590081	18-Apr-2018	1,802.65		ARONSON SECURITY GROUP	BROOKSIDE VIDEO PROJECT - RETAINAGE RELEASE
590082	18-Apr-2018	9,587.04		AT&T MOBILITY II LLC	ACCT #287256310986 - CELL PHONE WIRELESS CHARGES - 03/05/18-04/04/18 - OPS CENTER
590083	18-Apr-2018	24,300.36		BERGER ABAM INC	PROJ A12.0121.01 - WATERFRONT PARK FINAL DESIGN - THRU 03/08/18 - PARKS - RECEIPT 134270 BY C VOGELZANG PER E-MAIL
590083	18-Apr-2018	1,465.21		BERGER ABAM INC	PROJ A17.0026.00 - EVERGREEN HWY TRAIL ENVIRO PROC & PERM - THRU 03/16/18 - CONSTRUCTION - RECEIPT 133945 BY L PETERSEN PER E-MAIL
590084	18-Apr-2018	90.00		BIGGS INSURANCE SERVICES	ACCT SHAWLSO-02 - POL NEWB - NOTARY BOND - SHAWNA SOMMERVILLE - 06/15/18-06/14/22 - UTILITIES
590085	18-Apr-2018	308.94		BIO MANAGEMENT NORTHWEST INC	02/27/18 - SQUAD CAR BIO HAZARD CLEANING - VEH NUMBER 2191 - VPD
590086	18-Apr-2018	7,447.08		BLOOMBERG FINANCE LP	ACCT 30136675 - BLOOMBERG TERMINAL W/ 23" DUAL W/PC - 05/15/18-07/14/18 - TREASURY
590087	18-Apr-2018	59.98		Boyer, Scott K	CLOTHING REIMBURSEMENT
590088	18-Apr-2018	4,818.93		CADMAN MATERIALS INC	CUST 9408272 - S/O 10066746 - PROD 92253 CSTC - 258.3 TON - OPS CENTER
590088	18-Apr-2018	610.04		CADMAN MATERIALS INC	CUST 9408272 - S/O 10066746 - PROD 92253 CSTC - 32.70 TON - OPS CENTER
590089	18-Apr-2018	120.00		CASCADE HIGHLANDS NEIGHBORHOOD ASSN	2018 PARTICIPATION IN RECYCLING 101 - SOLID WASTE
590090	18-Apr-2018	135.50		CHAPPELLES TOWING INC	TOWING - '02 FORD EXPLORER - LIC BIJ7583 WA - FROM 601 NW 78TH ST TO VPD/STAPLETON - CASE 3801 - VPD
590090	18-Apr-2018	60.00		CHAPPELLES TOWING INC	TOWING - '08 NISSAN FRONTIER - LIC-C19298K-WA - NE 72ND ST @ NE 13TH AVE - UNLOCK ONLY - CASE NOT SPECIFIED - VPD
590091	18-Apr-2018	95.61		CHRISTIAN ALBELA	REF PKG PERMIT COV07518
590092	18-Apr-2018	1,813.90		CINTAS CORP	ACCT 463-11151 - TOWEL CLEANING SERVICES - ALL 18MAR INVS ON 04/10/18 STMT - FIRE
590093	18-Apr-2018	1,210.59		CITY OF OLYMPIA	CUST 11803/16764 - FIRE DEPT FACILITY RENTAL - JOB ORDER 33-18-03 - 03/15/18-03/22/18 - FIRE
590094	18-Apr-2018	46.00		CITY OF VANCOUVER	CUST 111526 - ITM-COMMERCIAL COOKING EXHAUST CLEANING REPORT REVIEW - ITM INSPECTION-18-1542 - LOC ID 2226-0050 - FIRSTENBURG COMM CENTER - 700 NE 136TH AVE - 04/10/18 - OP CENTER
590094	18-Apr-2018	75.00		CITY OF VANCOUVER	CUST 181030 - FIRE CODE INSPECTION - INSPECTION-R17-6106-02 - LOC ID 2126-0001 - MARSHALL CENTER - 1009 E MCLOUGHLIN BLVD - 04/11/18 - OP CENTER
590094	18-Apr-2018	75.00		CITY OF VANCOUVER	CUST 285867 - SPECIAL FIRE INSPECTION - INSPECTION-18-1521 - LOC ID 2122-0161 - FIRE STN 1 - 2607 MAIN ST - 04/09/18 - OP CENTER - PO 89863/ 2-WAY MATCH PER P NEWTON PER E-MAIL
590094	18-Apr-2018	46.00		CITY OF VANCOUVER	CUST 339661 - ITM-COMMERCIAL COOKING EXHAUST CLEANING REPORT REVIEW - ITM INSPECTION-18-1519 - LOC ID 2126-0501 - LEUPKE CENTER - 1009 E MCLOUGHLIN BLVD - 04/09/18 - OP CENTER
590094	18-Apr-2018	75.00		CITY OF VANCOUVER	CUST 344181 - FIRE CODE INSPECTION - INSPECTION-R18-0285-02 - LOC ID 2126-0501 - LEUPKE CENTER - 1009 E MCLOUGHLIN BLVD - 04/11/18 - OP CENTER
590094	18-Apr-2018	200.00		CITY OF VANCOUVER	REG 19944 - FALSE ALARM FEE - 04/08/18 @ 21:54:09 - DAVID DOUGLAS PARK - 1016 N GARRISON RD - OP CENTER

INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount		Vendor Name	Description
590095	18-Apr-2018	203,433.30		CLARK AND SONS EXCAVATING	LIESER HOMESITES SANITARY SEWER IMPROVEMENTS - EST 1 - THRU 03/25/18
590095	18-Apr-2018	6,097.37		CLARK AND SONS EXCAVATING	MAIN STREET @ 25TH ST PEDESTRIAN CROSSING - RETAINAGE RELEASE
590096	18-Apr-2018	5.03		CLARK COUNTY	2018 CC CLEAN WATER BRESELLE PROPERTY - FIRE
590096	18-Apr-2018	76.02		CLARK COUNTY	2018 CC CLEAN WATER E CACHE
590096	18-Apr-2018	1,154.35		CLARK COUNTY	2018 CC CLEAN WATER ST 10 - FIRE
590096	18-Apr-2018	1,250.09		CLARK COUNTY	2018 CC CLEAN WATER ST 7
590097	18-Apr-2018	3,108.00		CLARK COUNTY	RECORDING FEES- MARCH 2018
590098	18-Apr-2018	341,523.52		CLARK PUBLIC UTILITIES	SUMMARY: ELECTRICITY
I					
590107					
590108	18-Apr-2018	4,513.16		COBBLESTONE HOMES LLC	PROJ 414647 - REHAB LOAN PROGRAM - N PILCHER - 9919 NE 3RD ST - 18APR - CDBG FUNDING
590109	18-Apr-2018	13.64		COMCAST CABLE COMMUNICATIONS INC	8778 10 101 2442215 - 04/15/18-05/14/18 - VPD EAST PRECINCT
590110	18-Apr-2018	106.11		COMCAST CABLE COMMUNICATIONS INC	ACCT 8778 10 101 3663710 - CURRENT CHARGES - 04/07/18-05/06/18 - FOR SERVICE AT 4415 E 5TH ST - IT
590111	18-Apr-2018	81.00		CRAIG SIEGEL	18MAR - OFFICIATING SERVICES - GIRLS LEVEL 4 TOURNAMENT - TENNIS CTR
590112	18-Apr-2018	6,850.00		DAN ENTERPRISES INC	80"X18'6" TANDEM AXLE TILT TRAILER - REPLACEMENT FOR 5034 - EQUIP SERVICES
590113	18-Apr-2018	50.00		DARLENE DWIGHT	REF OVERPMT PKG CIT 7200900545
590114	18-Apr-2018	1,101.59		DAVID MAROSI	REF RETIREE DEPENDENT
590115	18-Apr-2018	575.40		DEPARTMENT OF LICENSING	USE TAX FOR TRAILER ON PO 89688 - EQUIP SERVICES
590116	18-Apr-2018	18.02		DONALD L CAMPBELL	REF 600 SCIP LOAN
590117	18-Apr-2018	2,282.69		ELECTRIC LIGHTWAVE HOLDINGS INC	18APR - SERVICE AGREEMENT, INTERNET SVCS PER GSA PIGGYBACK FOR INTEGRA - IT
590118	18-Apr-2018	452.50		EMERGENCY MEDICINE ASSOCIATES	PAT ACCT 4244630 - MEDICAL SERVICES - S COPENING - 01/26/18 - RISK
590119	18-Apr-2018	2,000.00		ENTERCOM PORTLAND LLC	STATION SRD-POR - DIGITAL MARKETING PLAN DISPLAY/SOCIAL MEDIA - 18MAR - FLIGHT DATES 02/01/18-10/31/18 - VPD
590120	18-Apr-2018	275.00		ERF COMPANY INC	18JAN - WEATHER FORECASTING SERVICES - OP CENTER - RECEIPT 134272 BY P NEWTON PER E-MAIL
590121	18-Apr-2018	440.00		EUROFINS EATON ANALYTICAL INC	FOLDER 721485 - SAMPLE TESTING SERVICES - 03/01/18 - OP CENTER - RECEIPT 133853 BY M CORRELL PER E-MAIL
590122	18-Apr-2018	100.43		EVERGREEN SCHOOL DISTRICT	03/20/18 - FIELD TRIP CHARGES - TRIP ID 10748 - MVHS TO MAXON RD/FORESTRY CENTER - WREC
590123	18-Apr-2018	3,796.50		FERGUSON ENTERPRISES INC	CUST 51216 - OPERATING SUPPLIES - WAREHOUSE
590124	18-Apr-2018	184.28		FIRE SYSTEMS WEST	WO 322622 - CUST VANC - 2018 ANNUAL CERTIFICATION OF BACKFLOW ASSEMBLY - 03/07/18 - FIRE STN 4 - 6701 NE 147TH AVE - OP CENTER - RECEIPT 133895 BY P NEWTON PER E-MAIL
590124	18-Apr-2018	373.98		FIRE SYSTEMS WEST	WO 322840 - CUST VANC - REPAIR/TEST NEW BACKFLOW INSTALLED BY PORTLAND MECHANICAL - 03/16/18 - ENGLISH PIT - 912 NE 192ND AVE - OP CENTER - RECEIPT 133894 BY P NEWTON PER E-MAIL
590125	18-Apr-2018	25.00		FIRST INC	REF OVERPMT PKG CIT 7201001566
590126	18-Apr-2018	120.00		FIRST PLACE NEIGHBORHOOD ASSN	2018 PARTICIPATION IN RECYCLING 101 - SOLID WASTE
590127	18-Apr-2018	40.69		FRONTIER COMMUNICATIONS	ACCT 253-007-9377-072604-5 - 04/10/18-05/09/18 - FISHERS GROVE LIFT STATION
590128	18-Apr-2018	407.97		GALLS LLC	ACCR17 - ACCT 1001096190 - FIRE UNIFORM - FIRE
590128	18-Apr-2018	743.48		GALLS LLC	ACCT 1001096190 - FIRE UNIFORM - FIRE
590129	18-Apr-2018	1,477.55		GENUINE PARTS COMPANY	CUST 7970 - 18MAR - PARTS FOR VEHICLE AND EQUIPMENT REPAIRS - EQUIP SERVICES

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INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount		Vendor Name	Description
590130	18-Apr-2018	38,913.75		GEOTECHNICAL RESOURCES INC DBA GRI	PROJ W1226 - PAVEMENT EVALUATION - STREET REHABILITATION PROGRAM - THRU 02/28/18 - OP CENTER
590131	18-Apr-2018	58.84		GERALD SHIELDS	REF PKG PERMIT COV07219
590132	18-Apr-2018	29.00		GOLDEN TENT MONGOLIAN GRILL	REF CIVICGOV
590133	18-Apr-2018	457.58		GORDON TRUCK CENTERS	CUST 96056 - 18MAR - PARTS FOR VEHICLE AND EQUIPMENT REPAIR - EQUIP SERVICES
590134	18-Apr-2018	1,348.98		HALBERT CONSTRUCTION LLC	INV 577-87501-2 - LUEPKE GREASE HOOD - EST 2 - THRU 10/24/17
590134	18-Apr-2018	2,214.38		HALBERT CONSTRUCTION LLC	INV 620-88786-1 - PEARSON FIELD ROOF REPAIR - EST 1 - THRU 02/05/18
590135	18-Apr-2018	223.24		Hale, Sheryl Lynn	NASTT 2018 NO DIG CONFERENCE - POST TRAVEL
590136	18-Apr-2018	116,474.05		HALME EXCAVATING INC	ALPINE VIEW SANITARY SEWER IMPROVEMENTS - EST 1 - THRU 03/20/18
590137	18-Apr-2018	27.64		Hankins, Matthew James Philip	TRAVEL BETWEEN STATIONS FOR EARLY MOVES
590138	18-Apr-2018	3,265.00		HARPER HOUF PETERSON RIGHELLIS INC	PROJ VAN-67 - NORTH IMAGE PARK - THRU 02/16/18 - PARKS
590139	18-Apr-2018	1,336.18		HDJ DESIGN GROUP	PROJ HDJ3755-000 - NE 137TH AVE CORRIDOR - 18FEB - CONSTRUCTION - RECEIPT 134301 BY L PETERSEN PER E-MAIL
590139	18-Apr-2018	225.75		HDJ DESIGN GROUP	PROJ HDJ4025.003 - 2018 PRESERVATION STRIPING PLAN - 18FEB - OP CENTER - RECEIPT 134103 BY P NEWTON PER E-MAIL
590139	18-Apr-2018	1,200.75		HDJ DESIGN GROUP	PROJ HDJ4025.004 - 2018 SPEED TABLE DESIGN PROJECT - 18FEB - OP CENTER - RECEIPT 134163 BY P NEWTON PER E-MAIL
590140	18-Apr-2018	90.13		HERITAGE HIGH SCHOOL	03/08/18 - TRAVEL REIMBURSEMENT - HAAGEN PARK STREET TREE PLANTING EVENT - WREC
590141	18-Apr-2018	3,904.11		HERRERA ENVIRONMENTAL CONSULTANTS	PROJ 17-06550-000 - VANCOUVER WATERSHED HEALTH ASSESSMENT - THRU 02/23/18 - MP ENG - RECEIPT 133839 BY L JONES
590142	18-Apr-2018	180.00		HOLLY WEYHRAUCH	18MAR - OFFICIATING SERVICES - GIRLS LEVEL 4 TOURNAMENT - TENNIS CTR
590143	18-Apr-2018	577.61		INDUSTRIAL SCIENTIFIC CORP	CUST 106747 - ORDER US000111666 - INET GAS MONITORING SUBSCRIPTION - 02/23/18-03/22/18 - OP CENTER - RECEIPT 134127 BY P NEWTON PER E-MAIL
590144	18-Apr-2018	250.19		J2 BLUEPRINT SUPPLY CO	ACCT CO19 - CONTRACT CN10213-02 - OCE COLORWAVE 300 - SER 330400748 - 03/01/18-03/31/18 - MP ENG - RECEIPT 133993 BY N KERFOOT PER E-MAIL
590145	18-Apr-2018	3,408.17		JANUS YOUTH PROGRAMS	PROJ 2017-CDBG-414741 - OAK CASE MANAGEMENT - 18MAR - CDBG FUNDING
590146	18-Apr-2018	365.00		JD FULWILER & CO INSURANCE	POL SRPG-101-0716 - 2018 USS348287 POLICY CHANGE - SPECIAL EVENT - EFF 12/15/17 - RISK
590147	18-Apr-2018	25.00		JENNIFER KEMP	REF OVERPMT PKG CITATION 7200503402
590148	18-Apr-2018	126.99		Jordan, Jilayne A.	2018 NOUN PROJECT & SHUTTERSTOCK REIMBURSEMENT
590148	18-Apr-2018	126.99		Jordan, Jilayne A.	ACCR17 2017 NOUN PROJECT & SHUTTERSTOCK REIMBURSEMENT
590149	18-Apr-2018	25.00		JOSEFINA CRUZ RANGEL	REF OVER PMT PKG CIT 7200900331
590150	18-Apr-2018	20.00		JOSEPH AND CHRISTIANE MARTIN	REF ALARM
590151	18-Apr-2018	1,101.68		KELLY SERVICES INC	SCHMID, L - ORDER A2342 - W/E 04/08/18 - IT
590152	18-Apr-2018	1,929.07		KITTELSON & ASSOC INC	PROJ 198930 - VANCOUVER ON CALL STREET LIGHTING REVIEW - THRU 02/28/18 - FACILITIES - RECEIPT 133820 BY N KERFOOT PER E-MAIL
590152	18-Apr-2018	5,517.47		KITTELSON & ASSOC INC	PROJ 198940 - VANCOUVER TRAFFIC ON CALL - THRU 02/28/18 - FACILITIES - RECEIPT 133875 BY N KERFOOT
590152	18-Apr-2018	8,981.67		KITTELSON & ASSOC INC	PROJ 198940 - VANCOUVER TRAFFIC ON CALL - THRU 03/20/18 - FACILITIES - RECEIPT 133876 BY N KERFOOT
590153	18-Apr-2018	336.27		Koellermeier, Douglas K	LOCAL MILEAGE
590154	18-Apr-2018	20.00		KRISTIAN/NATASHIA IVERSON	REF ALARM
590155	18-Apr-2018	144.29		Lackey, Michael Alan	MEETING REFRESHMENT REIMBURSEMENT FOR FMO

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INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount		Vendor Name	Description
590156	18-Apr-2018	4,086.58		LAKESIDE INDUSTRIES	JOB 1 - ASPHALT - ORCHARDS ASPHALT SALES - 73.92 TON - THRU 03/24/18 - OPS CENTER
590157	18-Apr-2018	4,113.29		LAKEYLAND DBA NORTHWEST SAFETYCLEAN	NFPA ADVANCED CLEANING/REPAIRS/GENERAL REPAIRS - FIRE
590158	18-Apr-2018	188.48		LANGLEYS TOWING	TOWING - '06 VW PASSAT - LIC 539DAQ WA - FROM 28TH ST @ NE 129TH AVE TO EAST PRECINCT - VPD
590159	18-Apr-2018	200.00		LEE NICHOLAS	03/25/18 - SUNDAY DANCE - MUSICAL ENTERTAINMENT - PARKS - RECEIPT 133892 BY A THOMPSON PER E-MAIL
590160	18-Apr-2018	18.16		LEXIS NEXIS RISK DATA MANAGEMENT INC	ACCT 1130110 - REPORTS/SEARCHES - 18MAR - CODE ENFORCEMENT - RECEIPT 134055 BY B THOMAS PER E-MAIL
590161	18-Apr-2018	764.94		LN CURTIS & SONS	CUST C32902 - ORDER 388756 - FIRE
590161	18-Apr-2018	456.22		LN CURTIS & SONS	CUST C32902 - ORDER 390791 - FIRE
590162	18-Apr-2018	1,347.58		Lynch, Jeff S	LSAW ANNUAL CONFERENCE
590163	18-Apr-2018	1,408.92		MALLORY SAFETY & SUPPLY LLC	CUST 16345 - ORDER 2244009 - OPERATING SUPPLIES - OPS CENTER
590164	18-Apr-2018	35.00		MARCIA MAYNARD	REF OVERPMT PKG CIT 7200503397
590165	18-Apr-2018	621.00		MARQUAM GROUP LTD	VPD SHAREPOINT SUPPORT - THRU 03/23/18 - INFO TECH - RECEIPT 133968 BY J SCHOESSLER PER E-MAIL
590166	18-Apr-2018	13,411.25		MATHER & SONS PUMP SERVICE INC	ELLSWORTH WELL PUMP REPAIR/REPLACEMENT - RETAINAGE RELEASE
590166	18-Apr-2018	2,065.60		MATHER & SONS PUMP SERVICE INC	RETAINAGE - WATER STATION 7 - RETAINAGE RELEASE
590167	18-Apr-2018	20.00		MICHAEL AND LAURIE DIMENT	REF ALARM
590168	18-Apr-2018	25.00		MICHELLE SHOBERT	REF OVERPMT PKG CIT 7200802939
590169	18-Apr-2018	24,683.00		MILL PLAIN ELECTRIC INC	JOB 710211 - COV LIGHTING REPAIRS - THRU 03/23/18 - OP CENTER - RECEIPT 134105 BY P NEWTON PER E-MAIL
590170	18-Apr-2018	20.00		MILWAUKIE LUMBER CO	REF ALARM
590171	18-Apr-2018	9,095.78		MISCELLANEOUS	SUMMARY: CITY UTILITIES REFUNDS, PARKS REFUNDS & OTHER MISC REFUNDS
I					
590186					
590187	18-Apr-2018	689.21		MOBES BUSINESS FORMS INC	3 PART RECEIPT FORMS - UTILITIES
590188	18-Apr-2018	25.00		MOLLY MCGARRY	REF OVERPMT PKG CIT 7200405892
590189	18-Apr-2018	2,307.90		MOTUS RECRUITING & STAFFING INTL	TEMPORARY EMPLOYEES - W/E 04/15/18 - PAYROLL WORK DAY PROJ
590190	18-Apr-2018	52.86		MR ELECTRIC OF CLARK COUNTY	PERMIT WITHDRAWN
590191	18-Apr-2018	711.36		NEOPOST USA INC	ACCT 400139-602 - EQUIPMENT RENTAL - SER 12602274 - 01/01/18-03/31/18 - MAILROOM/FMS - PO 89857/ RECEIPT 134253 BY C ALLEMANG PER E-MAIL
590192	18-Apr-2018	1,466.85		NET TRANSCRIPTS	CUST 20-VANCOUVERPD - TRANSCRIPTION SERVICES - 03/01/18-03/19/18 - VPD - RECEIPT 134139 BY A CARMAN PER E-MAIL
590193	18-Apr-2018	19,574.33		NETWORK CONSULTING SERVICES INC	2018 FORCEPOINT WEB FILTER/SECURITY RENEWAL - 1,550 EA - THRU 04/28/19 - INFO TECH - RECEIPT 133896 BY J SCHOESSLER PER E-MAIL
590194	18-Apr-2018	855.00		NORTHWEST CASCADE INC DBA HONEY BUCKET	ACCT 015153 - ORDER 015153-0017 - PORTA POTTY RENTALS - 02/24/18 - FACILITIES
590194	18-Apr-2018	30.00		NORTHWEST CASCADE INC DBA HONEY BUCKET	ACCT 015153 - ORDER 0151530063 - PORTA POTTY RENTALS - 03/20/18 - URBAN FORESTRY
590195	18-Apr-2018	9,142.72		NUTTER CORP	NE CHERRY ROAD SANITARY SEWER IMPROVEMENTS - RETAINAGE RELEASE
590195	18-Apr-2018	33,175.89		NUTTER CORP	PREMIER ACRES SANITARY SEWER IMPROVEMENTS - EST 1 - THRU 03/25/18
590196	18-Apr-2018	3,191.14		NW NATURAL	SUMMARY: NATURAL GAS
590197	18-Apr-2018	1,063.20		PACIFIC FURNISHINGS	ORDER 13041 - RECEIVE/DELIVERY/PLACEMENT/INSTALLATION/DESIGN SERVICES - VARIOUS HERMAN MILLER OFFICE FURNISHINGS - THRU 03/22/18 - VPD-RECORDS/2800 NE STAPLETON RD - PROPERTY SERVICES

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Check Number	Check Date	Amount		Vendor Name	Description
590198	18-Apr-2018	1,800.00		PACIFIC OUTDOOR ADVERTISING LLC	ACCT 2810 - CONTR 2692 - ADVERTISING SERVICES - BILLBOARD DUI CAMPAIGN ADS - 18TH ST .19 MI WEST OF ANDRESEN/FOURTH PLAIN BLVD 125 FT WEST OF "T" ST - 03/19/18-04/18/18 - VPD
590199	18-Apr-2018	4,005.00		PARKEON	CUST 0030328P - SO P71877 - PARKFOLIO LEVEL 3 FEES - 89 EA - 18MAR - PARKING
590200	18-Apr-2018	1,350.00		PBS ENGINEERING & ENVIRONMENTAL INC	PROJ 0025203.000 - EH&S CONSULTING SERVICES - THRU 02/23/18 - OP CENTER - RECEIPT 133898 BY M CORRELL PER E-MAIL
590200	18-Apr-2018	658.75		PBS ENGINEERING & ENVIRONMENTAL INC	PROJ 0075220.002 - 127TH AVE BUSINESS PARK ENV SERVICES - THRU 02/23/18 - OP CENTER - RECEIPT 134101 BY P NEWTON PER E-MAIL
590201	18-Apr-2018	86,612.49		PC SPECIALISTS INC	SUMMARY: CISCO EQUIPMENT/SUPPLIES/LICENSES/UPGRADES - IT
590202	18-Apr-2018	2,228.38		PETTY CASH CUSTODIAN	SUMMARY: PETTY CASH REPLENISHMENTS
I					
590208					
590209	18-Apr-2018	2,504.36		PHYSIO CONTROL INC	SUMMARY: OPERATING SUPPLIES - FIRE
590210	18-Apr-2018	916.00		PORTLAND ADVENTIST MEDICAL CENTER	18MAR - MEDICAL TESTING SERVICES - HR
590210	18-Apr-2018	150.00		PORTLAND ADVENTIST MEDICAL CENTER	18MAR - WORKFORCE - POST JOB OFFER SCREENING - 1 EA - HR
590211	18-Apr-2018	665.58		PROFESSIONAL CREDIT SERVICE	SUMMARY: MULTIPLE REFUNDS
590212	18-Apr-2018	10,674.30		QWEST CORP DBA CENTURY LINK	CITYWIDE PHONE LINES
590213	18-Apr-2018	20.00		REG AND EMA LAYZELL	REF ALARM
590214	18-Apr-2018	102.98		RENTOKIL NORTH AMERICA INC	CUST 21132 - MONTHLY PEST CONTROL MAINTENANCE - 03/20/18 - LEUPKE CTR - RECEIPT 133802 BY P NEWTON PER E-MAIL
590214	18-Apr-2018	189.70		RENTOKIL NORTH AMERICA INC	CUST 30279 - MONTHLY PEST CONTROL MAINTENANCE - 03/20/18 - FIRSTENBURG COMM CTR - RECEIPT 133802 BY P NEWTON PER E-MAIL
590215	18-Apr-2018	25.32		RICHARD T WOHLER	REF 600 SCIP LOAN
590216	18-Apr-2018	2,301.75		ROBERT HALF INTERNATIONAL	CUST 03660-000152000 - SHICK DAVID - W/E 03/16/18 - FINANCE
590217	18-Apr-2018	92.61		ROBERT RICHER	REF PKG PERMIT COV06954
590218	18-Apr-2018	378.00		ROTSCHY INC	CLIENT 59 - VAC TRUCK DUMP, FILL CLASS S - OP CENTER
590220	18-Apr-2018	30.00		SHARON MILAN	REF OVERPMT PKG CIT 7200503411
590221	18-Apr-2018	103.50		SHEILA BUNNELL	18MAR - OFFICIATING SERVICES - GIRLS LEVEL 4 TOURNAMENT - TENNIS CTR
590222	18-Apr-2018	40.00		SHINE IN NO TIME CARWASH	REF ALARM
590223	18-Apr-2018	4,565.81		SHRUMS PEST CONTROL	18MAR - MONTHLY PEST CONTROL SERVICES - MULTIPLE CITY LOCATIONS - OP CENTER
590224	18-Apr-2018	4,890.24		SME SOLUTIONS LLC	REF 254599 - TANK REPAIRS- 02/28/18-03/01/18 - VPD - 605 E EVERGREEN BLVD - EQUIP SERVICES - PO 89086/ RECEIPT 134073 BY J MAHAN PER E-MAIL
590225	18-Apr-2018	54,885.04		SOFTWARE HOUSE INTERNATIONAL SHI	CUST 1072078 - SO S47036060 - SMARSH MESSAGING CAPTURE AND RETRIEVAL SYSTEM - 2/1/18 - 1/31/19 - AGREEMENT ADSPO16-130651 - IT
590225	18-Apr-2018	340.69		SOFTWARE HOUSE INTERNATIONAL SHI	CUST 1072078 - SO S47292594 - ACROBAT PROFESSIONAL V2017 NEW LICENSE - 1 EA - AGREEMENT 4600014240 - INFO TECH - RECEIPT 133803 BY J SCHOESSLER PER E-MAIL
590225	18-Apr-2018	340.69		SOFTWARE HOUSE INTERNATIONAL SHI	CUST 1072078 - SO S47303369 - ACROBAT PROFESSIONAL V2017 NEW LICENSE - 1 EA - AGREEMENT 4600014240 - INFO TECH - RECEIPT 133909 BY J SCHOESSLER PER E-MAIL
590226	18-Apr-2018	20,685.00		SOUTHWEST WA HUMANE SOCIETY	CUST COV001 - MONTHLY ANIMAL CONTROL SERVICES - 18MAR - BUDGET - RECEIPT 134327 BY C ALLEMANG PER E-MAIL
590227	18-Apr-2018	600.00		SPRINT CORPORATE SECURITY	CASE 2018-045795 - TOWER SEARCHES - VPD
590228	18-Apr-2018	14.48		STATE OF OREGON	ACCT 83038 - AUTOMATED METER SKIPS-CARD/TAPE ENTRY RECORDS - THRU 03/30/18 - PARKING

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590229	18-Apr-2018	127.15		STATE OF WASHINGTON	ACCT DOL K5418 - 2018 MAINTENANCE/INFORMATION SYSTEMS SUPPORT - 18APR - PARKING
590230	18-Apr-2018	292.77		STATE OF WASHINGTON	2017 TAXES FOR OASI - PAYROLL
590231	18-Apr-2018	2,538.00		STATE OF WASHINGTON	CITY OF VANCOUVER FORM A8-2 PAYMENT
590232	18-Apr-2018	4,894.00		STATE OF WASHINGTON	DYED DIESEL FUEL USER TAX RETURN ~ Q1-18
590233	18-Apr-2018	253.41		STERICYCLE INC	SUMMARY: MEDICAL WASTE REMOVAL - FIRE
590234	18-Apr-2018	450.00		STEVE LATTANZI DBA CREATURE FEATURE	04/14/18 - REPTILE SHOW - 2 EA - CRITTER COUNT - WREC
590235	18-Apr-2018	95.00		Stewart, Joseph M	ICC CERTIFICATE RENEWAL REIMBURSEMENT
590236	18-Apr-2018	2,341.44		SUPERTREES INCORPORATED	VARIOUS PLANTS - 18MAR - WREC
590237	18-Apr-2018	5,936.75		SW WASHINGTON MEDICAL CTR DBA PEACEHEALTH	SUMMARY: MEDICAL SERVICES - RISK
590238	18-Apr-2018	512.00		TAPANI INC	MULTIPLE CHARGES ON CREDIT CARD
590239	18-Apr-2018	12,125.00		TEKSYSTEMS	SUMMARY: TEMPORARY STAFFING SERVICES - INFO TECH
590240	18-Apr-2018	20.00		THE ACCOUNTING DEPARTMENT	REF ALARM
590241	18-Apr-2018	271.00		TLC TOWING	TOWING - '91 FLEETWOOD FLAIR - LIC NO PLATE - FROM NE 82ND AVE & 58TH ST TO TLC TOWING YARD
590242	18-Apr-2018	688.00		TOWER ROCK PRODUCTS INC	CUST 10070 - BRUSH RECYCLING - 03/12/18-03/13/18 - WAREHOUSE
590243	18-Apr-2018	189.70		TRIPLE J ENTERPRISES	TOWING - '03 MERCURY SABLE - LIC AYW4782 WA - FROM 305 SE CHKALOV TO VPD EVIDENCE - VPD
590243	18-Apr-2018	189.70		TRIPLE J ENTERPRISES	TOWING - '04 JEEP LIBERTY - LIC 991BLK OR - FROM WEST PRECINCT TO VPD EVIDENCE - VPD
590244	18-Apr-2018	1,431.82		TYREE OIL, INC	ACCT 0048324 - ORDER 0650163 - OPERATING SUPPLIES - EQUIP SERVICES
590244	18-Apr-2018	466.82		TYREE OIL, INC	ACCT 0048324 - ORDER 648072B - OPERATING SUPPLIES - EQUIP SERVICES
590245	18-Apr-2018	3,766.81		UNITED ELECTRIC LLC	INSTALL 40AMP 240V FEED AND DISCONNECT FOR SCBA COMPRESSOR - THRU 03/14/18 - FIRE STN 10 - OP CENTER
590246	18-Apr-2018	35.64		UNITED PARCEL SERVICE	18APR - SHIPPER #856018 - SERVICE CHARGE - OPS CENTER
590247	18-Apr-2018	68.78		UNITED PARCEL SERVICE	18APR - SHIPPER #8E9480 - SHIPPING CHARGES - MAIL ROOM
590248	18-Apr-2018	1,862.24		UNITED STATES	CUST 6003945 - SO 6100018127 - WILDLIFE CONTROL PROGRAM - THRU 18MAR - OP CENTER
590249	18-Apr-2018	2,238.47		US BANK	ACCT 869366948 - 18MAR UNLEADED FUEL CARD PURCHASES FOR MISC CITY VEHICLES - EQUIP SERVICES
590250	18-Apr-2018	471.38		US DOSIMETRY TECHNOLOGY INC	CUST Z93 - TLD 5 CHIP (F)/NUCLEAR BADGES AND RADIATION TESTING - CONSTRUCTION
590251	18-Apr-2018	400.00		VANCOUVER BUSINESS JOURNAL INC	01/12/18 - DISPLAY ADVERTISEMENT - MEDIA SERVICES
590252	18-Apr-2018	120.00		VANCOUVER HEIGHTS NEIGHBORDOOD ASSN	2018 PARTICIPATION IN RECYCLING 101 - SOLID WASTE
590253	18-Apr-2018	4,326.10		VENTURE PRODUCTS	VENTRAC TRACTOR TO REPLACE MOWER #4042 - EQUIP SERVICES
590254	18-Apr-2018	418.82		VERIZON WIRELESS	ACCT 670557900-00018 - CURRENT CHARGES - 02/24/18-03/23/18 - VPD
590255	18-Apr-2018	40.01		VERIZON WIRELESS SERVICES LLC	ACCT 972233911-00002 - MOBILE BROADBAND MONTHLY CHARGES 02/24/18-03/23/18 - J SEARS - FACILITIES
590256	18-Apr-2018	428.81		WALTER E NELSON CO	SUMMARY: JANITORIAL SUPPLIES - FIRE
590257	18-Apr-2018	889.03		WAPITI NW LLC	2018 ANNUAL SERVICE AND INSPECTION - 1995 NW CUSTOM TRAILER UTILITY WHITE - LIC 13797D - UNIT 532 - EQUIP SERVICES
590258	18-Apr-2018	48,814.95		WASTE CONNECTIONS INC	SUMMARY: GARBAGE AND RECYCLING SERVICES
590260	18-Apr-2018	2,748.78		WILCOX & FLEGEL	FUEL FOR OPS - CONTRACT PO 78486 - EQUIP SERVICES
590260	18-Apr-2018	2,518.48		WILCOX & FLEGEL	FUEL FOR OPS - - CONTRACT PO 78486 - EQUIP SERVICES
590261	18-Apr-2018	89.27		XPO ENTERPRISE SERVICES INC	WEEKLY POSTAGE SERVICES - THRU 03/17/18 - FINANCE/MAILROOM
590262	19-Apr-2018	1,656.84		CLARK COUNTY	PROPERTY TAXES - PARCEL #29763000
590263	24-Apr-2018	850.12		WESTERN METAL IND PENSION FUND	PAYROLL
590264	24-Apr-2018	1,122.01		UNITED WAY OF THE COLUMBIA WILLAMETTE	PAYROLL

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590265	24-Apr-2018	2,762.00		CHAPTER 13 - TRUSTEE	PAYROLL
590266	24-Apr-2018	7,541.32		LIFE INSURANCE CO OF NORTH AMERICA	PAYROLL
590267	24-Apr-2018	9,550.71		AMERICAN FAMILY LIFE ASSURANCE	PAYROLL
590268	24-Apr-2018	722.50		IAM LOCAL #1374	PAYROLL
590269	24-Apr-2018	18,860.70		IAFF LOCAL #452	PAYROLL
590270	24-Apr-2018	14,703.24		VANCOUVER POLICE OFFICER GUILD	PAYROLL
590271	24-Apr-2018	5,318.10		AFSCME LOCAL #307	PAYROLL
590272	24-Apr-2018	5,151.48		OPEIU LOCAL #11	PAYROLL
590273	24-Apr-2018	2,532.86		WESTERN CONFERENCE OF TEAMSTERS	PAYROLL
590274	24-Apr-2018	600.00		MFS SERVICE CENTER INC	PAYROLL
590275	24-Apr-2018	640.00		TEAMSTERS LOCAL #58	PAYROLL
590276	24-Apr-2018	297.50		UA LOCAL #290	PAYROLL
590277	24-Apr-2018	81.84		LEGAL SHIELD	PAYROLL
590278	25-Apr-2018	900.78		A LINE ASPHALT MAINTENANCE INC	SUMMARY: MAINTENANCE RATED SWEEPS
590279	25-Apr-2018	62,817.79		ABM ON-SITE SERVICES WEST INC	JOB 31062242 - CUST 6631793 - MONTHLY JANITORIAL SERVICES - MULTIPLE CITY LOCATIONS - 18APR - OP CENTER - RECEIPT 134104 BY P NEWTON PER E-MAIL
590280	25-Apr-2018	4,235.00		ACCENT BUSINESS SERVICES INC	ALI ZULFI - W/E 03/24/18 - INFO TECH - RECEIPT 133883 BY J SCHOESSLER PER E-MAIL
590281	25-Apr-2018	271.00		ACTION TECHNOLOGY SYSTEMS	ACCT 1112 - TICKET 42353 - REMOVE SECURITY PANEL/DEVICES FOR DEMO - 02/09/18 - PETLOCK BLDG - 615 W 6TH ST - OP CENTER - RECEIPT 133890 BY P NEWTON PER E-MAIL
590281	25-Apr-2018	216.80		ACTION TECHNOLOGY SYSTEMS	ACCT 810068 - TICKET 42523 - REMOVE FIRE PANEL/DEVICES FOR DEMO - 03/05/18 - PETLOCK BLDG - 615 W 6TH ST - OP CENTER - RECEIPT 133890 BY P NEWTON PER E-MAIL
590282	25-Apr-2018	414.38		ADVANCE STORES CO INC	SUMMARY: PARTS FOR REPAIR AND MAINTENANCE - EQUIP SERVICES
590283	25-Apr-2018	26.72		AIRGAS NOR PAC INC	SUMMARY: COMPRESSED GAS - FIRE STATION 5
590284	25-Apr-2018	840.00		ALL TRAFFIC DATA SERVICES INC	DATA COLLECTION SERVICES - THRU 03/01/18 - OP CENTER
590285	25-Apr-2018	386.96		Aragon, Richard P	ELECTRICIAN COURSE EXPENSES & LICENSE RENEWAL REIMBURSEMENT
590286	25-Apr-2018	223.02		ARAMARK UNIFORM SERVICES INC	SUMMARY: MAT/TOWEL/COVERALL/UNIFORM CLEANING SERVICES
590287	25-Apr-2018	2,948.48		ARBORSCAPE LTD INC	03/29/18 - REMOVE FIR AND MAPLE TREES - WATER STN 7 - 18TH ST & 112TH AVE - OP CENTER
590288	25-Apr-2018	162.60		ARONSON SECURITY GROUP	ASG AE HELP DESK LABOR - CHANGE IP ADDRESS - VPD/WEST PRECINCT - 03/09/18 & 03/16/18 - FACILITIES - RECEIPT 134125 BY P NEWTON PER E-MAIL
590289	25-Apr-2018	1,361.56		AT&T MOBILITY II LLC	ACCT 287253610004 - CELL PHONE CHARGES - 03/05/18-04/04/18 - CONSTRUCTION
590290	25-Apr-2018	2,541.64		AVOLVE SOFTWARE CORP	CUST VW002 - TRAVEL EXPENSE REIMBURSEMENT - TYSON FLORENCE - PROJECT FLOW BLD/ENG CONFIG SESSIONS - 02/27/18-03/02/18 & 03/12/18-03/15/18 - CDD
590291	25-Apr-2018	251.40		BERGER ABAM INC	PROJ A18.0032.00 - FIRE FACILITATION - THRU 03/23/18 - CMO
590292	25-Apr-2018	5,619.68		BOUND TREE MEDICAL LLC	SUMMARY: MEDICAL SUPPLIES - FIRE
590293	25-Apr-2018	2,363.01		BROADWAY INVESTORS LLC	MAY 18 COLUMBIA BANK PARKING
590294	25-Apr-2018	8,955.39		BROWN & WILSON PARTNERSHIP LLC	MAY 18 DOMESTIC VIOLENCE LEASE
590295	25-Apr-2018	3,632.00		BSK ASSOCIATES	SUMMARY: SAMPLE TESTING SERVICES - OP CENTER
590296	25-Apr-2018	55.10		BULLSEYE ELECTRIC	DUPLICATE PERMIT
590297	25-Apr-2018	9,029.17		CADMAN MATERIALS INC	CUST 9408272 - S/O 10066746 - PROD 92253 CSTC - 484.0 TON - OPS CENTER
590298	25-Apr-2018	191,080.56		CENTENNIAL CONTRACTORS ENTERPRISES, INC.	PETLOCK BUILDING DEMO - EST 2 - THRU 03/28/18

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590299	25-Apr-2018	7,109.00		CFM STRATEGIC COMMUNICATIONS INC	PROFESSIONAL SERVICES/EXPENSE REIMBURSEMENT - THRU 03/31/18 - CMO - RECEIPT 134166 BY K PECK PER E-MAIL
590300	25-Apr-2018	234,223.01		CH2M HILL INC	CLIENT 003143 - PROJ 656857 - WATER STATION 1 PHASE 1B BOOSTER STATION - THRU 02/23/18 - MP ENG - RECEIPT 134405 BY L JONES PER E-MAIL
590300	25-Apr-2018	28,143.36		CH2M HILL INC	CUST 003143 - PROJ 694155 - DESIGN SCADA IMPROVEMENTS/DOH REPORTING - WATER STN 1 PH 2 - THRU 02/23/18 - MP ENG - RECEIPT 133962 BY MP ENG
590301	25-Apr-2018	135.50		CHAPPELLES TOWING INC	TOWING - KAWASAKI 800 - LIC 9F76V WA - FROM 5900 NE ST JOHNS RD TO VPD/WEST - CASE 4843 - VPD
590302	25-Apr-2018	11.63		CITY OF PORTLAND	ACCT 504443 - TELECOMM SERVICES - 18MAR - VPD
590303	25-Apr-2018	7,907.66		CITY OF VANCOUVER ADVANCE TRAVEL	REIMBURSE ADVANCE TRAVEL FUND
590304	25-Apr-2018	693.00		CITY OF VANCOUVER POLICE TRAVEL FUND	TO REIMB. CHECKS WRITTEN AGAINST POLICE TRAVEL ADVANCE FUNDS.
590305	25-Apr-2018	64,143.42		CLARK COUNTY	ACCT 1814 - CITY PORTION OF PUBLIC WORKS TRUST FUND LOAN FOR PADDEN PARKWAY IMPROVEMENTS - TREASURY
590305	25-Apr-2018	5,387.90		CLARK COUNTY	CUST 1808 - CRTC FACILITIES/SYSTEM/NETWORK - 18JAN - INFO TECH
590305	25-Apr-2018	35,030.00		CLARK COUNTY	CUST 1811 - CJC CONTRIBUTION - 18APR - BUDGET
590305	25-Apr-2018	2,487.76		CLARK COUNTY	CUST 1811 - MONTHLY ANIMAL CONTROL SERVICES - 18MAR&APR - BUDGET
590305	25-Apr-2018	109,927.20		CLARK COUNTY	CUST 1811 - SUPERVISION/WORK PROGRAMS UNITS - 18JAN - BUDGET
590305	25-Apr-2018	6,275.75		CLARK COUNTY	CUST 1822 - 2018 2ND QTR CRESA USER FEES - CODE ENFORCEMENT
590305	25-Apr-2018	56,500.50		CLARK COUNTY	CUST 1827 - 2018 2ND QTR CRESA USER FEES - FINANCE
590305	25-Apr-2018	154,826.00		CLARK COUNTY	CUST 1827 - 2018 2ND QTR CRESA USER FEES - FIRE
590306	25-Apr-2018	601,487.75		CLARK COUNTY	CUST 1813 - 2018 2ND QTR CRESA USER FEES - VPD
590307	25-Apr-2018	216.80		CLARK COUNTY TITLE CO	ORDER CL10111 - LIMITED LIABILITY CERTIFICATE - J FRANKOVIC - 2910 NE CHERRY RD - 03/30/18 - CDD
590307	25-Apr-2018	216.80		CLARK COUNTY TITLE CO	ORDER CL10113 - LIMITED LIABILITY CERTIFICATE - E SANCHEZ-MENDEZ & M AYALA - 1013 W 24TH ST - 03/30/18 - CDD
590308	25-Apr-2018	6,324.01		CLARK PUBLIC UTILITIES	SUMMARY: ELECTRICITY
590309	25-Apr-2018	1,733.32		CLEAN HARBORS ENVIRONMENTAL SERVICES INC	SERVICE ACCT CI36500 - NON-HAZARDOUS SOLID DISPOSAL FEE - THRU 03/21/18 - OP CENTER
590309	25-Apr-2018	715.44		CLEAN HARBORS ENVIRONMENTAL SERVICES INC	SERVICE ACCT CI36500 - NON-HAZARDOUS SOLID DISPOSAL FEE - THRU 03/23/18 - OP CENTER
590310	25-Apr-2018	9,117.52		COBBLESTONE HOMES LLC	PROJ 414647 - REHAB LOAN PROGRAM - C PEDERSON - 14316 NE 52ND ST - 18APR - CDBG FUNDING
590311	25-Apr-2018	2,578.30		COLUMBIA CLAIMS SERVICE INC	FILE V118-990 - CLAIMS ADJUSTER SERVICES - THRU 03/29/18 - RISK
590312	25-Apr-2018	22,138.80		COLUMBIA RESOURCE COMPANY	ACCT 990002 - 18MAR - ASH DISPOSAL - MP ENG - RECEIPT 134385 BY L JONES
590313	25-Apr-2018	25,000.00		COLUMBIA RIVER ECONOMIC	2018 QTR 2 QUARTERLY INVESTMENT - CDD
590314	25-Apr-2018	3,991.31		COLUMBIA WEST ENGINEERING INC	WO 17159 - WATER STATION 1 - THRU 03/31/18 - CONSTRUCTION - RECEIPT 134440 BY L PETERSEN PER E-MAIL
590315	25-Apr-2018	154.00		COLUMBIAN PUBLISHING COMPANY	ACCT 263636 - ADVERTISING - 04/13/18-04/19/18 - URBAN FORESTRY
590316	25-Apr-2018	109.95		COMCAST CABLE COMMUNICATIONS INC	8778 10 101 3255970 - 04/24/18-05/23/18 - VPD WEST PRECINCT
590317	25-Apr-2018	136.11		COMCAST CABLE COMMUNICATIONS INC	8778 10 101 4482433 - 04/18/18-05/17/18 - VPD WEST PRECINCT
590318	25-Apr-2018	188.96		Cooley, Scott Edward	WORKDAY MEETING REFRESHMENT REIMBURSEMENT
590319	25-Apr-2018	14,721.71		COPIERS NORTHWEST	ACCT 343897 - COST PER COPY OVERAGES - MULTIPLE CITY LOCATIONS - THRU 03/29/18 - INFO TECH
590320	25-Apr-2018	514.25		CORE & MAIN LP	ACCT 110866 - OPERATING SUPPLIES - OPS CENTER
590321	25-Apr-2018	277.00		CORWIN BEVERAGE CO	ACCT 15624 - SOFT DRINK DELIVERY - THRU 3/22/18 - MARSHALL CTR
590322	25-Apr-2018	8,172.89		COUNCIL FOR THE HOMELESS	PROJ 414732 - HOUSING SOLUTIONS CENTER - 18MAR - CDBG FUNDING

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INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount		Vendor Name	Description
590323	25-Apr-2018	60.00		CRAIG MENDENHALL DBA AMERICAN SANI-CAN	02/26/18-03/25/18 - WEEKLY PUMPING SERVICES - CUSTOMER-OWNED UNIT - GREENWAY - OP CENTER - RECEIPT 133908 BY P NEWTON PER E-MAIL
590323	25-Apr-2018	60.00		CRAIG MENDENHALL DBA AMERICAN SANI-CAN	02/26/18-03/25/18 - WEEKLY PUMPING SERVICES - CUSTOMER-OWNED UNIT - STREETS - OP CENTER - RECEIPT 133908 BY P NEWTON PER E-MAIL
590324	25-Apr-2018	2,759.66		CYBERSOURCE CORPORATION	18MAR - CREDIT CARD SERVICES - TREASURY - RECEIPTS 134325 (PO 76366) AND 134326 (PO 89736) BY C ALLEMANG
590325	25-Apr-2018	65.00		DAVID ICKERT	18APR - PARKING STALL RENTAL - MEDIA SERVICES
590326	25-Apr-2018	4,052.50		DIXON RESOURCES UNLIMITED	18MAR - PARKING PROGRAM PHASE 2 DATA COLLECTION - PARKING - RECEIPT 134357 BY B THOMAS PER E-MAIL
590326	25-Apr-2018	2,075.74		DIXON RESOURCES UNLIMITED	18MAR - PARKING PROGRAM TCO STUDY/FUNDING STRATEGY - DRS - RECEIPT 134339 BY B THOMAS PER E-MAIL
590327	25-Apr-2018	262.92		DKS ASSOCIATES	PROJ 16117-006 - 42ND & ST JAMES SIGNAL DESIGN - THRU 02/02/18 - TRANSPORTATION - RECEIPT 134373 BY N KERFOOT
590328	25-Apr-2018	1,588.50		DOUGLAS KOLBERG	THE BRIDGE SEWER REIMBURSEMENT
590329	25-Apr-2018	7,816.62		DR HORTON	REFUND OVERCHARGE ON CREDIT CARD SEE ATTACHED
590330	25-Apr-2018	3,827.29		EAGLE WEB PRESS	JOB 89998 - MESSENGER INSERTS/MAIL PROCESSING - 18APR - MEDIA SERVICES
590330	25-Apr-2018	2,601.17		EAGLE WEB PRESS	THE MESSENGER POSTAGE - 18APR - MEDIA SERVICES
590330	25-Apr-2018	9,964.92		EAGLE WEB PRESS	VPR 2018 SUMMER CATALOG PRINTING
590331	25-Apr-2018	5,962.00		EARTHWORKS EXCAVATING	SCIP CONTRACTOR PMT - KENT (13508 NE 22ND ST)
590331	25-Apr-2018	3,794.00		EARTHWORKS EXCAVATING	SCIP CONTRACTOR PMT - PATTEN (3016 NE 129TH AVE)
590332	25-Apr-2018	937.66		EMERALD SERVICES INC	ACCT CI36500 - ANTIFREEZE SERVICES AND USED AND WASTE OIL FILTERS - 02/01/18 - EQUIP SERVICES - PO 89185/ RECEIPT 134432 BY J CHICK PER E-MAIL
590332	25-Apr-2018	133.93		EMERALD SERVICES INC	ACCT CI36500 - OIL SERVICES/STOP FEE AND RECYCLING - EQUIP SERVICES
590333	25-Apr-2018	438.00		EPIC LAND SOLUTIONS INC	ON-CALL RIGHT-OF-WAY SERVICES - BRT CORRIDOR FORT VANCOUVER WAY/MCLOUGHLIN SIDEWALK INFILL/PED SIGNAL UPGRADE - THRU 02/25/18 - TRANSPORTATION
590334	25-Apr-2018	105.00		ESIX SPORSTWEAR INC	PORT & COMPANY UNIFORMS/PROTECTIVE CLOTHING - OP CENTER
590335	25-Apr-2018	8,016.42		ESTHER SHORT COMMONS LLP	MAY 18 ESTHER SHORT RETAIL SPACE
590336	25-Apr-2018	200.00		FISH PASSAGE CENTER	RENTAL DEPOSIT RETURN #2888
590337	25-Apr-2018	100.00		FISHERS CREEK NEIGHBORHOOD ASSN	2018 PARTICIPATION IN THE RESOURCE CONSERVATION CHALLENGE - SOLID WASTE
590338	25-Apr-2018	459.48		GALLS LLC	ACCT 1001096190 - FIRE UNIFORM - FIRE
590339	25-Apr-2018	2,487.07		GB MANCHESTER INC	WO 4487 - QUOTE 14 - PROVIDE/INSTALL 2-PORT CAT6 OUTLETS/NEW PATCH PANEL - 4 EA - THRU 02/22/18 - TRAFFIC SIGNAL REPAIR SHOP - 2323 GENERAL ANDERSON - INFO TECH - RECEIPT 134031 BY J SCHOESSLER PER E-MAIL
590339	25-Apr-2018	239.56		GB MANCHESTER INC	WO 4558 - QUOTE 18 - RE-TERMINATE FIBER STRANDS WITH ST CONNECTORS - 2 EA - THRU 02/23/18 - UTILITIES - 2323 GENERAL ANDERSON - INFO TECH - RECEIPT 134032 BY J SCHOESSLER PER E-MAIL
590339	25-Apr-2018	3,117.82		GB MANCHESTER INC	WO 4679 - QUOTE 20 - INSTALL/TEST/TERMINATE 12-STRAND FIBER CABLE - 2 EA - THRU 03/16/18 - CITY HALL - 415 W 6TH ST - INFO TECH - RECEIPT 134033 BY J SCHOESSLER PER E-MAIL
590340	25-Apr-2018	8,179.00		GENERAL NETWORKS CORP DBA 5280 GENERAL NETWORKS	CUST 50028 - GNCO12952 - KOFAX STANDARD SUPPORT RENEWAL - SER QB54878 - 05/01/18-04/30/19 - INFO TECH - RECEIPT 134352 BY J SCHOESSLER PER E-MAIL
590341	25-Apr-2018	1,554.83		GENUINE PARTS COMPANY	CUST 7970 - 18MAR - PARTS FOR VEHICLE AND EQUIPMENT REPAIRS - EQUIP SERVICES

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INVOICE PAYMENTS REPORT

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590341	25-Apr-2018	12.33		GENUINE PARTS COMPANY	CUST 7970 - 18MAR - SHOP SUPPLIES - EQUIP SERVICES
590342	25-Apr-2018	4,583.33		GREATER VANCOUVER CHAMBER OF	PROJ 2017 CDBG 414743 - SMALL BUSINESS ASSISTANCE PROGRAM - 18MAR - CDBG FUNDING
590343	25-Apr-2018	180.00		H&H WOOD RECYCLERS INC	ACCT 10-000006C - 03/31/18 - YARD DEBRIS DISPOSAL - MP ENG - RECEIPT 134265 BY L JONES PER E-MAIL
590344	25-Apr-2018	11,222.14		HALBERT CONSTRUCTION LLC	TOWN PLAZA HANDYMAN & ABATEMENT - EST 2 - THRU 03/26/18
590345	25-Apr-2018	5,303.33		HDR ENGINEERING INC	TRANSPORTATION SYSTEM SAFETY ANALYSIS - THRU 03/03/18 - CDD - RECEIPT 134027 BY B THOMAS PER E-MAIL
590346	25-Apr-2018	100.00		IMAGE NEIGHBORHOOD ASSN	2018 PARTICIPATION IN THE RESOURCE CONSERVATION CHALLENGE - SOLID WASTE
590347	25-Apr-2018	780.24		IRON MOUNTAIN SECURE SHREDDING	CUST 7121Y - ON-SITE DOCUMENT DESTRUCTION - 18MAR - VPD
590348	25-Apr-2018	1,626.00		JAMESTOWN NETWORKS	1GB LGN ACCESS - 18APR - INFO TECH - RECEIPT 134164 BY J SCHOESSLER PER E-MAIL
590349	25-Apr-2018	2,500.00		JANE JACOBSEN	FUNDRAISING CONSULTANT - VANCOUVER WATERFRONT PROJECT - THRU 03/31/18 - PARKS
590350	25-Apr-2018	4,750.00		JCI JONES CHEMICALS INC	ORDER 553937 - CHLORINE 150 LB CYLINDERS - 19 EA - OP CENTER
590351	25-Apr-2018	1,064.64		JEFFREY CASANAS DBA GREEN DAZE GLASS LLC	PARCEL 165946-000 - REAL PROPERTY VOUCHER - MILL PLAIN BLVD-104TH AVE TO CHKLOV DR - 10321 SE MILL PLAIN BLVD - UTILITY COST ADJUSTMENT - CONSTRUCTION
590352	25-Apr-2018	1,486.80		JIMMY STEWART DBA IC3 FIRE CONSULTING	03/19/18-03/23/18 - HIGH-PILED STORAGE/HAZMAT FIRE CODE CLASS/INSTRUCTION - INCL SITE VISITS/FIELD INSTRUCTION - FIRE - RECEIPT 134035 BY C NELSON PER E-MAIL
590353	25-Apr-2018	1,300.00		JOHN NICHOLS	ACCR17 - SYSTEM SUPPORT - 07/19/17-10/13/17 - LAW/INFO TECH
590354	25-Apr-2018	462.00		JUDITH L BUFFORD	18MAR - WREC HABITAT/WATER MONITORING PROGRAM/CONGRESS - CITY - WREC
590354	25-Apr-2018	3,276.00		JUDITH L BUFFORD	18MAR - WREC HABITAT/WATER MONITORING PROGRAM/CONGRESS - COUNTY - WREC
590355	25-Apr-2018	352.31		K F JACOBSEN & CO INC	ACCT 13866 - FINE MIX ASPHALT - 5.00 TON - OPS CENTER
590356	25-Apr-2018	114.00		KATHY MILLER DBA BODYWELL MASSAGE	03/19/18-04/03/18 - MASSAGE SERVICES - FIRSTENBURG COMM CTR
590357	25-Apr-2018	585.58		KELLY SERVICES INC	SCHMID, L - ORDER A2342 - W/E 04/15/18 - IT
590358	25-Apr-2018	164.71		Kennedy, Rebecca L	REFRESHMENTS FOR FOURTH PLAIN FORWARD PARTNER TOUR
590359	25-Apr-2018	1,312.50		KRAMER GEHLEN & ASSOC	SUMMARY: ENGINEERING SERVICES - CDD
590360	25-Apr-2018	5,927.17		KRONOS INCORPORATED	SUMMARY: SUBSCRIPTION/SOFTWARE SERVICE AND MULTIPLE PROJECTS - IT
590361	25-Apr-2018	1,959.11		LAKESIDE INDUSTRIES	JOB 1 - ASPHALT - EZ STREET ASPHALT - 16.43 TON - THRU 03/29/18 - OPS CENTER
590361	25-Apr-2018	174.14		LAKESIDE INDUSTRIES	JOB 1 - ASPHALT - ORCHARDS ASPHALT SALES - 3.15 TON - THRU 03/29/18 - OPS CENTER
590362	25-Apr-2018	17,052.79		LIFE INSURANCE CO OF NORTH AMERICA	APRIL LIFE INSURANCE PREMIUMS
590362	25-Apr-2018	13,612.37		LIFE INSURANCE CO OF NORTH AMERICA	APRIL LTD PREMIUMS
590363	25-Apr-2018	444.30		LN CURTIS & SONS	CUST C32902 - ORDER 388461 - FIRE
590364	25-Apr-2018	3,382.22		LOOMIS ARMORED US LLC	ACCT 10038010/1700 - 18MAR - ARMORED CAR SERVICES - MULTIPLE CITY LOCATIONS - FINANCE - RECEIPT 134263 BY C ALLEMANG PER E-MAIL
590365	25-Apr-2018	7,614.72		MACKAY & SPOSITO INC	SUMMARY: CONSTRUCTION SERVICES - TRANSPORTATION
590366	25-Apr-2018	1,176.74		MALLORY SAFETY & SUPPLY LLC	CUST 16345 - ORDER 2220035- OPERATING SUPPLIES - OPS CENTER
590366	25-Apr-2018	214.00		MALLORY SAFETY & SUPPLY LLC	CUST 16345 - ORDER 2245892 - OPERATING SUPPLIES - OPS CENTER
590367	25-Apr-2018	287.26		MANS BEST FRIEND INC	40# BAG - DOG FOOD (3 EA) & JOINT MAX TRIPLE STRENGTH (2 EA) - CANINE OFFICERS - VPD
590368	25-Apr-2018	769.25		MARILEE THOMPSON	THE BRIDGE SEWER REIMBURSEMENT

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590369	25-Apr-2018	135.50		MARK IV ENTERPRISES DBA FOLIAGE SERVICES	CUST VANCO - LOCATION VAN-02 - PLANT SERVICE - 18APR - MP ENG - PO 89671/ RECEIPT 134068 BY N KERFOOT PER ES-MAIL
590369	25-Apr-2018	151.76		MARK IV ENTERPRISES DBA FOLIAGE SERVICES	CUST VANCO - LOCATION VANCOU - MONTHLY PLANT MAINTENANCE - 18APR - CITY HALL - RECEIPT 134048 BY J MCGEE PER E-MAIL
590370	25-Apr-2018	552.00		MARQUAM GROUP LTD	VPD SHAREPOINT SUPPORT - THRU 03/02/18 - INFO TECH - RECEIPT 134413 BY J SCHOESSLER PER E-MAIL
590371	25-Apr-2018	71.19		Martin, Tim	TRAINING CONFERENCE 4/3 - 4/5
590372	25-Apr-2018	1,000.00		MESSAGE GEARS LLC	18APR - USAGE FEE - INFO TECH
590373	25-Apr-2018	22,059.71		METEREADERS LLC	18MAR - MONTHLY METER READING SERVICES - UTILITIES - RECEIPT 133856 BY J JONES PER E-MAIL
590374	25-Apr-2018	5,609.70		MILLER MENDEL INC	ESOPH DATA ENTRY - INFO TECH FOR VPD - PO 89622/ RECEIPT 133942 BY J SCHOESSLER PER E-MAIL
590375	25-Apr-2018	4,000.00		MILLIMAN USA	12/31/17 - ACTUARIAL VALUATION PENSIONS - FINANCE
590376	25-Apr-2018	2,940.08		MISCELLANEOUS	SUMMARY: CITY UTILITIES REFUNDS, PARKS REFUNDS & OTHER MISC REFUNDS
I					
590388					
590389	25-Apr-2018	1,511.35		MOTUS RECRUITING & STAFFING INTL	MOORE ALAN - W/E 04/22/18 - PAYROLL WORK DAY PROJ
590390	25-Apr-2018	702.43		MUNNELL AND SHERRILL INC	CUST 3364 - DOC 999999 - OPERATING SUPPLIES - WAREHOUSE
590391	25-Apr-2018	25,197.77		MURRAYSMITH INC	PROJ 17-2134 - 63RD STREET PUMP STATION REPLACEMENT - THRU 02/28/18 - MP ENG - RECEIPT 134009 BY N KERFOOT
590391	25-Apr-2018	1,567.36		MURRAYSMITH INC	PROJ 18-2170 - BIDDLE WAY TRUNK REALIGNMENT REVIEW - THRU 02/28/18 - MP ENG - RECEIPT 134025 BY N KERFOOT
590392	25-Apr-2018	500.00		NAGRA & ATWAL CORPORATION	MAY 18 OPS PARKING LEASE
590393	25-Apr-2018	10,610.00		NATIONAL LEAGUE OF CITIES	2018 MEMBERSHIP RENEWAL - FINANCE
590394	25-Apr-2018	120.00		NORTH IMAGE NEIGHBORHOOD ASSN	2018 PARTICIPATION IN RECYCLING 101 - SOLID WASTE
590395	25-Apr-2018	26,043.10		NORTH PACIFIC CONSTRUCTION & REMODELING INC	REHAB LOAN PROGRAM - BILLIE ANDERSON - 14710 SE 28TH ST - THRU 04/17/18 - CDBG FUNDING
590396	25-Apr-2018	4,390.20		NORTHWEST LANDCARE	SCIP CONTRACTOR PMT- ZELKANOVIC
590397	25-Apr-2018	10,967.91		NORTHWEST PUMP & EQUIPMENT CO	CUST 64469 - 6AE146 ROTATING ASSEMBLY FOR PEERLESS PUMP - SHIPPED 03/28/18 - OPS CENTER
590398	25-Apr-2018	196.08		NORTHWEST STAFFING RESOURCES	CITY WIDE TEMPORARY SERVICES - W/E 04/01/18
590399	25-Apr-2018	15.88		NW NATURAL	ACCT #2620143-4 - GAS USAGE 03/21/18-04/19/18 - ENGLISH PIT
590399	25-Apr-2018	718.00		NW NATURAL	ACCT 1640094-7 - GAS USAGE 03/14/18-04/13/18 - VPD EAST
590400	25-Apr-2018	10,445.42		OLDCASTLE PRECAST INC	CUST 020001137 - ORDER S134379 - OPERATING SUPPLIES - OP CENTER
590401	25-Apr-2018	1,440.22		ONE CALL CONCEPTS INC	ACCT 19-0000085 - DIST VAN01 - EXCAVATION NOTIFICATIONS - 18MAR - OP CENTER
590401	25-Apr-2018	312.44		ONE CALL CONCEPTS INC	ACCT 19-0000085 - DIST VAN04 - EXCAVATION NOTIFICATIONS - 18MAR - OP CENTER/TRAFFIC
590402	25-Apr-2018	936.23		PACIFIC FURNISHINGS	ORDER 13823 - RECEIVE/DELIVERY/PLACEMENT/INSTALLATION - HERMAN MILLER WORK CHAIR - THRU 03/19/18 - VPD/605 E EVERGREEN - PROPERTY SERVICES
590403	25-Apr-2018	1,159.88		PACIFIC POWER GROUP LLC	REPAIR ORDER 460675-000 - FIX COOLANT LEAK AT BACK OF WATER PUMP - MODEL/SER OLY00000CNAT01544 - FIRE STN 7 - 12603 NE 72ND AVE - THRU 03/26/18 - OP CENTER - PO 89471/ RECEIPT 133889 BY P NEWTON PER E-MAIL
590404	25-Apr-2018	45.00		PARKEON	CUST 0030784P - SO P71876 - PARKFOLIO LEVEL 3 FEES - 18MAR - PARKS
590405	25-Apr-2018	100.00		PATRICK HILDRETH DBA PDH CREATIVE	WEB SITE/GRAPHIC DESIGN - MARKETING OUTREACH - CDD
590406	25-Apr-2018	1,207.50		PAUL LEWIS	VANCOUVER STRONG ANALYTICAL SUPPORT - 03/01/18-03/08/18 - CMO

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590407	25-Apr-2018	11.92		PETTY CASH CUSTODIAN	PURCHASED A SHIPPING BOX TO RETURN AQUATICS STEREO EQUIP. THAT DIDN'T WORK
590408	25-Apr-2018	31.65		Porter, Brooke K	JAN, FEB & MARCH 2018 LOCAL MILEAGE EXPENSES
590409	25-Apr-2018	1,213.00		PORTLAND ADVENTIST MEDICAL CENTER	18MAR - MEDICAL TESTING SERVICES - VPD
590410	25-Apr-2018	863.39		PORTLAND MECHANICAL CONSTRUCTION INC	INV 264183 & 264349 - TOWN PLAZA HVAC INSPECTIONS/REPAIR PROJECT - EST 8 - THRU 03/30/18 - RECEIPT 134123 BY J DENTON
590410	25-Apr-2018	2,355.46		PORTLAND MECHANICAL CONSTRUCTION INC	INV 264331 - TOWN PLAZA HVAC INSPECTIONS/REPAIR PROJECT - EST 7 - THRU 03/30/18 - RECEIPT 134116 BY J DENTON
590411	25-Apr-2018	22,764.64		PPC SOLUTIONS INC	SUMMARY: SECURITY SERVICES
590412	25-Apr-2018	2,037.92		PROCESS SOLUTIONS, INC.	PROJ 658490 - CHLORINE ROOM HMI PANEL - THRU 03/28/18 - MP ENG - RECEIPT 133938 BY L JONES
590413	25-Apr-2018	2,406.09		PROFESSIONAL SERVICE INDUSTRIES	CUST 1104830 - PROJ 07021966 - VANC WATERFRONT PARK - 18MAR - CONSTRUCTION
590414	25-Apr-2018	110.00		PUBLIC SAFETY TESTING INC	02/11/18 - AGENCY APPLICANT ADD-ON CHARGES - VPD
590415	25-Apr-2018	866.25		QUICK CAPTION INC	18MAR - PROVIDE REMOTE BROADCAST CAPTIONING SERVICES - MEDIA SERVICES
590416	25-Apr-2018	265.58		RENTOKIL NORTH AMERICA INC	SUMMARY: MONTHLY PEST CONTROL MAINTENANCE
590417	25-Apr-2018	3,690.67		RETAIL LOCKBOX INC	EPAY AND SUSPENSE - TRANSACTION FEES - THRU 03/31/18 - TREASURY
590418	25-Apr-2018	5,438.75		RICHARD NARDINI	MARKETING DESIGN SERVICES - 2018 SUMMER PARKS & RECREATION CATALOG - THRU 03/27/18 - PARKS - RECEIPT 134080 BY C VOGELZANG PER E-MAIL
590419	25-Apr-2018	769.25		RICK BOWLER	THE BRIDGE SEWER REIMBURSEMENT
590420	25-Apr-2018	92.14		RIVERSIDE CONTAINERS LLC	JOB 49628 - RENTAL - 20' STEEL CONTAINER - 18APR - CONSTRUCTION - RECEIPT 134052 BY L PETERSEN PER E-MAIL
590421	25-Apr-2018	2,394.07		ROBERT HALF INTERNATIONAL	CUST 03660-000152000 - RAHIMI LAILY - W/E 03/23/18 - FINANCE
590422	25-Apr-2018	3,789.75		ROBERT HALF INTERNATIONAL	CUST 03660-000152000 - SHICK DAVID - W/E 03/23/18 - FINANCE
590423	25-Apr-2018	20.00		ROY NELSON	50+ TRAVEL DRIVER/PLANNER REIMBURSEMENT FOR MEALS, ADMISSION AND OR PARKING
590424	25-Apr-2018	46,693.08		S&B INC	ORDER 24704 - 2017 SEWER SCADA SYSTEM/MTU UPGRADES - 30% - THRU 03/30/18 - MP ENG - RECEIPT 134011 BY N KERFOOT PER E-MAIL
590425	25-Apr-2018	8,624.00		SEQUENCE GRAPHICS LLC	ADVERTISING SALES COMMISSION FOR SR MESSENGER - 18APR - MEDIA SERVICES - RECEIPT 134096 BY T LOONEY
590426	25-Apr-2018	13,323.00		SHARE INC	18MAR - SHARE HOUSE - SOLID WASTE SERVICE/SUPPLIES - SOLID WASTE
590426	25-Apr-2018	11,024.95		SHARE INC	PROJ 411004 - DAY CENTER STAFFING - 18MAR - CDBG FUNDING
590426	25-Apr-2018	3,985.87		SHARE INC	PROJ 414738 - ASPIRE HOUSING SERVICES - 18MAR - CDBG FUNDING
590426	25-Apr-2018	8,632.74		SHARE INC	PROJ 601705 - ASPIRE RENT ASSIST TBRA - 18MAR - HOME FUNDING
590427	25-Apr-2018	4.43		SHRED IT USA LLC	CUST 14978866 - DOCUMENT DESTRUCTION - 03/08/18 - UTILITIES
590428	25-Apr-2018	2,431.78		SME SOLUTIONS LLC	ACCR17 - REF 250703 - TANK REPAIRS - 12/21/17 - EQUIP SERVICES - PO 89086/ RECEIPT 134200 BY J MAHAN PER E-MAIL
590428	25-Apr-2018	963.74		SME SOLUTIONS LLC	REF 255865 - TANK REPAIRS - 03/22/18 - VPD/605 E EVERGREEN BLVD - EQUIP SERVICES - PO 89086/ RECEIPT 134200 BY J MAHAN PER E-MAIL
590429	25-Apr-2018	1,022.07		SOFTWARE HOUSE INTERNATIONAL SHI	CUST 1072078 - SO S47330822 - ACROBAT PROFESSIONAL V2017 NEW LICENSE - 3 EA - AGREEMENT 4600014240 - INFO TECH - RECEIPT 133910 BY J SCHOESSLER PER E-MAIL
590429	25-Apr-2018	453.50		SOFTWARE HOUSE INTERNATIONAL SHI	CUST 1072078 - SO S47356430 - ACROBAT NEW LICENSE - 2 EA - AGREEMENT 4600014240 - INFO TECH
590430	25-Apr-2018	1,050.00		SOUTHWEST OFFICIALS SERVICES INC	03/17/18-03/26/18 - YOUTH BASKETBALL OFFICIATING FEES - PARKS
590430	25-Apr-2018	213.00		SOUTHWEST OFFICIALS SERVICES INC	03/18/18-03/25/18 - ADULT BASKETBALL OFFICIATING FEES - PARKS

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590431	25-Apr-2018	50.00		STATE OF WASHINGTON	2018 RENEWAL - LIC EXUS00021150 - EXPLOSIVES USER LICENSE - C WILLIAMS - VPD
590431	25-Apr-2018	50.00		STATE OF WASHINGTON	2018 RENEWAL - LIC EXUS00021679 - EXPLOSIVES USER LICENSE - D NICHOLSON - VPD
590432	25-Apr-2018	85,358.66		STATE OF WASHINGTON	LEASEHOLD EXCISE TAX RETURN Q1-18 ~ PUBLICLY OWNED PROPERTY
590433	25-Apr-2018	200.00		STEVENSON HS	RENTAL DEPOSIT RETURN #3101
590434	25-Apr-2018	832.27		Stober, Ty A	POST TRAVEL - NLC, WINTER 2018
590435	25-Apr-2018	12,318.50		TEKSYSTEMS	SUMMARY: TEMPORARY STAFFING SERVICES - INFO TECH
590436	25-Apr-2018	420.00		THOMAS YODER	REIMBURSE EMPLOYEE OUT OF POCKET EXPENSES.
590437	25-Apr-2018	210.00		TOWER ROCK PRODUCTS INC	CUST 10070 - BRUSH RECYCLING - 03/26/18 - OPS CENTER
590438	25-Apr-2018	65.00		TOWING & RECOVERY SERVICES INC	04/01/18 - UNLOCK - DODGE DAKOTA - NO PLATES - 103RD & 119TH ST - VPD
590439	25-Apr-2018	357.39		TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	ACCT 230397 - DATABASE SEARCH FEES - 18MAR - VPD
590440	25-Apr-2018	370.00		TYLER TRENDA	REIMBURSE EMPLOYEE OUT OF POCKET EXPENSES.
590441	25-Apr-2018	3,418.24		TYREE OIL, INC	ACCT 0048324 - ORDER 0651205 - OPERATING SUPPLIES - EQUIP SERVICES
590441	25-Apr-2018	4,360.15		TYREE OIL, INC	INV 636715-IN - ACCT 0048324 - ORDER 0653332 - OPERATING SUPPLIES - EQUIP SERVICES - SEE RELATED INV 636715R AND CR MEMO 636715C-CM
590442	25-Apr-2018	45.57		UNITED PARCEL SERVICE	18APR - SHIPPER #856018 - SERVICE CHARGE - OPS CENTER
590443	25-Apr-2018	61.49		UNITED PARCEL SERVICE	18APR - SHIPPER #8E9480 - SHIPPING CHARGES - MAIL ROOM
590444	25-Apr-2018	1,084.00		US WATER SERVICES INC	SUMMARY: MONTHLY CHILLER/BOILER CHEM TESTINGS
590445	25-Apr-2018	7,125.00		USI INSURANCE SERVICES	BUSINESS SERVICE FEE - 06/01/16-06/01/18 - INSTALLMENT 24 - HR
590446	25-Apr-2018	390.00		VANCOUVER NATIONAL HISTORIC RESERVE TRUST DBA	RESERVATION 1971 - ARTILLERY BARRACKS - CMO
590447	25-Apr-2018	170.00		VANCOUVER SWIM CLUB	RENTAL DEPOSIT RETURN #3430
590448	25-Apr-2018	80.02		VERIZON WIRELESS	ACCT 442099140-0001 - MOBILE BROADBAND SERVICES - 02/24/18-03/23/18 - IPADS FOR SIDEWALK PROJECTS - RYAN MILES - OPS CENTER
590449	25-Apr-2018	2,569.49		WALLIS ENGINEERING PLLC	18MAR - PROJ VAN15ES:01 - 2018 VANCOUVER CURB RAMPS - THRU 03/31/18 - OP CENTER - RECEIPT 134278 BY P NEWTON PER E-MAIL
590450	25-Apr-2018	1,500.87		WALTER E NELSON CO	SUMMARY: JANITORIAL SUPPLIES - FIRE
590451	25-Apr-2018	1,958.14		WAPITI NW LLC	2018 ANNUAL SERVICE AND INSPECTION - 2006 PAK TANK SPRAYER - LIC 42811D - UNIT 5052 - EQUIP SERVICES
590452	25-Apr-2018	50.00		WASHINGTON STATE DEPT OF ECOLOGY	WATER RIGHT PERMIT FEE - FT VANCOUVER NATIONAL HISTORIC SITE - 612 E RESERVE - CMO
590453	25-Apr-2018	47,486.22		WASTE CONNECTIONS INC	SUMMARY: GARBAGE AND RECYCLING SERVICES
590454	25-Apr-2018	11,745.64		WFG NATIONAL TITLE CO	PARCEL 110291108 - REAL PROPERTY VOUCHER - MILL PLAIN BLVD-104TH AVE TO CHKLOV DR - 204 SE 105TH AVE - ESCROW - 04/17/18 - CONSTRUCTION
590455	25-Apr-2018	344,420.99		WFG NATIONAL TITLE CO	PARCEL 16593000 - REAL PROPERTY VOUCHER - MILL PLAIN BLVD-104TH AVE TO CHKLOV DR - 108 SE 105TH AVE - ESCROW - 04/17/18 - CONSTRUCTION
590456	25-Apr-2018	9,933.50		WILLIAMS KASTNER & GIBBS PLLC	CLIENT 32569 - MATTER 0101 - LEGAL SERVICES - 02/01/18-02/28/18 - INVOKE VMC 3.05.200(2) - RISK
590457	25-Apr-2018	78.75		XPO ENTERPRISE SERVICES INC	WEEKLY POSTAGE SERVICES - THRU 03/24/18 - FINANCE/MAILROOM
590458	25-Apr-2018	850.00		YAKIMA COUNTY	2018 INTERLOCAL AGREEMENT FOR TECHNOLOGY SERVICES - 18MAR - INFO TECH
590459	30-Apr-2018	352.86		MISCELLANEOUS	WRPA CONFERENCE PER DIEM FOR NON-EMPLOYEE - PARKS
20001425	23-Apr-2018	2,243.14		CITY OF VANCOUVER	SUMMARY: INFOR CITY PAYMENTS
20001426	30-Apr-2018	9,457.92		CITY OF VANCOUVER	SUMMARY: INFOR CITY PAYMENTS

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

INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount		Vendor Name	Description
	SUBTOTAL	**7,717,068.13**			
VISA	24-Apr-2018	1,642.00		MISCELLANEOUS	PARKS CLASS REFUNDS - FCC 04/17/18 - 04/23/18
VISA	24-Apr-2018	2,661.00		MISCELLANEOUS	PARKS CLASS REFUNDS - MCC 04/17/18 - 04/23/18
VISA	23-Apr-2018	-		MISCELLANEOUS	PARKS CLASS REFUNDS - SPECIAL EVENTS 04/17/18 - 04/23/18
VISA	24-Apr-2018	-		MISCELLANEOUS	PARKS CLASS REFUNDS - VTC 04/17/18 - 04/23/18
VISA	23-Apr-2018	200.00		MISCELLANEOUS	PARKS CLASS REFUNDS - WREC 04/17/18 - 04/23/18
VISA	17-Apr-2018	663.25		MISCELLANEOUS	PARKS CLASS REFUNDS - FCC 04/24/18 - 04/30/18
VISA	17-Apr-2018	1,012.00		MISCELLANEOUS	PARKS CLASS REFUNDS - MCC 04/24/18 - 04/30/18
VISA	30-Apr-2018	-		MISCELLANEOUS	PARKS CLASS REFUNDS - SPECIAL EVENTS 04/24/18 - 04/30/18
VISA	17-Apr-2018	140.00		MISCELLANEOUS	PARKS CLASS REFUNDS - VTC 04/24/18 - 04/30/18
VISA	17-Apr-2018	-		MISCELLANEOUS	PARKS CLASS REFUNDS - WREC 04/24/18 - 04/30/18
	SUBTOTAL	**6,318.25**			
	TOTAL	**7,723,386.38**			

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

City of Vancouver
Payroll Council Report
April 17, 2018 - April 30, 2018

Check No.	Date	Explanation	Amount	
90784 - 90883	04/25/18	8 2018 Payroll	$	40,084.97
N/A	04/25/18	8 2018 Direct Deposits	$	2,866,530.07
90884 - 90885	04/27/18	Supplemental Payments	$	644.42
6660 - 6672	04/30/18	3 2018 Pension Payroll	$	10,645.09
N/A	04/30/18	3 2018 Pension Direct Deposits	$	49,635.24

$ 2,967,539.79

#10

STAFF REPORT NO. 038-18

TO:	Mayor and City Council	**DATE:**	4/02/2018
FROM:	Eric Holmes, City Manager		5/07/2018

Subject: Right-of-Way Franchise Ordinance for New Cingular Wireless PCS, LLC

Key Points:

- The proposed franchise ordinance establishes the terms and conditions of the right to construct and maintain telecommunications facilities, including "small cell wireless" facilities, within the City's right-of-way.

Objective: Adopt the proposed franchise ordinance.

Present Situation: New Cingular Wireless PCS, LLC, formerly known as AT&T Wireless PCS LLC, wishes to occupy and utilize portions of the public rights of-way in the City. A city may require a permit or franchise for the use of its right-of-way for telecommunication facilities (RCW 35.99.030); however, the City may not charge a franchise fee for the franchise (RCW 35.21.860). The proposed ordinance establishes the terms and conditions of the right to construct and maintain telecommunications facilities within the City's right-of-way.

This project involves the deployment of "small cell" wireless network technology, to provide high speed telecommunications services to provider clients in Vancouver. By way of background, developments in wireless network technology and increasing demand for high-speed wireless services have quickly outpaced the capabilities of traditional, macro-cell wireless communications facilities. To address this demand, providers have expressed a desire to deploy new wireless communications facilities located in the public rights-of-way. These "small cell" facilities consist of antenna and equipment typically placed on infrastructure located within the public rights-of-way. Small cell facilities are usually deployed in areas that cannot be effectively served by a traditional macro cell, or areas that may have coverage but not enough capacity.

City staff has worked with New Cingular Wireless PCS to negotiate a franchise ordinance which manages the deployments of small cell facilities in a way that balances local aesthetics, character, and public health and safety while also deriving the benefits of these new technologies for the City's residents to the greatest extent practicable.

Advantage(s): The franchise ordinance would formalize and establish the terms and conditions for use of the City's right-of-way by New Cingular Wireless PCS.

Disadvantage(s): Additional facilities may present a visual impact to the City's right-of-way.

Budget Impact: None.

Prior Council Review: None.

<u>Action Requested:</u>

1. On Monday, April 2, 2018, approve the proposed franchise ordinance on first reading, setting date of second reading and public hearing for Monday, May 7, 2018.
2. On Monday, May 7, 2018, subject to second reading and public hearing, approve the proposed franchise ordinance.

Attachments: Franchise Ordinance

04/02/18
05/07/18

ORDINANCE M - ________

AN ORDINANCE relating to management of the public rights-of-way, granting to New Cingular Wireless PCS, LLC (hereinafter referred to as the "Franchisee"), a a Delaware limited liability company, a non-exclusive and revocable franchise to install, operate and maintain a telecommunications system in, on, over, upon, along, and across public rights-of-way of the City of Vancouver, Washington (hereinafter referred to as the "City"), prescribing certain rights, duties, terms and conditions with respect to such franchise; providing for setting an effective date and conditions.

WHEREAS, Franchisee is a telecommunications company that provides wireless communications services; and

WHEREAS, Franchisee has requested that the City grant it the right to install, operate, and maintain a telecommunications system within the public ways of the City; and

WHEREAS, the City Council has found it desirable for the welfare of the City and its residents that such a non-exclusive franchise be granted to the Franchisee; and

WHEREAS, the City Council has the authority, including pursuant to Chapter 35.99 of the Revised Code of Washington (RCW), to grant franchises for the use of its streets and other public properties; and

WHEREAS, the City is willing to grant the rights requested subject to certain terms and conditions authorized by law.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Definitions. For the purposes of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number.

"Affiliate" means an entity that owns or controls, is owned or controlled by, or is under common ownership with the Franchisee.

"City" means the City of Vancouver, Washington, and either or both, as applicable, the person designated by the City.

"Communication System" or "Facilities" shall mean the Franchisee's system of cables, wires, conduits, ducts, pedestals, poles, antennas, transmitters, receivers, backup power supplies, and any associated converter, equipment, or facilities within the City managed and controlled by Franchisee to provide Telecommunications Service, including without limitation those Facilities that are existing or currently planned by Franchisee.

"Cost" means any actual, reasonable, and documented costs, fees, or expenses, including but not limited to attorneys' fees.

"FCC" means the Federal Communications Commission or any successor governmental entity hereto.

"Franchise" shall mean initial authorization, or renewal thereof, issued by the City, which authorizes construction and operation of the Franchisee's Communication System.

"Franchisee" means New Cingular Wireless PCS, LLC, a a Delaware limited liability.

"Indefeasible Right of User Interest" or "IRU" means a form of acquired capital in a telecommunications system, in which the holder of the interest possesses a right to use the telecommunications system, but not the right to control, maintain, construct or revise the telecommunications system.

"Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

"Public Way" shall mean the surface of, and any space on, above or below, any street, public right-of-way or utility easement for which the City now or hereafter holds any interest and which, consistent with the purpose for which it was acquired or dedicated, may be used for the installation or maintenance of the Communication System. Public Way shall not mean utility easements dedicated for a specific utility system or systems and not specifically identifying telecommunications as a permitted use within the easement.

"Service Area" means the present municipal boundaries of the City, and shall include any additions thereto by annexation or other legal means.

“Small Cell Equipment” means Franchisee’s Communication Systems or Facilities attached, mounted, on installed on a proprietary or leased pole located in the Public Ways of the City used to provide telecommunications services. This definition shall include new types of small cell equipment that may evolve or be adopted using wireless technologies.

“Small Cell Site” means a location in the Public Ways of the City selected for Franchisee’s deployment of small cell equipment.

"Subscriber" or "Customer" means a Person who lawfully receives Telecommunication Services from the Communications System with the Franchisee's express permission.

“Telecommunications Service” shall mean any “telecommunications service” as defined by RCW 35.99.010(7), excluding “cable television service” as defined by RWC 35.99.010(1).

Section 2. Authority Granted. The City hereby grants to the Franchisee, its heirs, successors, legal representatives, and assigns, subject to the terms and conditions hereinafter set forth, a nonexclusive Franchise within the Service Area which authorizes the Franchisee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Public Ways, now in existence and as may be created or established during the term of this Franchise, any Facilities necessary for the maintenance and operation of a Communication System. The authority granted herein is a limited authorization to occupy and use of Public Ways of the City for the purpose of providing telecommunications services. Nothing contained herein shall be construed to grant, warrant or convey any right, title, or interest in the public rights-of-way of the City to the Franchisee.

Section 3. Grant Limited to Occupation and Service. Nothing contained herein shall be construed to grant or convey to the Franchisee or warrant any right, title, or interest in the Public Ways.

Section 4. Term of Franchise. The first term of this Franchise shall be for an initial period of ten (10) years from the date of acceptance, unless sooner terminated. Thereafter, this Franchise may be renewed for one additional five (5) year term unless Franchisee notifies the City of its intent to terminate or renegotiate the Franchise at least ninety (90) days prior to expiration of the initial ten (10) year term. Either party may terminate this Franchise upon sixty (60) days prior written notice to the other party upon a default of any term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, or if such default is not curable within sixty (60) days, if the defaulting party fails to commence such cure within sixty (60) days or fails thereafter diligently to prosecute such cure to completion, provided that the grace period for any monetary default shall be ten (10) days from receipt of written notice. Notwithstanding anything to the contrary herein, Franchisee may remove its Facilities at any time, with or without cause upon notice to the City, subject to restoration as provided in Section 12.

Section 5. Non-Exclusive Grant. This Franchise shall not in any manner prevent the City from entering into other similar agreements or granting other or further franchises in, under, on, across, over, through, along or below any of said Public Ways of the City, provided that the City will not knowingly, unreasonably interfere with the use and placement of Franchisee's existing Facilities. Further, this Franchise shall in no way prevent or prohibit the City from using any of its Public Ways or affect its jurisdiction over them or any part of them, and the City shall retain power to make all necessary reasonable changes, relocations, repairs, maintenance, establishment, improvement, dedication of the same as the City may deem fit, including the dedication, establishment, maintenance, and improvement of all new Public Ways, and in compliance with Section 8, below.

Section 6. Relocation of Communications System. the Franchisee agrees to relocate its Facilities as provided by the Vancouver Municipal Code (VMC) as it currently exists (See: VMC 11.50.120) or may hereinafter be amended or replaced; provided, however, that the Franchisee shall have received one hundred twenty (120) days' advance written notice. Upon the request of the City, in order to facilitate the design and construction of City projects, the Franchisee agrees to, at its sole cost and expense, locate, and if reasonably determined necessary by the City, to excavate and expose portions of its communication Facilities for inspection so that the location of same may be taken into account in the improvement design, PROVIDED that, Franchisee shall not be required to excavate and expose its Facilities if the Franchisee provides as-built plans and maps of its Facilities that are reasonably determined by the City to be adequate for purposes of this paragraph. The decision to require the relocation of Facilities in order to accommodate the City's projects shall be made by the City upon review of the location and construction of the Franchisee's Facilities.

Section 7. Undergrounding of Facilities. In any area of the City in which there are no aerial facilities other than antennas or other equipment required to remain above ground in order to be functional, or in any Public Ways in which all telephone, electric power wires and cables have been placed underground, the Franchisee shall not be permitted to erect poles or to run or suspend wires, cables or other Facilities thereon, unless required to do so by the City, but shall lay such wires, cables or other Facilities underground in the manner required by the City.

Whenever the City or other governmental entity requires or initiates undergrounding of aerial utilities in any area of the City, the Franchisee shall underground its Facilities (excluding antennas, equipment cabinets, cabling and other equipment that must be above-ground in order to be functional) in the manner specified by the City, concurrently with and in the area of all the other affected utilities. The location of any such relocated and underground Facilities shall be approved by the City. In the event that Franchisee Facilities must be above-ground in order to be functional, Franchisee agrees to work with the City Public Works department, or designee, to approve design concepts and the use of camouflage or stealth materials, as reasonably necessary to blend its above-ground installations with the overall character of locations selected as small cell sites. The Franchisee is encouraged to contact and agree with other affected utilities so that all costs for common trenching, common utility vaults and other costs not specifically attributable to the undergrounding of any particular facility are shared fairly and proportionately by all the utilities involved in the underground project. The costs of the undergrounding of Facilities shall be as provided in RCW 35.99.060 as existing or hereinafter amended.

Section 8. Work Within Public Ways. The Franchisee agrees to undertake all work related to the installation, construction or maintenance of its Facilities within the Public Ways in compliance with state and local law as now existing or hereinafter enacted. The local laws include, without limitation:

Chapter 11.50 VMC Utilities in the Right-of-Way

Chapter 11.60 VMC Street Use Permits

Chapter 11.80 VMC Street and Development Standards

Chapter 11.90 VMC Construction in the Right-of-Way

Section 9. Emergency Work -- Permit Waiver. In the event of any emergency in which any of the Franchisee's Facilities located in, above, or under any Public Way breaks, are damaged, or if the Franchisee's construction area is otherwise in such a condition as to immediately endanger the property, life, health, or safety of any individual, the Franchisee shall immediately take the proper emergency measures to repair its Facilities, to cure or remedy the dangerous conditions for the protection of property, life, health, or safety of individuals without first applying for and obtaining a Construction Permit as required by this Franchise. However, this shall not relieve the Franchisee from the requirement of notifying the City of the emergency work and obtaining any permits necessary for this purpose after the emergency work. The Franchisee shall notify the City by telephone immediately upon learning of the emergency and shall apply for all required permits not later than the second succeeding day during which the City's Public Works Department Offices are open for business.

The City retains the right and privilege to cut or move any Facilities located within the Public Ways of the City, as the City may determine to be necessary, appropriate or useful in response to any public health or safety emergency. The City shall not be liable to the Franchisee or any other party for any direct, indirect, or any other such damages suffered by any person or entity of any type as a direct or indirect result of the City's actions under this Section, unless such damages are caused by the City's negligence or willful misconduct.

City shall provide Franchisee reasonable advance written notice which notice shall not be less than forty-eight (48) hours, of its intent to inspect the Facilities except in the event of emergency when safety considerations justify the need for immediate inspection without delay.

Section 10. Dangerous Conditions, Authority for City to Abate, and Graffiti Removal. Whenever construction, installation, or excavation of Facilities authorized by this Franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining public way, street, or public place, or endangers the public, street utilities, or City-owned property, the Public Works Director may direct the Franchisee, at the Franchisee's own expense, to take action to protect the public, adjacent public places, City-owned property, streets, utilities, and Public Ways. Such action may include compliance within a prescribed time.

In the event that the Franchisee fails or refuses to promptly take the actions directed by the City, or fails to comply with such directions, or if emergency conditions exist which require immediate action, the City may enter upon the property and take such actions as are necessary to protect the public, the adjacent streets, utilities, public ways, to maintain the lateral support thereof, or actions regarded as necessary safety precautions; and the Franchisee shall be liable to the City for the costs thereof. The provisions of this Section shall survive the expiration, revocation, or termination of this Franchise.

Within the earlier of forty-eight (48) hours after discovery of the graffiti, as defined by Vancouver Municipal Code 8.21.010(D), by Franchisee or receipt of notice from the City, Franchisee shall remove any graffiti on any part of its facilities, including, by way of example and not limitation, equipment cabinets. If Franchisee fails to do so, the City may remove the graffiti and bill Franchisee for the cost thereof.

Section 11. The Franchisee's Maps and Records. Upon acceptance and thereafter as construction is completed, the Franchisee shall provide the City with accurate copies of all as-built plans and maps in a form and content prescribed by the City. These plans and maps shall be provided at no cost to the City.

The Franchisee shall supply and maintain updated, at no cost and locally available, any information reasonably requested by the City to coordinate municipal functions with the Franchisee’s activities and fulfill any municipal obligations under state law. Said information may include, but is not limited to, any installation inventory, location of existing or planned facilities, maps, plans, operational data, and as-built drawings of Franchisee’s installations in the City. Said information may additionally include, but is not limited to, the GIS coordinates of small cell sites, the date of installation, type of pole used for installation, pole owner, and description of small cell equipment used at each small cell site. Said information may be requested either in hard copy and/or electronic format compatible with the City’s data base system, as now or hereafter existing. Franchisee shall keep the City reasonably informed of its long-range plans for coordination with the City’s long-range plans.

If the Franchisee informs the City that any information to be provided pursuant to this paragraph is confidential, or proprietary, a trade secret, or otherwise entitled to protection from disclosure, then, subject to the Public Records Act, the City will not disclose such information to any third party without first giving the Franchisee ten (10) days prior written notice of the City's intent to do so in order to give the Franchisee, at its sole expense, the opportunity to seek judicial protection. In such instance, the Franchisee will reimburse the City for all actual, reasonable, and documented attorneys' fees and costs, and any penalties, attorneys' fees, and costs awarded, as a result of not disclosing such information.

Section 12. Restoration after Construction or Damage. The Franchisee shall, after installation, construction, relocation, maintenance, removal, or repair of its communication Facilities within the Public Ways, restore the surface of said Public Ways and any other City-owned property which may be disturbed by the work, to at least the same condition the Public Way or City-owned property was in immediately prior to any such installation, construction, relocation, maintenance, or repair, reasonable wear and tear excepted. Said restorations shall be done in conformance with the most recent edition of City ordinances and standards. The City shall have final approval of the condition of such Public Ways and City-owned property after restoration. The Franchisee agrees to promptly complete all restoration work and to promptly repair any damage caused by such work to the Public Ways or other affected areas and City-owned property at its sole cost and expense and shall be responsible for said restoration work and repair of damage done by Franchisee to City facilities for the life of the Franchisee's Facility. Franchisee also agrees to restore all other existing facilities and/or property affected by Franchisee's work, at its sole cost and expense.

Section 13. Recovery of Costs. The Franchisee shall be subject to all permit fees reflecting actual, reasonable, and documented administrative costs associated with activities undertaken through the authority granted in this Franchise or under the laws of the City. Where the City incurs costs and expenses for review, inspection, or supervision of activities undertaken through the authority granted in this Franchise or any ordinances relating to the subject, for which a fee is not established, the Franchisee shall reimburse the City directly for any and all actual, reasonable, and documented costs, after receipt of an itemized bill.

In addition to the above, the Franchisee shall promptly reimburse the City for any and all reasonable costs the City incurs in response to any emergency involving the Franchisee's communication Facilities, after receipt of an itemized bill. All billings will be itemized as to specifically identify the costs and expenses for each project for which the City claims reimbursement. The billing may be on an annual basis, but the City shall provide the Franchise with the City's itemization of costs at the conclusion of each project for information purposes.

Section 14. City's Reservation of Rights. Pursuant to RCW 35.21.860 the City may recover from Franchisee its actual administrative expenses as well as any applicable tax authorized by RCW 35.21.865. This Franchise is premised upon the City and Franchisee's agreement that either Franchisee is a “service provider” as used in RCW 35.21.860 and defined in RCW 35.99.010(6) or Franchisee’s Telecommunications Services fall within the definition of “telephone business” set forth in RCW 82.16.010(6)(b)(iii). As such, the rights granted under this Franchise are not conditioned upon payment of a franchise fee or other compensation for use of the Public Ways. Provided, however, that the Franchisee's exercise of the rights granted in this Franchise are conditioned upon reimbursement for actual, reasonable, and documented administrative costs including as set forth for use of City-owned poles, if any, and payment of any other fee set forth herein. The City hereby reserves its right to impose a fee on the Franchisee, to the extent authorized by law, for purposes other than to recover its administrative expenses, in the event that (1) statutory prohibitions on the imposition of such fees are removed, or that (2) Franchisee no longer falls within the definition of “service provider” in RCW

35.99.010(6) and Franchisee’s Telecommunications Services fall outside the definition of “telephone business” in RCW 82.16.010(7)(b)(iii). Under those circumstances, the City also reserves its right to require that the Franchisee obtain a separate Agreement for its change in use, which Agreement may include provisions intended to regulate the Franchisee's operations, as allowed under applicable law. Nothing in this Franchise shall limit the City’s right of taxation as authorized by law.

Section 15. Small Cell Site Location. Franchisee’s small cell equipment may be installed on City owned poles under the terms of a separate license agreement between the Franchisee and the City, on utility poles under the terms of an agreement with the owner of such poles, or on Franchisee proprietary poles in the Public Ways of the City.

Prior to finalizing a small cell site location, Franchisee shall work with the City Public Works department, or designee, to approve proposed small cell site installations and request input on potential design modifications appropriate for the installation, including but not limited to, design concepts and the use of camouflage or stealth materials, as reasonably necessary to blend its installations with the overall character of locations selected as small cell sites.

Placement of Franchisee small cell equipment is conditioned upon the availability of sufficient right-of-way at the proposed small cell site, and minimum pedestrian and Americans with Disabilities Act (ADA) passage along a sidewalk of at least 48 inches of unobstructed space along all sidewalks within the City,

Franchisee understands and acknowledges that the City has a legitimate interest in preserving the character and aesthetics of the City of Vancouver, WA downtown core areas as described in the Vancouver City Center Vision Subarea Plan, and shall not place any small cell equipment within said downtown core area without first receiving approval from the City Public

Works department, or designee, which shall not be unreasonably withheld, conditioned, or delayed, to approve design concepts and the use of camouflage or stealth materials, as reasonably necessary to blend its small cell site installations with the overall character of locations selected in the City's downtown core areas.**Section 16.** Utility Owned Poles. The parties acknowledge that the poles which the Franchisee desires to use for the location of its small cell equipment are poles owned by a third party or parties, and that Franchisee has entered or shall enter into an agreement with the third party or parties, setting forth the terms and conditions under which the Franchisee shall be permitted to do so.

Section 17. City Owned Poles. In the event Franchisee desires to use City poles or other infrastructure for the location of its small cell equipment, such use will be determined on a case-by-case basis pursuant to a separate license agreement between Franchisee and the City, setting forth the terms and conditions under which the Franchisee shall be permitted to do so, including but not limited to, whether the current infrastructure is sufficient to address structural loading requirements for the small cell equipment, ownership and maintenance of the infrastructure, and small cell equipment design standards.

Franchisee shall comply with all relevant legal requirements for connecting small cell equipment to electricity and telecommunications service. The City is not responsible for providing electricity or transport connectivity to Franchisee.

This Franchise Agreement does not authorize the co-location of small cell equipment on any City poles or other infrastructure. To the extent there is an interest by multiple providers to install small cell equipment on any City poles or other infrastructure, access to small cell equipment on any City poles or other infrastructure will be determined on a first-come first-serve basis. Exceptions may be granted by the City based on Franchisee's network demand considerations and the unavailability of alternative small cell sites.

Section 18. Vacation of Right of Way. The process for the vacation of rights of way is provided for in City code, currently chapter 11.05 VMC. The City will endeavor to follow the process provided for in the code. If at any time the City, by ordinance, vacates all or any portion of the area affected by this Franchise, the City shall not be liable for any damages or loss to the Franchisee by reason of such vacation. The Franchisee shall remove its Facilities from any vacated right of way unless such vacation provides for the continuing right of the Facilities to exist within the vacated area.

Section 19. Indemnification and Waiver.

A. Franchisee hereby releases and covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers, employees, agents and representatives from any and all claims, costs, judgments, awards or liability to any person for injury, sickness, or death of any person or damage to any property or interests:

1. Arising as a result of the acts or omissions of Franchisee, its agents, servants, officers or employees or the construction, placement, operation or maintenance of Facilities in the Public Ways; or

2. Based on the City's inspection or lack of inspection of work performed by Franchisee, its agents and servants, officers or employees in connection with work authorized on the Public Ways or property over which the City has control pursuant to this Franchise or pursuant to any other permit or approval issued in connection with this Franchise;

B. The provisions of Subsection A of this Section shall apply to claims by Franchisee's own employees and the employees of the Franchisee's agents, representatives, contractors, and subcontractors to which Franchisee might otherwise be immune under Title 51 RCW. This waiver of immunity under Title 51 RCW has been mutually negotiated by the parties hereto, and Franchisee acknowledges that the City would not enter into this Franchise without Franchisee's waiver thereof.

C. Inspection or acceptance by the City of any work performed by the Franchisee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Provided that Franchisee has been given prior written notice by the City of any such claim, said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised with Franchisee's consent prior to the culmination of any litigation or the institution of any litigation. The City has the right to defend or participate in the defense of any such claim, and has the right to approve any settlement or other compromise of any such claim, provided that Franchisee shall not be liable for such settlement or other compromise unless it has consented thereto.

D. The obligations of Franchisee under the indemnification provisions of this Section shall apply regardless of whether liability for damages arises out of bodily injury to persons or damages to property, except to the extent that such claims, actions, damages, costs, expenses, and attorney’s fees were caused by the negligence or willful misconduct of the City. In the event that a court of competent jurisdiction determines that this Franchise is subject to the provisions RCW 4.24.115, the parties agree that the indemnity provisions hereunder shall be deemed amended to conform to said statute and liability shall be allocated as provided therein.

E. Notwithstanding any other provisions of this Section, Franchisee assumes the risk of damage to its Facilities located in the Public Ways and upon City-owned property from such activities conducted by the City, its officers, agents, employees and contractors, except to the extent any such damage or destruction is caused by or arises from the negligent, willful or malicious action on the part of the City, its officers, agents, employees or contractors. Franchisee releases and waives any and all such claims against the City, its officers, agents, employees or contractors. Franchisee further agrees to indemnify, hold harmless and defend the City against any claims for damages, including, but not limited to, business interruption damages and lost profits, brought by or under users of Franchisee's Facilities as the result of any interruption of service due to damage or destruction of Franchisee's Facilities caused by or arising out of activities conducted by the City, its officers, agents, employees or contractors, except to the extent any such damage or destruction is caused by or arises from the negligent, willful or malicious actions on the part of the City, its officers, agents, employees or contractors.

F. Notwithstanding anything contained herein to the contrary, other than in connection with the foregoing third party claims indemnification and damages incurred for breach of confidentiality, neither party shall be liable to the other for consequential, incidental, special or indirect damages.

Section 20. Abandonment and Removal of Franchisee’s Communication Facilities. Upon the expiration, termination, or revocation of the rights granted under this Franchise, or upon the removal of any Facility from service, the Franchisee shall remove the Facility or Facilities from the Public Ways of the City within 90 days of receiving notice from the City. If the Franchisee fails to remove its Facilities, the City may declare said Facilities to be the property of the City.

In the alternative, the City may, in its sole discretion, permit the Franchisee to abandon its Facilities in place, upon such terms and conditions as the City may reasonably prescribe by written notice. Upon agreement by the Franchisee, ownership of the Facilities shall be transferred to the City and the Franchisee shall submit to the City the necessary transfer documents. If the Franchisee does not transfer ownership within 90 days of receiving notice from the City, the City may commence legal action to enforce the transfer.

In the event that the City does not grant the Franchisee permission to abandon the Facilities or the Franchisee does not comply with the terms and conditions set by the City for such abandonment, the City may elect, in its sole discretion to declare the Facilities permanently abandoned and assume ownership of the Facilities; proceed with legal action to compel the Franchisee to remove such Facilities; or remove the Facilities and recover the costs of such removal from the Franchisee.

Section 21. Modification. The City and the Franchisee hereby reserve the right to alter, amend or modify the terms and conditions of this Franchise Agreement upon the written agreement of both parties to such alteration, amendment or modification. Said modifications shall be expressed by ordinance of the City Council passed for that purpose and accepted by the Franchisee consistent with Section 31 of this Franchise Agreement.

Section 22. City Ordinances and Regulations. Nothing herein shall be deemed to direct or restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this Franchise, including any valid ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to control by appropriate regulations the locations, elevation, manner or construction and maintenance of any Facilities by the Franchisee, and the Franchisee shall promptly conform with all such regulations, unless compliance would cause the Franchisee to violate other requirements of the law.

Section 23. Survival. All of the provisions, conditions, and requirements of this Franchise shall be in addition to any and all other obligations and liabilities the Franchisee may have to the City at common law, by statute, or by contract. The provisions, conditions, and requirements of Sections 6, Relocation of Telecommunications Facilities; 7, Undergrounding of Facilities; 8, Work in the Public Ways; 10, Dangerous Conditions; 12, Restoration after Construction; 19, Indemnification; 20, Abandonment and Removal of the Franchisee's Facilities, shall survive the expiration or termination of this Franchise, and any renewals or extensions thereof and remain effective until such time as the Franchisee removes its communication Facilities from the Public Ways, transfers ownership of said Facilities to a third party, or abandons said System in place, all as provided herein. All of the provisions, conditions, regulations and requirements contained in this Franchise shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of the Franchisee and all privileges, as well as all obligations and liabilities of the Franchisee shall inure to its heirs, successors, and assigns equally as if they were specifically mentioned wherever the Franchisee is named herein.

Section 24. Severability. If any section, sentence, clause, or phrase of this Franchise should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Franchise.

Section 25. Assignment. This agreement may not be assigned without the written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed, except that the Franchisee may freely assign this Franchise in whole or part to a parent, subsidiary, or affiliated corporation or as part of any corporate financing, reorganization or refinancing. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, such consent shall not be required unless and until the secured party elects to realize upon the collateral. The Franchisee shall provide prompt, written notice to the City of any such assignment.

In addition, Franchisee may, without the prior written consent of the City

(i) lease the Facilities, or any portion thereof, to another Person, provided, that such other Person shall obtain a City Franchise, if required; or (ii) grant an Indefeasible Right of User Interest in the Facilities, or any portion thereof, to another Person; or (iii) offer or provide capacity or bandwidth in its Facilities to another Person; provided that Franchisee at all times retains exclusive control over such Facilities and remains responsible for locating, servicing, repairing, relocating or removing its facilities pursuant to the terms and conditions of this Franchise.

Section 26. Liability Insurance. Franchisee shall, at its own expense, upon adoption, obtain and maintain throughout the term this Franchise, commercial general liability insurance on an ISO CGL form 00 01 or equivalent with limits of five million dollars ($5,000,000.00) per occurrence and five million dollars ($5,000,000.00) aggregate, with the City included as an additional insured, protecting and saving the City harmless against liability for loss or damage for personal injury, death, or property damage occasioned by the operation of the Franchisee under this Franchise. Franchisee may utilize primary and umbrella excess liability policies to satisfy the preceding per occurrence and aggregate insurance policy limit requirements. The Franchisee shall, within thirty (30) days from the effective date of this Franchise, file with the City Clerk proof of required insurance coverage, in the amounts required in this Section, through a Certificate of Insurance including the additional insured endorsement indicating City coverage required herein. Franchisee shall provide at least thirty (30) days' written notice to the City, filed as above provided, of cancellation of any required coverage that is not replaced. Such additional evidence thereof shall be furnished to the City prior to expiration of any required coverage. In those situations where, through the Franchisee's negligent or intentional acts or omissions, damage has occurred Franchisee's required insurance shall be primary to any City insurance coverage or, in the event the City is self-insured, any Franchisee policy shall afford first dollar protection coverage for risks included in Franchisee's operations. The insurance required under this section may be through a self-insurance fund under which the Franchisee is insured.

Section 27. Legal Action to Enforce Franchise Terms. This Franchise is entered into in Clark County, Washington. In the event that legal action is brought with respect to this Franchise, the State of Washington shall have personal jurisdiction over each of the parties and venue of any such action shall lie in the Superior Court of Clark County. In the event that legal action is brought with respect to this Franchise, the prevailing party shall be awarded its costs and reasonable attorney's fees in an amount to be determined by the Court.

Section 28. Revocation. In accordance with Section 4 herein, this Franchise may be revoked by the City Council by resolution in the event the Franchisee or any of Franchisee's lessees or other users shall fail, after notice or demand, to comply with any provision hereunder following applicable cure periods, but the City shall have no obligation to do so. No forbearance by the City of any term of condition of this franchise in any instance or at any time shall ever comprise a waiver or estoppel of the City's right to enforce said term condition.

Section 29. Notice. Any notice or information required or permitted to be given to the parties under this Franchise may be sent to the following addresses unless otherwise specified:

City:

City Manager
City of Vancouver
PO Box 1995
Vancouver, WA 98668-1995

Franchisee:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #:_; Name:_______ (**State Abbrv**)
Fixed Asset #: ________________
575 Morosgo Drive NE
Atlanta, GA 30324

With a copy to:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Dept – Network Operations
Re: Cell Site #:_; Name:_______ (**State Abbrv**)
Fixed Asset #: ___________________
208 S. Akard Street
Dallas, TX 75202-4206

Notice shall be deemed given upon receipt in the case of personal delivery, three days after deposit in the United States Mail in the case of regular mail, or the next day in the case of overnight delivery.

Section 30. Entire Franchise. This Franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon approval and acceptance of this Franchise.

Section 31. Acceptance. Within 60 days after the passage and approval of this ordinance, this Franchise may be accepted by Franchisee by its filing with the City Clerk its written and sworn unconditional written acceptance and promise to comply with all terms of this Franchise. Failure of the Franchisee to so accept this Franchise within said period of time shall be deemed a rejection thereof, and the rights and privileges herein granted shall, after the expiration of the 60 day period, absolutely cease and determine, unless the time period is extended by ordinance duly passed for that purpose.

Section 32. Effective Date. Subject to compliance with Section 30 of this Ordinance, this ordinance shall become effective five (5) days from and after its final passage by the Vancouver City Council and publication of a summary of the ordinance pursuant to City Charter.

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 __________________________, 2018.

____
Anne McEnerny-Ogle, Mayor

Attest:

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

Approved as to form:

____
E. Bronson Potter, City Attorney

Does not require codification

SUMMARY

ORDINANCE M-_____________

AN ORDINANCE relating to management of the public rights-of-way, granting to New Cingular Wireless PCS, LLC, a Delaware limited liability company, a non-exclusive and revocable franchise to install, operate and maintain a telecommunications system in, on, over, upon along, and across public rights-of-way of the City of Vancouver, Washington, prescribing certain rights, duties, terms and conditions with respect to such franchise; providing for setting an effective date and conditions.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8799, or via www.cityofvancouver.us (Go to City Government and Public Records).

#11

STAFF REPORT NO. 039-18

TO:	Mayor and City Council	**DATE:**	4/02/2018
FROM:	Eric Holmes, City Manager		5/07/2018

Subject: Right-of-Way Franchise Ordinance for Verizon Wireless, LLC

Key Points:

- The proposed franchise ordinance establishes the terms and conditions of the right to construct and maintain telecommunications facilities, including "small cell wireless" facilities, within the City's right-of-way.

Objective: Adopt the proposed franchise ordinance.

Present Situation: Verizon Wireless wishes to occupy and utilize portions of the public rights of-way in the City. A city may require a permit or franchise for the use of its right-of-way for telecommunication facilities (RCW 35.99.030); however, the City may not charge a franchise fee for the franchise (RCW 35.21.860). The proposed ordinance establishes the terms and conditions of the right to construct and maintain telecommunications facilities within the City's right-of-way.

This project involves the deployment of "small cell" wireless network technology, to provide high speed telecommunications services to provider clients in Vancouver. By way of background, developments in wireless network technology and increasing demand for high-speed wireless services have quickly outpaced the capabilities of traditional, macro-cell wireless communications facilities. To address this demand, providers have expressed a desire to deploy new wireless communications facilities located in the public rights-of-way. These "small cell" facilities consist of antenna and equipment typically placed on infrastructure located within the public rights-of-way. Small cell facilities are usually deployed in areas that cannot be effectively served by a traditional macro cell, or areas that may have coverage but not enough capacity.

City staff has worked with Verizon Wireless to negotiate a franchise ordinance which manages the deployments of small cell facilities in a way that balances local aesthetics, character, and public health and safety while also deriving the benefits of these new technologies for the City's residents to the greatest extent practicable.

Advantage(s): The franchise ordinance would formalize and establish the terms and conditions for use of the City's right-of-way by Verizon Wireless.

Disadvantage(s): Additional facilities may present a visual impact to the City's right-of-way.

Budget Impact: None.

Prior Council Review: None.

Action Requested:

1. On Monday, April 2, 2018, approve the proposed franchise ordinance on first reading, setting date of second reading and public hearing for Monday, May 7, 2018.
2. On Monday, May 7, 2018, subject to second reading and public hearing, approve the proposed franchise ordinance.

Attachments: Franchise Ordinance

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To request other formats, please contact:
City Manager's Office
(360) 487-8600 | WA Relay: 711
Amanda.Delapena@cityofvancouver.us

04/02/18
05/07/18

ORDINANCE M - ________

AN ORDINANCE relating to management of the public rights-of-way, granting to Verizon Wireless (VAW) LLC (hereinafter referred to as the "Franchisee"), a Delaware limited liability company, a non-exclusive and revocable franchise to install, operate and maintain a telecommunications system in, on, over, upon, along, and across public rights-of-way of the City of Vancouver, Washington (hereinafter referred to as the "City"), prescribing certain rights, duties, terms and conditions with respect to such franchise; providing for setting an effective date and conditions.

WHEREAS, Franchisee is a telecommunications company that provides wireless communications services; and

WHEREAS, Franchisee has requested that the City grant it the right to install, operate, and maintain a telecommunications system within the public ways of the City; and

WHEREAS, the City Council has found it desirable for the welfare of the City and its residents that such a non-exclusive franchise be granted to the Franchisee; and

WHEREAS, the City Council has the authority, including pursuant to Chapter 35.99 of the Revised Code of Washington (RCW), to grant franchises for the use of its streets and other public properties; and

WHEREAS, the City is willing to grant the rights requested subject to certain terms and conditions authorized by law.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Definitions. For the purposes of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number.

"Affiliate" means an entity that owns or controls, is owned or controlled by, or is under common ownership with the Franchisee.

"City" means the City of Vancouver, Washington, and either or both, as applicable, the person designated by the City.

"Communication System" or "Facilities" shall mean the Franchisee's system of cables, wires, conduits, ducts, pedestals, poles, antennas, transmitters, receivers, backup power supplies, and any associated converter, equipment, or facilities within the City managed and controlled by Franchisee to provide Telecommunications Service, including without limitation those Facilities that are existing or currently planned by Franchisee.

“Cost” means any actual, reasonable, and documented costs, fees, or expenses, including but not limited to attorneys’ fees.

"FCC" means the Federal Communications Commission or any successor governmental entity hereto.

"Franchise" shall mean initial authorization, or renewal thereof, issued by the City, which authorizes construction and operation of the Franchisee's Communication System.

"Franchisee" means Verizon Wireless (VAW) LLC, a Delaware limited liability company.

"Indefeasible Right of User Interest" or "IRU" means a form of acquired capital in a telecommunications system, in which the holder of the interest possesses a right to use the telecommunications system, but not the right to control, maintain, construct or revise the telecommunications system.

"Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

"Public Way" shall mean the surface of, and any space on, above or below, any street, public right-of-way or utility easement for which the City now or hereafter holds any interest and which, consistent with the purpose for which it was acquired or dedicated, may be used for the installation or maintenance of the Communication System. Public Way shall not mean utility easements dedicated for a specific utility system or systems and not specifically identifying telecommunications as a permitted use within the easement.

"Service Area" means the present municipal boundaries of the City, and shall include any additions thereto by annexation or other legal means.

“Small Cell Equipment” means Franchisee’s Communication Systems or Facilities attached, mounted, on installed on a proprietary or leased pole located in the Public Ways of the City used to provide telecommunications services. This definition shall include new types of small cell equipment that may evolve or be adopted using wireless technologies.

“Small Cell Site” means a location in the Public Ways of the City selected for Franchisee’s deployment of small cell equipment.

"Subscriber" or "Customer" means a Person who lawfully receives Telecommunication Services from the Communications System with the Franchisee's express permission.

"Telecommunications Service" shall mean any "telecommunications service" as defined by RCW 35.99.010(7), excluding "cable television service" as defined by RWC 35.99.010(1).

Section 2. Authority Granted. The City hereby grants to the Franchisee, its heirs, successors, legal representatives, and assigns, subject to the terms and conditions hereinafter set forth, a nonexclusive Franchise within the Service Area which authorizes the Franchisee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Public Ways, now in existence and as may be created or established during the term of this Franchise, any Facilities necessary for the maintenance and operation of a Communication System. The authority granted herein is a limited authorization to occupy and use of Public Ways of the City for the purpose of providing telecommunications services. Nothing contained herein shall be construed to grant, warrant or convey any right, title, or interest in the public rights-of-way of the City to the Franchisee.

Section 3. Grant Limited to Occupation and Service. Nothing contained herein shall be construed to grant or convey to the Franchisee or warrant any right, title, or interest in the Public Ways.

Section 4. Term of Franchise. The first term of this Franchise shall be for an initial period of ten (10) years from the date of acceptance, unless sooner terminated. Thereafter, this Franchise may be renewed for one additional five (5) year term unless Franchisee notifies the City of its intent to terminate or renegotiate the Franchise at least ninety (90) days prior to expiration of the the initial ten (10) year term. Either party may terminate this Franchise upon sixty (60) days prior written notice to the other party upon a default of any term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, or if such default is not curable within sixty (60) days, if the defaulting party fails to commence such cure within sixty (60) days or fails thereafter diligently to prosecute such cure to completion, provided that the grace period for any monetary default shall be ten (10) days from receipt of written notice. Notwithstanding anything to the contrary herein, Franchisee may remove its Facilities at any time, with or without cause upon notice to the City, subject to restoration as provided in Section 12.

Section 5. Non-Exclusive Grant. This Franchise shall not in any manner prevent the City from entering into other similar agreements or granting other or further franchises in, under, on, across, over, through, along or below any of said Public Ways of the City, provided that the City will not knowingly, unreasonably interfere with the use and placement of Franchisee's existing Facilities. Further, this Franchise shall in no way prevent or prohibit the City from using any of its Public Ways or affect its jurisdiction over them or any part of them, and the City shall retain power to make all necessary reasonable changes, relocations, repairs, maintenance, establishment, improvement, dedication of the same as the City may deem fit, including the dedication, establishment, maintenance, and improvement of all new Public Ways, and in compliance with Section 8, below.

Section 6. Relocation of Communications System. The Franchisee agrees to relocate its Facilities as provided by the Vancouver Municipal Code (VMC) as it currently exists (See: VMC 11.50.120) or may hereinafter be amended or replaced; provided, however, that the Franchisee shall have received one hundred twenty (120) days' advance written notice. Upon the request of the City, in order to facilitate the design and construction of City projects, the Franchisee agrees to, at its sole cost and expense, locate, and if reasonably determined necessary by the City, to excavate and expose portions of its communication Facilities for inspection so that the location of same may be taken into account in the improvement design, PROVIDED that, Franchisee shall not be required to excavate and expose its Facilities if the Franchisee provides as-built plans and maps of its Facilities that are reasonably determined by the City to be adequate for purposes of this paragraph. The decision to require the relocation of Facilities in order to accommodate the City's projects shall be made by the City upon review of the location and construction of the Franchisee's Facilities.

Section 7. Undergrounding of Facilities. In any area of the City in which there are no aerial facilities other than antennas or other equipment required to remain above ground in order to be functional, or in any Public Ways in which all telephone, electric power wires and cables have been placed underground, the Franchisee shall not be permitted to erect poles or to run or suspend wires, cables or other Facilities thereon, unless required to do so by the City, but shall lay such wires, cables or other Facilities underground in the manner required by the City.

Whenever the City or other governmental entity requires or initiates undergrounding of aerial utilities in any area of the City, the Franchisee shall underground its Facilities (excluding antennas, equipment cabinets, cabling and other equipment that must be above-ground in order to be functional) in the manner specified by the City, concurrently with and in the area of all the other affected utilities. The location of any such relocated and underground Facilities shall be approved by the City. In the event that Franchisee Facilities must be above-ground in order to be functional, Franchisee agrees to work with the City Public Works department, or designee, to approve design concepts and the use of camouflage or stealth materials, as reasonably necessary to blend its above-ground installations with the overall character of locations selected as small cell sites. The Franchisee is encouraged to contact and agree with other affected utilities so that all costs for common trenching, common utility vaults and other costs not specifically attributable to the undergrounding of any particular facility are shared fairly and proportionately by all the utilities involved in the underground project. The costs of the undergrounding of Facilities shall be as provided in RCW 35.99.060 as existing or hereinafter amended.

Section 8. Work Within Public Ways. The Franchisee agrees to undertake all work related to the installation, construction or maintenance of its Facilities within the Public Ways in compliance with state and local law as now existing or hereinafter enacted. The local laws include, without limitation:

Chapter 11.50 VMC Utilities in the Right-of-Way

Chapter 11.60 VMC Street Use Permits

Chapter 11.80 VMC Street and Development Standards

Chapter 11.90 VMC Construction in the Right-of-Way

Section 9. Emergency Work -- Permit Waiver. In the event of any emergency in which any of the Franchisee's Facilities located in, above, or under any Public Way breaks, are damaged, or if the Franchisee's construction area is otherwise in such a condition as to immediately endanger the property, life, health, or safety of any individual, the Franchisee shall immediately take the proper emergency measures to repair its Facilities, to cure or remedy the dangerous conditions for the protection of property, life, health, or safety of individuals without first applying for and obtaining a Construction Permit as required by this Franchise. However, this shall not relieve the Franchisee from the requirement of notifying the City of the emergency work and obtaining any permits necessary for this purpose after the emergency work. The Franchisee shall notify the City by telephone immediately upon learning of the emergency and shall apply for all required permits not later than the second succeeding day during which the City's Public Works Department Offices are open for business.

The City retains the right and privilege to cut or move any Facilities located within the Public Ways of the City, as the City may determine to be necessary, appropriate or useful in response to any public health or safety emergency. The City shall not be liable to the Franchisee or any other party for any direct, indirect, or any other such damages suffered by any person or entity of any type as a direct or indirect result of the City's actions under this Section, unless such damages are caused by the City's negligence or willful misconduct.

City shall provide Franchisee reasonable advance written notice which notice shall not be less than forty-eight (48) hours, of its intent to inspect the Facilities except in the event of emergency when safety considerations justify the need for immediate inspection without delay.

Section 10. Dangerous Conditions, Authority for City to Abate, and Graffiti Removal. Whenever construction, installation, or excavation of Facilities authorized by this Franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining public way, street, or public place, or endangers the public, street utilities, or City-owned property, the Public Works Director may direct the Franchisee, at the Franchisee's own expense, to take action to protect the public, adjacent public places, City-owned property, streets, utilities, and Public Ways. Such action may include compliance within a prescribed time.

In the event that the Franchisee fails or refuses to promptly take the actions directed by the City, or fails to comply with such directions, or if emergency conditions exist which require immediate action, the City may enter upon the property and take such actions as are necessary to protect the public, the adjacent streets, utilities, public ways, to maintain the lateral support thereof, or actions regarded as necessary safety precautions;

and the Franchisee shall be liable to the City for the costs thereof. The provisions of this Section shall survive the expiration, revocation, or termination of this Franchise.

Within the earlier of forty-eight (48) hours after discovery of the graffiti, as defined by Vancouver Municipal Code 8.21.010(D), by Franchisee or receipt of notice from the City, Franchisee shall remove any graffiti on any part of its facilities, including, by way of example and not limitation, equipment cabinets. If Franchisee fails to do so, the City may remove the graffiti and bill Franchisee for the cost thereof.

Section 11. The Franchisee's Maps and Records. Upon acceptance and thereafter as construction is completed, the Franchisee shall provide the City with accurate copies of all as-built plans and maps in a form and content prescribed by the City. These plans and maps shall be provided at no cost to the City.

The Franchisee shall supply and maintain updated, at no cost and locally available, any information reasonably requested by the City to coordinate municipal functions with the Franchisee's activities and fulfill any municipal obligations under state law. Said information may include, but is not limited to, any installation inventory, location of existing or planned facilities, maps, plans, operational data, and as-built drawings of Franchisee's installations in the City. Said information may additionally include, but is not limited to, the GIS coordinates of small cell sites, the date of installation, type of pole used for installation, pole owner, and description of small cell equipment used at each small cell site. Said information may be requested either in hard copy and/or electronic format compatible with the City's data base system, as now or hereafter existing. Franchisee shall keep the City reasonably informed of its long-range plans for coordination with the City's long-range plans.

If the Franchisee informs the City that any information to be provided pursuant to this paragraph is confidential, or proprietary, a trade secret, or otherwise entitled to protection from disclosure, then, subject to the Public Records Act, the City will not disclose such information to any third party without first giving the Franchisee ten (10) days prior written notice of the City's intent to do so in order to give the Franchisee, at its sole expense, the opportunity to seek judicial protection. In such instance, the Franchisee will reimburse the City for all actual, reasonable, and documented attorneys' fees and costs, and any penalties, attorneys' fees, and costs awarded, as a result of not disclosing such information.

Section 12. Restoration after Construction or Damage. The Franchisee shall, after installation, construction, relocation, maintenance, removal, or repair of its communication Facilities within the Public Ways, restore the surface of said Public Ways and any other City-owned property which may be disturbed by the work, to at least the same condition the Public Way or City-owned property was in immediately prior to any such installation, construction, relocation, maintenance, or repair, reasonable wear and tear excepted. Said restorations shall be done in conformance with the most recent edition of City ordinances and standards. The City shall have final approval of the condition of such Public Ways and City-owned property after restoration. The Franchisee agrees to promptly complete all restoration work and to promptly repair any damage caused by such work to the Public Ways or other affected areas and City-owned property at its sole cost and expense and shall be responsible for said restoration work and repair of damage done by Franchisee to City facilities for the life of the Franchisee's Facility. Franchisee also agrees to restore all other existing facilities and/or property affected by Franchisee's work, at its sole cost and expense.

Section 13. Recovery of Costs. The Franchisee shall be subject to all permit fees reflecting actual, reasonable, and documented administrative costs associated with activities undertaken through the authority granted in this Franchise or under the laws of the City. Where the City incurs costs and expenses for review, inspection, or supervision of activities undertaken through the authority granted in this Franchise or any ordinances relating to the subject, for which a fee is not established, the Franchisee shall reimburse the City directly for any and all actual, reasonable, and documented costs, after receipt of an itemized bill.

In addition to the above, the Franchisee shall promptly reimburse the City for any and all reasonable costs the City incurs in response to any emergency involving the Franchisee's communication Facilities, after receipt of an itemized bill. All billings will be itemized as to specifically identify the costs and expenses for each project for which the City claims reimbursement. The billing may be on an annual basis, but the City shall provide the Franchise with the City's itemization of costs at the conclusion of each project for information purposes.

Section 14. City's Reservation of Rights. Pursuant to RCW 35.21.860 the City may recover from Franchisee its actual administrative expenses as well as any applicable tax authorized by RCW 35.21.865. This Franchise is premised upon the City and Franchisee's agreement that either Franchisee is a “service provider” as used in RCW 35.21.860 and defined in RCW 35.99.010(6) or Franchisee’s Telecommunications Services fall within the definition of “telephone business” set forth in RCW 82.16.010(6)(b)(iii). As such, the rights granted under this Franchise are not conditioned upon payment of a franchise fee or other compensation for use of the Public Ways. Provided, however, that the Franchisee's exercise of the rights granted in this Franchise are conditioned upon reimbursement for actual, reasonable, and documented administrative costs including as set forth for use of City-owned poles, if any, and payment of any other fee set forth herein. The City hereby reserves its right to impose a fee on the Franchisee, to the extent authorized by law, for purposes other than to recover its administrative expenses, in the event that (1) statutory prohibitions on the imposition of such fees are removed, or that (2) Franchisee no longer falls within the definition of “service provider” in RCW 35.99.010(6) and Franchisee’s Telecommunications Services fall outside the definition of “telephone business” in RCW 82.16.010(7)(b)(iii). Under those circumstances, the City also reserves its right to require that the Franchisee obtain a separate Agreement for its change in use, which Agreement may include provisions intended to regulate the Franchisee's operations, as allowed under applicable law. Nothing in this Franchise shall limit the City’s right of taxation as authorized by law.

Section 15. Small Cell Site Location. Franchisee’s small cell equipment may be installed on City owned poles under the terms of a separate license agreement between the Franchisee and the City, on utility poles under the terms of an agreement with the owner of such poles, or on Franchisee proprietary poles in the Public Ways of the City.

Prior to finalizing a small cell site location, Franchisee shall work with the City Public Works department, or designee, to approve small cell site installations and potential design modifications appropriate for the installation, including but not limited to, design concepts and the use of camouflage or stealth materials, as reasonably necessary to blend its installations with the overall character of locations selected as small cell sites.

Placement of Franchisee small cell equipment is conditioned upon the availability of sufficient right-of-way at the proposed small cell site, and minimum pedestrian and Americans with Disabilities Act (ADA) passage along a sidewalk of at least 48 inches of unobstructed space along all sidewalks within the City, Franchisee understands and acknowledges that the City has a legitimate interest in preserving the character and aesthetics of the City of Vancouver, WA downtown core areas as described in the Vancouver City Center Vision Subarea Plan, and shall not place any small cell equipment within said downtown core area without first receiving approval from the City Public Works department, or designee, which shall not be unreasonably withheld, conditioned, or delayed, to approve design concepts and the use of camouflage or stealth materials, as reasonably necessary to blend its small cell site installations with the overall character of locations selected in the City's downtown core areas.

Section 16. Utility Owned Poles. The parties acknowledge that the poles which the Franchisee desires to use for the location of its small cell equipment are poles owned by a third party or parties, and that Franchisee has entered or shall enter into an agreement with the third party or parties, setting forth the terms and conditions under which the Franchisee shall be permitted to do so.

Section 17. City Owned Poles. In the event Franchisee desires to use City poles or other infrastructure for the location of its small cell equipment, such use will be determined on a case-by-case basis pursuant to a separate license agreement between Franchisee and the City, setting forth the terms and conditions under which the Franchisee shall be permitted to do so, including but not limited to, whether the current infrastructure is sufficient to address structural loading requirements for the small cell equipment, ownership and maintenance of the infrastructure, and small cell equipment design standards.

Franchisee shall comply with all relevant legal requirements for connecting small cell equipment to electricity and telecommunications service. The City is not responsible for providing electricity or transport connectivity to Franchisee.

This Franchise Agreement does not authorize the co-location of small cell equipment on any City poles or other infrastructure. To the extent there is an interest by multiple providers to install small cell equipment on any City poles or other infrastructure, access to small cell equipment on any City poles or other infrastructure will be determined on a first-come first-serve basis. Exceptions may be granted by the City based on Franchisee's network demand considerations and the unavailability of alternative small cell sites.

Section 18. Vacation of Right of Way. The process for the vacation of rights of way is provided for in City code, currently chapter 11.05 VMC. The City will endeavor to follow the process provided for in the code. If at any time the City, by ordinance, vacates all or any portion of the area affected by this Franchise, the City shall not be liable for any damages or loss to the Franchisee by reason of such vacation. The Franchisee shall remove its Facilities from any vacated right of way unless such vacation provides for the continuing right of the Facilities to exist within the vacated area.

Section 19. Indemnification and Waiver.

A. Franchisee hereby releases and covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers, employees, agents and representatives from any and all claims, costs, judgments, awards or liability to any person for injury, sickness, or death of any person or damage to any property or interests:

1. Arising as a result of the acts or omissions of Franchisee, its agents, servants, officers or employees or the construction, placement, operation or maintenance of Facilities in the Public Ways; or

2. Based on the City's inspection or lack of inspection of work performed by Franchisee, its agents and servants, officers or employees in connection with work authorized

on the Public Ways or property over which the City has control pursuant to this Franchise or pursuant to any other permit or approval issued in connection with this Franchise;

B. The provisions of Subsection A of this Section shall apply to claims by Franchisee's own employees and the employees of the Franchisee's agents, representatives, contractors, and subcontractors to which Franchisee might otherwise be immune under Title 51 RCW. This waiver of immunity under Title 51 RCW has been mutually negotiated by the parties hereto, and Franchisee acknowledges that the City would not enter into this Franchise without Franchisee's waiver thereof.

C. Inspection or acceptance by the City of any work performed by the Franchisee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Provided that Franchisee has been given prior written notice by the City of any such claim, said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised with Franchisee's consent prior to the culmination of any litigation or the institution of any litigation. The City has the right to defend or participate in the defense of any such claim, and has the right to approve any settlement or other compromise of any such claim, provided that Franchisee shall not be liable for such settlement or other compromise unless it has consented thereto.

D. The obligations of Franchisee under the indemnification provisions of this Section shall apply regardless of whether liability for damages arises out of bodily injury to persons or damages to property, except to the extent that such claims, actions, damages, costs, expenses, and attorney’s fees were caused by the negligence or willful misconduct of the City. In the event that a court of competent jurisdiction determines that this Franchise is subject to the provisions

RCW 4.24.115, the parties agree that the indemnity provisions hereunder shall be deemed amended to conform to said statute and liability shall be allocated as provided therein.

E. Notwithstanding any other provisions of this Section, Franchisee assumes the risk of damage to its Facilities located in the Public Ways and upon City-owned property from such activities conducted by the City, its officers, agents, employees and contractors, except to the extent any such damage or destruction is caused by or arises from the negligent, willful or malicious action on the part of the City, its officers, agents, employees or contractors. Franchisee releases and waives any and all such claims against the City, its officers, agents, employees or contractors. Franchisee further agrees to indemnify, hold harmless and defend the City against any claims for damages, including, but not limited to, business interruption damages and lost profits, brought by or under users of Franchisee's Facilities as the result of any interruption of service due to damage or destruction of Franchisee's Facilities caused by or arising out of activities conducted by the City, its officers, agents, employees or contractors, except to the extent any such damage or destruction is caused by or arises from the negligent, willful or malicious actions on the part of the City, its officers, agents, employees or contractors.

F. Notwithstanding anything contained herein to the contrary, other than in connection with the foregoing third party claims indemnification and damages incurred for breach of confidentiality, neither party shall be liable to the other for consequential, incidental, special or indirect damages.

Section 20. Abandonment and Removal of Franchisee's Communication Facilities. Upon the expiration, termination, or revocation of the rights granted under this Franchise, or upon the removal of any Facility from service, the Franchisee shall remove the Facility or Facilities from the Public Ways of the City within 90 days of receiving notice from the City. If the Franchisee fails to remove its Facilities, the City may declare said Facilities to be the property of the City.

In the alternative, the City may, in its sole discretion, permit the Franchisee to abandon its Facilities in place, upon such terms and conditions as the City may reasonably prescribe by written notice. Upon agreement by the Franchisee, ownership of the Facilities shall be transferred to the City and the Franchisee shall submit to the City the necessary transfer documents. If the Franchisee does not transfer ownership within 90 days of receiving notice from the City, the City may commence legal action to enforce the transfer.

In the event that the City does not grant the Franchisee permission to abandon the Facilities or the Franchisee does not comply with the terms and conditions set by the City for such abandonment, the City may elect, in its sole discretion to declare the Facilities permanently abandoned and assume ownership of the Facilities; proceed with legal action to compel the Franchisee to remove such Facilities; or remove the Facilities and recover the costs of such removal from the Franchisee.

Section 21. Modification. The City and the Franchisee hereby reserve the right to alter, amend or modify the terms and conditions of this Franchise Agreement upon the written agreement of both parties to such alteration, amendment or modification. Said modifications shall be expressed by ordinance of the City Council passed for that purpose and accepted by the Franchisee consistent with Section 31 of this Franchise Agreement.

Section 22. City Ordinances and Regulations. Nothing herein shall be deemed to direct or restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this Franchise, including any valid ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to control by appropriate regulations the locations, elevation, manner or construction and maintenance of any Facilities by the Franchisee, and the Franchisee shall promptly conform with all such regulations, unless compliance would cause the Franchisee to violate other requirements of the law.

Section 23. Survival. All of the provisions, conditions, and requirements of this Franchise shall be in addition to any and all other obligations and liabilities the Franchisee may have to the City at common law, by statute, or by contract. The provisions, conditions, and requirements of Sections 6, Relocation of Telecommunications Facilities; 7, Undergrounding of Facilities; 8, Work in the Public Ways; 10, Dangerous Conditions; 12, Restoration after Construction; 19, Indemnification; 20, Abandonment and Removal of the Franchisee's Facilities, shall survive the expiration or termination of this Franchise, and any renewals or extensions thereof and remain effective until such time as the Franchisee removes its communication Facilities from the Public Ways, transfers ownership of said Facilities to a third party, or abandons said System in place, all as provided herein. All of the provisions, conditions, regulations and requirements contained in this Franchise shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of the Franchisee and all privileges, as well as all obligations and liabilities of the Franchisee shall inure to its heirs, successors, and assigns equally as if they were specifically mentioned wherever the Franchisee is named herein.

Section 24. Severability. If any section, sentence, clause, or phrase of this Franchise should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Franchise.

Section 25. Assignment. This agreement may not be assigned without the written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed, except that the Franchisee may freely assign this Franchise in whole or part to a parent, subsidiary, or affiliated corporation or as part of any corporate financing, reorganization or refinancing. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, such consent shall not be required unless and until the secured party elects to realize upon the collateral. The Franchisee shall provide prompt, written notice to the City of any such assignment.

In addition, Franchisee may, without the prior written consent of the City

(i) lease the Facilities, or any portion thereof, to another Person, provided, that such other Person shall obtain a City Franchise, if required; or (ii) grant an Indefeasible Right of User Interest in the Facilities, or any portion thereof, to another Person; or (iii) offer or provide capacity or bandwidth in its Facilities to another Person; provided that Franchisee at all times retains exclusive control over such Facilities and remains responsible for locating, servicing, repairing, relocating or removing its facilities pursuant to the terms and conditions of this Franchise.

Section 26. Liability Insurance. Franchisee shall, at its own expense, upon adoption, obtain and maintain throughout the term this Franchise, a commercial general liability insurance policy with limits of five million dollars ($5,000,000.00) per occurrence for bodily injury and property damage and five million dollars ($5,000,000.00) general aggregate, with the City included as an additional insured as their interst may appear under this Agreement, protecting and saving the City harmless against liability for loss or damage for bodily injury, (including death), or property damage occasioned by the operation of the Franchisee under this Franchise.

The Franchisee shall, within thirty (30) days from the effective date of this Franchise, file with the City Clerk proof of continued insurance coverage, in the amounts required in this Section, through a Certificate of Insurance including the blanket additional insured endorsement indicating City coverage required herein, Upon receipt of notice from its insurer(s) Franchisee shall use commercially reasonable effort to provide the City with thirty (30) days' prior written notice of cancellation of any coverage required herein. Such additional evidence thereof shall be furnished to the City from time to time as it shall require. In those situations where, through the Franchisee's negligent or intentional acts or omissions, damage has occurred Franchisee's insurance shall be primary to any City insurance coverage or, in the event the City is self-insured, any Franchisee policy shall afford first dollar protection coverage for risks included in Franchisee's operations. The insurance required under this section may be through a utility self-insurance fund under which the Franchisee is insured.

Section 27. <u>Legal Action to Enforce Franchise Terms.</u> This Franchise is entered into in Clark County, Washington. In the event that legal action is brought with respect to this Franchise, the State of Washington shall have personal jurisdiction over each of the parties and venue of any such action shall lie in the Superior Court of Clark County. In the event that legal action is brought with respect to this Franchise, the prevailing party shall be awarded its costs and reasonable attorney's fees in an amount to be determined by the Court.

Section 28. <u>Revocation</u>. In accordance with Section 4 herein, this Franchise may be revoked by the City Council by resolution in the event the Franchisee or any of Franchisee's lessees or other users shall fail, after notice or demand, to comply with any provision hereunder following applicable cure periods, but the City shall have no obligation to do so. No forbearance by the City of any term of condition of this franchise in any instance or at any time shall ever comprise a waiver or estoppel of the City's right to enforce said term condition.

Section 29. Notice. Any notice or information required or permitted to be given to the parties under this Franchise may be sent to the following addresses unless otherwise specified:

City:
City Manager
City of Vancouver
PO Box 1995
Vancouver, WA 98668-1995

Franchisee:
Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
Attn: Network Real Estate
180 Washington Valley Road
Bedminster, New Jersey 07921

with an additional copy to:

With a copy to:
Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
Attn: Pacific Market General Counsel
15505 Sand Canyon Avenue
Irvine, CA 92618

Notice shall be deemed given upon receipt in the case of personal delivery, three days after deposit in the United States Mail in the case of regular mail, or the next day in the case of overnight delivery.

Section 30. Entire Franchise. This Franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon approval and acceptance of this Franchise.

Section 31. Acceptance. Within 60 days after the passage and approval of this ordinance, this Franchise may be accepted by Franchisee by its filing with the City Clerk its written and sworn unconditional written acceptance and promise to comply with all terms of this

Franchise. Failure of the Franchisee to so accept this Franchise within said period of time shall be deemed a rejection thereof, and the rights and privileges herein granted shall, after the expiration of the 60 day period, absolutely cease and determine, unless the time period is extended by ordinance duly passed for that purpose.

Section 32. Effective Date. Subject to compliance with Section 30 of this Ordinance, this ordinance shall become effective five (5) days from and after its final passage by the Vancouver City Council and publication of a summary of the ordinance pursuant to City Charter.

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 _________________________, 2018.

____
Anne McEnerny-Ogle, Mayor

Attest:

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

Approved as to form:

____
E. Bronson Potter, City Attorney

SUMMARY

ORDINANCE M-_____________

AN ORDINANCE relating to management of the public rights-of-way, granting to Verizon Wireless (VAW) LLC, a Delaware Limited Liability Company, a non-exclusive and revocable franchise to install, operate and maintain a telecommunications system in, on, over, upon along, and across public rights-of-way of the City of Vancouver, Washington, prescribing certain rights, duties, terms and conditions with respect to such franchise; providing for setting an effective date and conditions.

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).