

Urban Forestry Commission Update

VANCOUVER
CITY HALL



April 9, 2018

Vancouver City Council Workshop

Charles Ray, Urban Forester

Susan Sanders, Urban Forestry Commission

Susan Law, Urban Forestry Commission

Presentation Overview

Today's Agenda

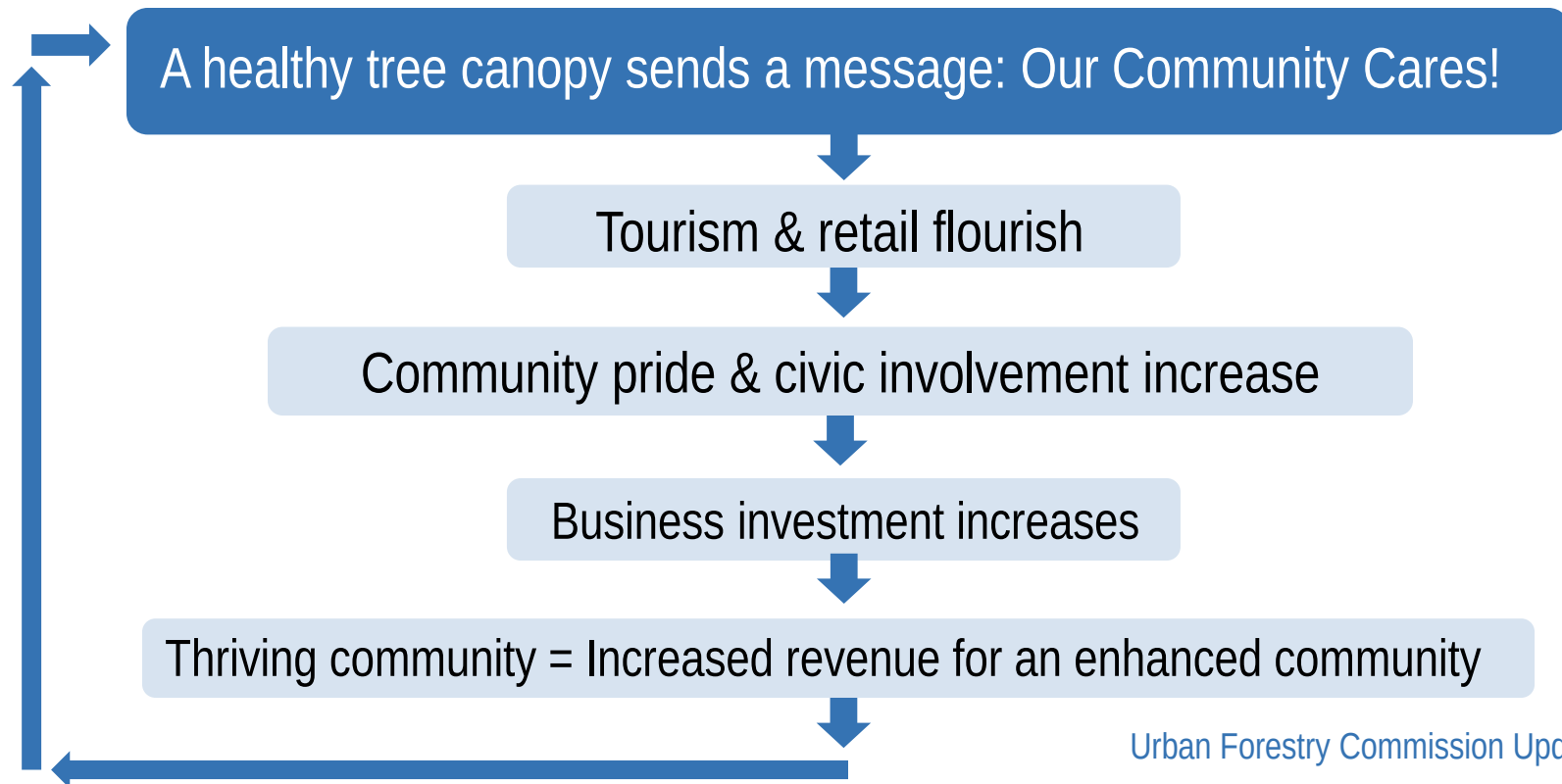
- Why We Value Trees
- Highlights of Urban Forestry's 2017 Annual Report
- Commission's Subcommittees
- Heritage Tree Program
- Arbor Day 2018

Trees. Worth Our Time & Resources

- Part of our infrastructure
- Vital to community health
- Our legacy for the future
- Positive business impacts
- Overall wise community investment with high yields



Trees. Worth Our Time & Resources



2017 Urban Forestry Annual Report

- Responded to 1,097 site visits
- Branched out to 5,080 individuals
- Planted/Maintained 1,212 large trees with a survival rate of 97%



2017 Urban Forestry Annual Report



- 1,762 individuals volunteered more than 4,413 hours
- Urban Forestry Commission volunteered 639 hours



Urban Forestry Commission Subcommittees

- Corridor Subcommittee
- Partnership Subcommittee
- Outreach Subcommittee



Heritage Tree Program

VMC 20.770.120

- Preserve & Recognize
- Current inventory:
27 trees or groves
- New Heritage Trees:
Designation in fall 2018



Old Apple Tree, Heritage Tree

Heritage Tree Program

Ongoing Nomination Process

- ✓ Good condition
- ✓ Meets any one or more of criteria
- ✓ Property owner consent



Officers Row, Heritage Tree Grove

Urban Forestry Commission Update- 9

Arbor Day 2018 “Planting Roots in Our Community”

Noon, Wednesday, April 11 at
Mayor's Grove, Marshall Park

- 29 years as Tree City USA
- Planting of Mayor's tree
- Roosevelt Elementary students will join in the celebration



The Bottom Line...

- Shared tree benefits depend upon healthy tree canopy
- Healthy tree canopy requires ongoing care & effort
- Quality care depends on all of us



Our Trees. Our Future



Questions and Discussion

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Culture, Arts and Heritage Plan Draft

VANCOUVER
CITY HALL



City Council Workshop

April 9, 2018

Jeanette (Jan) Bader

Program & Policy Development Manager

Presentation Overview

- Process
- Economic impact
- Best practices
- Action items
- Ticket to entry
- Funding options
- Next steps



Culture, Arts and Heritage Plan Development

2016-22 Strategic Plan Action 5.2.1 Update the Cultural Plan

- Consultants: BDS Planning and Framework
- 25-member Advisory Committee with representatives from local cultural, art & heritage community



Cultural, Arts and Heritage Plan Development



- ✓ Stakeholder interviews
- ✓ Assessment of assets and gaps
- ✓ Review of comparable cities
- ✓ Focus groups
- ✓ Draft of plan
- ✓ Stakeholder group outreach

Vision

Bringing together the diverse interests and talents of Vancouver, we will integrate culture, arts and heritage into the daily life of our community.

We will steward the exceptional assets of Vancouver's heritage and natural settings, making contributions that enhance the identity of Vancouver, welcome all community members and visitors, strengthen the local economy and improve the quality of life.

Arts and Economic Prosperity

Arts and culture is a major subtopic of economic development being discussed by cities across the U.S.

TOP 5

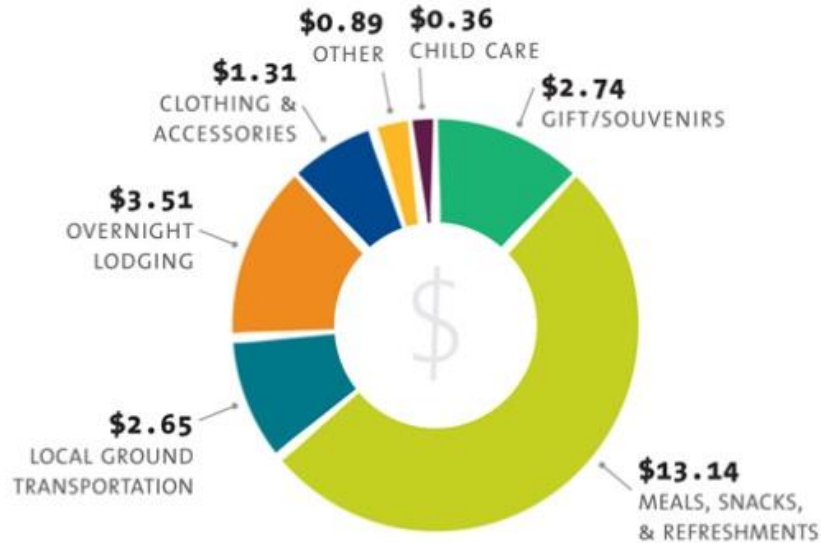
ECON. DEVELOPMENT SUB-TOPICS



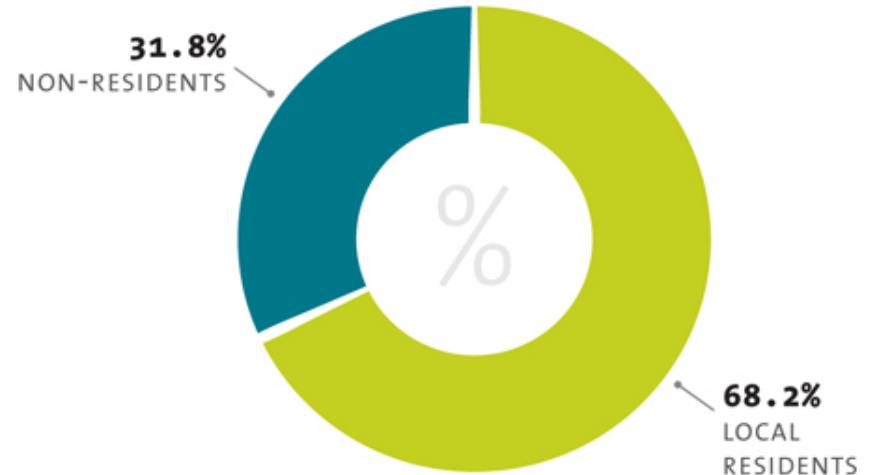
Source: National League of Cities 2017 State of the Cities report

Arts and Economic Prosperity

AVERAGE PER PERSON AUDIENCE EXPENDITURES: \$24.60



LOCAL VS. NONLOCAL AUDIENCES

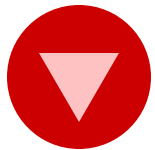


Arts and Economic Prosperity

How is Vancouver doing?



Vancouver's Creative Vitality Index (CVI) has improved from 0.74 (2012) to 0.81 (2018)



We are still below the U.S. baseline CVI rating of 1.0 and Washington State's CVI rating of 1.02

Other Cities: Best Practices for Success

- **Champions:** Strong leadership, particularly from elected officials
- **Staffing:** Dedicated City staff
- **Budget:** City funding committed for culture, arts and heritage programs through the general fund and/or a dedicated source of revenue
- **Community:** A volunteer advisory commission/council plays an important role

Building Cultural Capacity: Actions



Objective 1: Renewed Focus Among City Leadership

- Staff to coordinate and champion the City's cultural programs
- Facilitate presence of elected and staff leadership at cultural events
- Update the "Creative Vitality Index" which measures the contribution of the creative economy [DONE]

Building Cultural Capacity: Actions

Objective 2: Engage Community Leaders

- Re-establish the City's Cultural Commission
- Partner with the Clark County Arts Commission to expand awareness of art and cultural programs
- Increase outreach and education by the Historic Preservation Commission
- Assist with building capacity in community based cultural organizations

Building Cultural Capacity: Actions

Objective 3: Expand City-supported Programs

- Create a public art program with installations throughout the City
- Expand the Summer Concert series
- Restore the Cultural Grant program
- Create internships for youth in cultural and/or special event programs

Building Cultural Capacity: Actions

Objective 3: Expand City-supported Programs

- Partner to provide space for arts and dance classes at the community centers
- Work with other City departments to infuse art throughout the City's infrastructure



Building Cultural Capacity: Actions

Objective 4: Infuse Culture Into Residents Daily Lives

- Leverage use of City's web-based calendar of events
- Use CTVV to bring cultural programming to a broader community audience
- Expand the City Hall rotating art exhibits to other City buildings
- Expand Neighborhood Grant Program to include art, culture and heritage projects

Building Cultural Capacity: Actions

Objective 4: Infuse Culture Into Residents Daily Lives

- Create honors and awards programs to celebrate individuals and organizations in arts and heritage
- Encourage broader use of City policy that allows art in the public right-of-way



Strengthening the Cultural Core: Actions

Objective 1: Fully Leverage the Arts District

- Reconfigure the boundaries to enhance marketability
- Focus on developing the economic benefits of the Arts District for the City and for local artists
- Market the district through a staff position at the VDA or a new organization to manage the Arts District
- Implement art-based streetscape improvements

Strengthening the Cultural Core: Actions

Objective 2: Celebrate Downtown's Heritage

- Explore designating downtown as a historic district
- Make physical improvements (interpretive panels, etc.) to a designated historic loop
- Update the City's "Downtown Design Guidelines"
- Complete renovations of Clark County Historical Museum



Strengthening the Cultural Core: Actions

Objective 3: Enhance Connections to Fort Vancouver

- Leverage City communications tools to promote activities at the Fort
- Partner with the Park Service on a multi-cultural center in the South Barracks
- Refurbish the Land Bridge



Strengthening the Cultural Core: Actions

Objective 4: Amplify Identity as a Waterfront City

- Use art and streetscape improvements to connection downtown with the waterfront
- Historical interpretive signage on the waterfront park and trail
- Support development of Port's Terminal 1 Public Market



Strengthening the Cultural Core: Actions



Objective 5: Promote Downtown, the Waterfront and the Fort as Unique Vancouver Assets

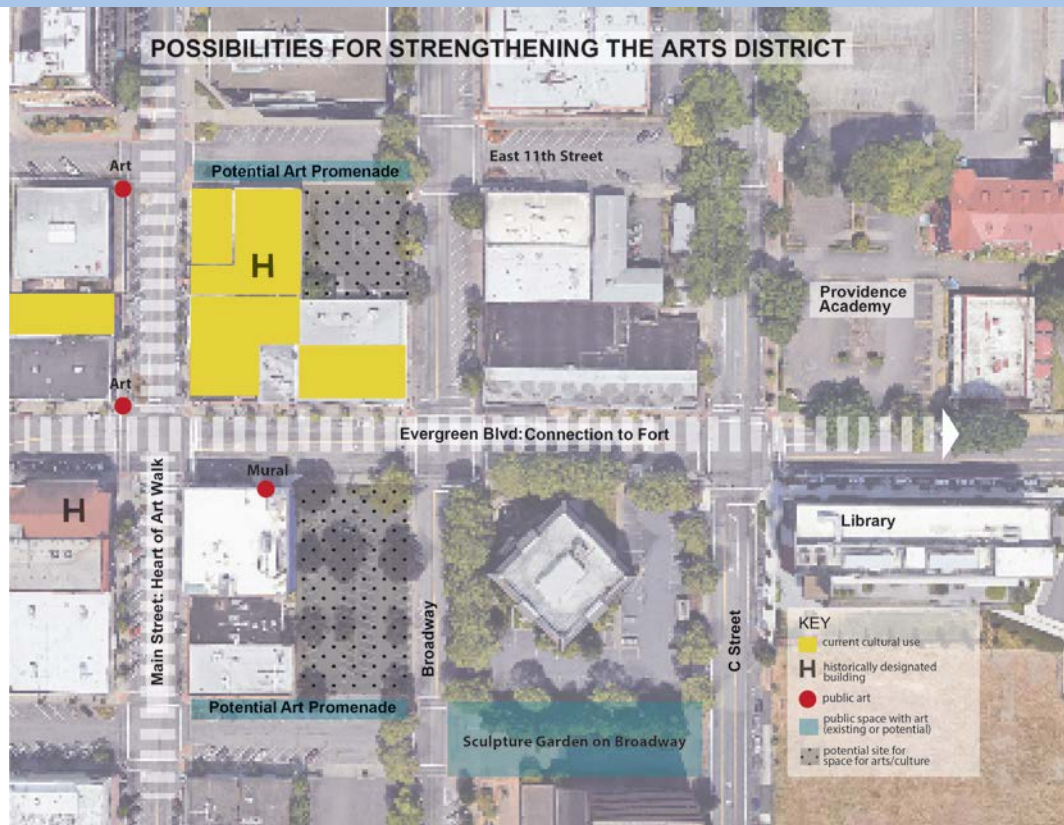
- Partner with Visit Vancouver to highlight opportunities in cultural core
- Expand the “MyVancouver” app to include more cultural and heritage locations and activities

Expanding Cultural Space: Actions

Objective 1- Expand Space for Performing Arts

- Identify property in the Arts District to renovate to create a hub for performing and visual arts
- Incentivize including arts space in new developments
- Partner with Clark College as a space for the arts
- Maintain an inventory of available performing space
- Support building a performing art center that would accommodate large scale performances

Expanding Cultural Space: Actions



Expanding Cultural Space: Actions

Objective 2: Space for Art Making, Teaching and Display

- Renovate Slocum House to including meeting and commercial space for arts
- Support renovation of the Post Hospital for revenue generation and its historic value



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Expanding Cultural Space: Actions

Objective 3: Affordable Living Space for Artists

- Work with an organization with expertise in developing artist housing
- Dedicate a portion of the Historic Reserve property to makers or live/work artist space



Expanding Cultural Space: Actions



Objective 4: Facilitate Artists Securing Space

- Create a digital clearinghouse to match space and artists
- Build capacity among artists as tenants and entrepreneurs
- Encourage use of City's Adaptive Reuse program for downtown cultural space

Ticket to Entry

Recommended First Steps in Plan Implementation:

- Appoint a new Cultural Commission
- Hire a full-time Cultural Services Manager
- Restore the cultural grant program
- Create a public art program which includes:
 - Annual maintenance budget
 - Funding for commission and installation of new art throughout the City

Funding Options

Admission Tax

- Tax added to tickets for entertainment venues (typically 5%)
- Potential Revenue: \$400,000- \$500,000 per year
- Adopted through: Council action
- Used in most Washington cities

Funding Options

Percent for Art

- Dedicate 1-2% of public construction projects to public art
- Used on-site of project or funds public art program
- Potential Revenue: Varies depending on number of projects
- Adopted through: Council action
- Used by Washington state, Bellingham, Tacoma, etc.

Funding Options

Cultural Access Program

- New state program to strengthen access to cultural, science and heritage programs
- 0.1% increase in sales or property tax, reauthorized every 7 years
- Potential Revenue: \$3.5-\$3.9 million per year
- Adopt: Council recommendation, then ballot measure
- Not yet used in Washington state

Funding Options

Lodging Tax Grant Program

- 4% tax on hotel/motel lodging
- Existing program used to support debt on hotel-convention center plus fund community grants
- Potential Revenue: Variable - \$500,000 allocated for grants in 2018
- Adopted through: Fund is already in place - Council action to award funds

Funding Options

Columbian Art Center Fund

- Council designated reserve set aside for capital investment in the arts
- Potential Revenue: \$1 million (one-time) or annual interest of \$15,000
- Adopted through: Fund already exists - Council action to allocate

Funding Options

General Fund

- Sends an important signal to the community about the importance of cultural programming
- Often used to fund staff positions and support a volunteer commission
- Council action
- Used by Tacoma, Beaverton, Hillsboro, etc.

Ticket to Entry- 2019-2020

Recommended First Steps:

- Appoint a new Cultural Commission = \$2,000
- Hire a Cultural Services Manager* = \$145,000
- Restore the cultural grant program = \$100,000
- Create a public art program = \$80,000

Annual cost: \$327,000



* Includes salary, benefits and other associated costs

Next Steps

- City Council adoption of plan: April 16 at 7 p.m.
- Fall 2018: Budget recommendation through Vancouver Strong

“Watch Vancouver become a premier destination for culture, arts and heritage”

Carol Bua

Questions?

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Program & Policy Development Manager

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CITY OF VANCOUVER CULTURE, ARTS & HERITAGE PLAN

Approved xxxx 2018

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The annual Open Studios tours give people a glimpse into local artists' work spaces

ACKNOWLEDGMENTS

Steering Committee

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Carol Bua, City of Vancouver
Tracy Fortmann, Fort Vancouver National Historic Site
Maureen Montague, Columbia Springs Environmental Education Center

Advisory Committee

Jan Asai, Columbia Dance
Brittany Bagent, Columbia River Economic Development Council
Dr. Gene Biby, Clark College Theater Program
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Leah Jackson, Angst Gallery
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Don Nelson, Music and Fine Arts - Evergreen School District
Karen Madsen, Arts of Clark County
Linda Reid, Clark County Mural Society
Julie Rawls, Port of Vancouver
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Rodolfo Serna, Southwest Washington LULAC
Dan Wyatt, Kiggins Theater
Sharon Wylie, Artist and Washington State Representative
Rose Yandell, TV ETC.

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Bart Hansen, Mayor Pro Tem
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City Manager

Eric Holmes

Consultant Team

Brian Scott, BDS Planning &
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Noel Frame, BDS Planning &
Urban Design
Lesley Bain, Framework



Civil War-era artillery demonstration at the Fort Vancouver National Historic Site | Photo by National Park Service

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For Vancouver's Culture, Arts and Heritage Plan, we offer simple definitions of culture, arts and heritage that aim to help people understand the intention of the terms for the purposes of the Plan.

CULTURE

Culture is transmitted through language, customs, knowledge, cuisine, institutions, music, dance, theater and art and embodies the characteristic features of everyday existence shared by people in a place or time.

ARTS

The arts are a product of imagination and creativity and a vehicle for the expression or communication of emotions and ideas, producing works to be appreciated primarily for their beauty or emotional power. The arts, for the purposes of this plan, include the full range of visual and performing arts.

HERITAGE

Heritage involves the qualities or features belonging to a particular place or culture, such as traditions, languages, or buildings, which come from the past, are still important, and have been passed down through generations. Highlighting Vancouver's history is a source of civic pride, and fundamental to the shared values and culture of the city.

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Heart and Stone sculpture by Cobalt Designworks on Columbia and West Sixth Streets



Welcome to the City of Vancouver Culture, Arts and Heritage Plan, a plan that builds on the vision and values contained in the City's 2016-2021 Strategic Plan for a vibrant, safe, welcoming and prosperous Vancouver.

The City's Strategic Plan was developed with input from thousands of residents, community and business partners, and identifies area of focus including investments in public safety, strengthening connections with residents, parks investments, reinforcing our connection to the Columbia River, supporting economic growth, transportation, and reinforcing Vancouver's clear and distinctive sense of place.

The Strategic Plan includes goals affirming the importance of culture, arts and heritage to our city and this Culture, Arts and Heritage Plan builds on that affirmation and identifies strategic areas that will help to realize the City's aspirations.

Vancouver is home to a growing and ever-evolving cultural ecosystem, with a variety of artists, arts and cultural organizations, institutions of higher education, a historical museum, a national historic site, and other arts and cultural venues such as festivals, outdoor concerts and markets and a monthly First Friday Art Walk.

A focus on culture, arts and heritage and support for cultural resources can benefit almost every part of our lives, from the vibrancy and economic prosperity of our city to our health and well-being, in addition to enhancing the unique character and identity of our city.

While culture, arts and heritage are sometimes marginalized and not seen as essential, they are actually one of the most necessary ingredients in what makes a community an attractive and vibrant place to live, visit and work.

This Plan outlines why culture, arts and heritage are an important part of our city's identity, and focuses on the strategies and initiatives needed to grow and sustain a thriving and vibrant culture, arts and heritage scene in Vancouver.

VISION

Bringing together the diverse interests and talents of Vancouver, we will integrate culture, arts and heritage into the daily life of our community. We will steward the exceptional assets of Vancouver's heritage and natural setting, making contributions that enhance the identity of Vancouver, welcome all community members and visitors, strengthen the local economy, and improve the quality of life in Vancouver.



"Heritage is our legacy from the past, what we live with today and we pass on to future generations. Our cultural and natural heritage are both irreplaceable sources of life and inspiration, our touchstone, our reference point, our identity."

– UNESCO

A "Keys to the City" piano, painted by a local artist, at Esther Short Park

Vancouver's Strategic Plan

With its location between the Pacific Ocean and the Cascade Mountains on the north bank of the Columbia River, Vancouver is known for its natural beauty and high quality of life. We are consistently among the nation's most livable and fastest growing cities, with a population of nearly 185,000 as of 2017.

Vancouver's city government has a tradition of planning for the future with input from the community. The City's past strategic plans helped successfully guide accomplishments, including downtown revitalization, redevelopment of the waterfront, and investments in public safety and our streets.

From a recent survey completed by more than 2,000 residents, a strong vision for the future of Vancouver emerged: a desire to be more than a bedroom community, one with robust cultural experiences, a self-sustained local economy, and opportunities to spend leisure time right here.

The 2016-2021 Strategic Plan will help ensure Vancouver remains one the nation's most livable cities—one that has a strong economy, and an exemplary education, health care, housing, public safety, transportation, parks and arts and culture ecosystem.



Creating the Culture, Arts and Heritage Plan

To assist with the creation of this plan, a 25 member advisory committee was formed. This group, representing a broad range of community arts and heritage stakeholders, began meeting monthly starting in September 2017. In addition, interviews were conducted with stakeholders, including those interested in culture, arts and heritage, as well as economic development, education, neighborhoods and local business.

The draft plan was presented to 15 stakeholder groups, including the Historic Preservation Commission, Vancouver Neighborhood Alliance, Arts of Clark County and Vancouver's Downtown Association. Feedback from the stakeholders was incorporated into the plan.



“The arts empower. The arts give a voice to the voiceless. The arts help transform American communities and, as I often say, the result can be a better child, a better town, a better nation and certainly a better world. Let’s champion our arts action heroes, emulate them and make our communities everything we want them to be.”

– Robert L. Lynch, *Americans for the Arts*

“Arts and culture make considerable and necessary contributions to the well-being of communities. Arts and culture are powerful tools with which to engage communities in various levels of change. They are a means to public dialogue, contribute to the development of a community’s creative learning, create healthy communities capable of action, provide a powerful tool for community mobilization and activism, and help build community capacity and leadership.”

- Creative City Network of Canada

Three key themes surrounding culture, arts and heritage in Vancouver emerged from the advisory committee’s discussions and the stakeholder interviews:



City of Vancouver Creative Vitality Index

In March 2018, the Washington State Arts Commission provided a Creative Vitality Index (CVI) report for the City of Vancouver, updating the data contained in the last Vancouver CVI report received nearly five years ago, in June 2013.

The CVI is a measure of economic vitality of the arts and art-related activities in a specific geographic region of the U.S. It is designed to provide an indicator of the relative health of the economic elements of the creative economy. It measures annual changes in the economic health of an area by using per capita concentration of creative activities in both the for-profit and on-profit sectors. The report found:

The city of Vancouver's CVI has steadily improved, from 0.74 in 2012 to 0.81 in 2016. The U.S. baseline CVI rating is 1.0 and Washington State's CVI is 1.02.

In the downtown core, Vancouver's CVI is 1.60. Downtown has seen a 7% gain in the number of creative jobs between 2015 and 2016, and a 10% gain in creative industry earnings during the same period.

Cultural nonprofits have lost ground in Vancouver since 2015, earning \$1.9M (18%) less in revenues in 2016 than in the previous year.

Creative industries in Vancouver with the highest revenues in 2016 were: software publishers (\$68.6 million), antique shops (\$25.8 million), film/video exhibition (\$23.7 million), newspaper publishers (\$21.9 million) and music publishers (\$19.9 million).

Local festivals, such as the Recycled Arts Festival and the Vancouver Wine and Jazz Festival bring thousands of attendees to Vancouver. Americans for the Arts estimates that nonlocal attendees spend twice as much per person as their local counterparts as a result of attending an arts event (\$45.57 vs. \$23.44).

The Salmon Run Bell Tower in Esther Short Park



Where we Are Now

The advisory committee discussed the state of arts and culture in our community and developed an inventory of Vancouver's current cultural assets and arts community needs:

Vancouver's Cultural Assets





"In 2015, arts and cultural production contributed \$763.6 billion to the U.S. economy (more than construction, transportation, agriculture or warehousing), the arts employ 4.9 million workers across the country with earnings of more than \$370 billion, and consumers spent \$31.6 billion on admissions to performing arts events, \$1 billion more than projected."

– Bureau of Economic Analysis & the National Endowment for the Arts, March 2018 report

Best Practices From Other Cities

The advisory committee reviewed the cultural programs from several nearby cities: Hillsboro and Beaverton, Ore., Bellingham and Tacoma, Wash., and Boise, Idaho. From these case studies, the committee identified the following areas as key ingredients for success:

“Arts and culture can bring people together across traditional barriers such as age, income, education, race and religion. It can help create a sense of neighborhood identity and pride. Along the way, it can also be instrumental in helping to grow and attract businesses, create vital markets for housing and help improve the safety of a community.”

– Creative Community Leadership Institute





Native American drumming at the annual Nez Perce Chief Redheart memorial ceremony at the Fort Vancouver National Historic Site



Esther Short Park fills with visitors during the City's summer concert series



The City of Vancouver recognizes it cannot support cultural, arts and heritage programs and activities alone, and much of the City's work is done in partnership with nonprofits, community groups and businesses. The City currently supports and implements arts, cultural and heritage programs and services as outlined below.

Current Cultural, Arts and Heritage Services:

Public Art Collection: The City has an eclectic collection of more than 30 pieces of outdoor public art. Recent additions to the collection have been in partnership with Vancouver's Downtown Association and the Clark County Mural Society.

Events: The City sponsors cultural events, including two popular outdoor concert series in Esther Short Park and the Columbia Tech Center Park. In addition, the City issues permits for a number of cultural events each year, including the Recycled Arts Festival and 3 Days of Aloha.

Real Vancouver: The City airs a monthly documentary-style program that highlights the people, places and events that make Vancouver unique, including the areas of heritage, arts, culture and music.

Marketing/Communications: The City uses a variety of channels (social media, website, community newsletter) to highlight and build awareness of arts and culture events in Vancouver.

The Vancouver National Historic Reserve¹: The City supports The Historic Trust and the National Park Service in the programming and management of this federally-designated national historic reserve.

Celebrate Freedom Programs: The City supports these programs in partnership with The Historic Trust, which include Independence Day, Flag Day, the Veterans Day Parade and the Marshall Leadership Awards and Lecture.

Clark County Historical Museum: The City provides the building that houses the museum and provides operational funds, in partnership with Clark County.

"TICKET TO ENTRY"

The advisory committee recommends the City take four near-term actions to begin implementing this plan:

- Appoint a new Cultural Commission
- Hire a full-time Cultural Services Manager
- Restore the cultural grant program
- Create a public art program

¹ Fort Vancouver National Historic Site, created as a unit of the National Park System in 1948, is part of the federally designated Vancouver National Historic Reserve, which also includes Officers Row, the West Barracks and Pearson Airfield.

SIX-YEAR ACTION PLAN

Plan Elements

- ▶ Cultural capacity
- ▶ Cultural focus
- ▶ Cultural space

The stockade at the reconstructed Fort Vancouver

ELEMENT 1: CULTURAL CAPACITY

Building Capacity of the Cultural Sector

THE VISION: Vancouver's cultural service providers and participants believe the cultural sector of the city is strong, offering quality cultural, arts and heritage experiences to residents and visitors. There is visionary government and community leadership and increased organizational capacity in resource development, training and operations.

OBJECTIVE 1.1: Support renewed cultural focus among City leadership

Action 1.1.1	Hire two full-time staff positions to coordinate and champion the City's culture, arts and heritage programs	Action 1.1.2	Facilitate presence of elected and staff leadership at cultural events throughout the city	Action 1.1.3	Update the 2013 "Creative Vitality Index," which provides a measurement of the value and contribution of the creative economy
Completed March 2018					

OBJECTIVE 1.2: Engage and elevate community leaders in support of culture, arts and heritage

Action 1.2.1	As established in Vancouver Municipal Code, Section 2.88, appoint a Cultural Commission to provide a focus on growing support and awareness of culture, arts and heritage across the city	Action 1.2.3	Increase outreach budget for the Clark County/ Vancouver Historic Preservation Commission, which provides education and awareness of heritage, including preservation of historic buildings	Action 1.2.4	Contract with an organization with cultural expertise to build leadership capacity within community-based culture, arts and heritage organizations
Action 1.2.2	Partner with the Clark County Arts Commission to expand county-wide awareness and support for culture and arts				

OBJECTIVE 1.3: Expand City-supported arts and cultural programs

Action 1.3.1	Expand the City's public art program, including installing pieces throughout the city, and clarify roles for decision-making and artist selection	Action 1.3.3	Under the direction of the Cultural Commission, restore the Cultural Grant program, which provides small grants for culture, arts and heritage organizations	Action 1.3.5	Explore partnerships to provide additional classes in arts and dance for all ages and cultures at the City's community centers
Action 1.3.2	Expand the popular Summer Concert Series to include additional performances in east Vancouver and/or Clark College and the new waterfront park (2019), including additional staff to support programming and permitting	Action 1.3.4	Create paid internships for youth to provide opportunities in the cultural or special events programs, particularly during summer months when there is a spike in cultural activities	Action 1.3.6	Work with other City departments, including Public Works and Community and Economic Development, to infuse art throughout the City's infrastructure

OBJECTIVE 1.4: Promote the infusion of culture, arts and heritage into Vancouver residents' daily lives

Action 1.4.1	Leverage the City's existing web-based calendar of events to promote cultural events (i.e. linking to Evergreen Public Schools' Fine Arts Calendar and Arts of Clark County calendar of events)	Action 1.4.3	Expand practice of making space available in City Hall for arts and heritage exhibits to other City-owned facilities	Action 1.4.5	Create honors, awards and laureate programs to celebrate individuals and organizations that support culture, arts and heritage
Action 1.4.2	Use Clark/Vancouver Television (CVTV) to bring culture, arts and heritage programming to a broader community audience	Action 1.4.4	Expand neighborhood grant program to include culture, arts and heritage projects, allowing neighborhoods to plan for desired enrichment specific to their community	Action 1.4.6	Encourage broader use of the City's Art-in-Right-Of-Way policy that allows community groups and artists to decorate street lights, utility boxes, pavement and storm drains



The Cultural Commission

A passionate group of community leaders recognized as partners with the City is one of the foundational elements of any successful culture, arts and heritage program. Cities throughout the Pacific Northwest with successful programs have acknowledged the value and benefit of engaging its citizens directly as advocates and ambassadors, and as such, have established volunteer-based councils and commissions to work with elected officials and city staff to promote culture, arts and heritage.

The City of Vancouver long-ago recognized the value of empowering its citizens in the advocacy for culture, arts and heritage. In 1994, a Cultural Commission was created in local ordinance. However, with no financial resources to staff the commission in 2006, its members were dismissed and much of the work put on hold. The Cultural Commission remains in Vancouver Municipal Code (Section 2.88), though it currently has no members and is not in operation.

The advisory committee recommends that the City reinstate the Cultural Commission to provide a focus on growing support and awareness of culture, arts and heritage across the city. The committee discussed the need to include ethnically diverse voices to ensure multiculturalism is infused into decisions and activities. It was also recommended that Cultural Commission members' roles and responsibilities be modified in order to align with best practices of comparable cities in the region.

Detailed recommendations for changes to the commission's roles and responsibilities are outlined in Appendix B.



Art display in the Fort Vancouver Regional Library during Vancouver's Downtown Association's First Friday Art Walk

ELEMENT 2: CULTURAL FOCUS

Strengthen Vancouver's Cultural Core

THE VISION: Vancouver's unique identity is rooted in three distinct, connected areas with delightful, but different characteristics: Fort Vancouver National Historic Site, downtown and the evolving waterfront. Each of these three districts offers residents and visitors multiple ways to participate in and enjoy the city's culture, arts and heritage. The Culture, Arts and Heritage Plan envisions a strengthened synergy among these three extraordinary assets.

OBJECTIVE 2.1: Fully leverage the Arts District to be an economic and cultural driver of downtown's future

Action 2.1.1 Reconfigure boundaries of the Arts District to reflect the concentration of arts activities and enhance the ability to successfully market the district

Action 2.1.2 Focus on developing the Arts District in terms of economic benefits to the city and to local artists, including creating mechanisms to encourage more arts uses in the district

Action 2.1.3 Support creation of dedicated staff position at Vancouver's Downtown Association to help with marketing for the Arts District;

OR

partner on the development of an organization to manage the Arts District, which would include a governance board, mission, brand and identity, programming, and data collection on outcomes

Action 2.1.4 Design and implement art-based streetscape improvements targeted at the heart of the Arts District, which may include increased pedestrian and amenity space and artistic lighting, or partial street closure to support arts uses

Action 2.1.5 Work with Visit Vancouver, USA and other tourism organizations to promote the Arts District

OBJECTIVE 2.2: Explore designating a historic district to recognize and celebrate downtown's heritage

Action 2.2.1	Explore designating a portion of downtown as a historic district	Action 2.2.3	Consider physical improvements to a designated historic loop, including simple streetscape improvements and plaques, and tie the historic loop into the MyVancouver and Clark County Heritage apps	Action 2.2.4	Complete renovations, including climate control, of the City-owned Carnegie Library, which houses Clark County Historical Museum
Action 2.2.2	Update the City's 1994 downtown design guidelines manual, which currently does not emphasize public art or cultural amenities				

OBJECTIVE 2.3: Enhance connections to Fort Vancouver National Historic Site to honor Vancouver as the birthplace of Pacific Northwest settlement

Action 2.3.1	Leverage City communications tools to promote culture, arts and heritage activities at Fort Vancouver	Action 2.3.2	Partner with the National Park Service in the creation of a multi-cultural center at Fort Vancouver, acting as an early champion and investor to leverage philanthropic and other funding sources	Action 2.3.3	Refurbish the Confluence Land Bridge at the Vancouver National Historic Reserve, including new lighting, irrigation system, landscaping and trail improvements
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OBJECTIVE 2.4: Strengthen connections to the river and amplify Vancouver's identity as a waterfront city

Action 2.4.1	Include historical interpretative signage as part of improvements to the Renaissance Trail and at the new waterfront park	Action 2.4.2	Leverage art and streetscape improvements, and uses of City-owned property, to create physical connections between downtown and new waterfront development	Action 2.4.3	Support development of the waterfront public market (Port of Vancouver Terminal 1) through advocacy, design, permitting and marketing, and encourage the inclusion of culture, arts and heritage space and programs
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OBJECTIVE 2.5: Promote downtown, the waterfront and Fort Vancouver as the collection of irreplaceable assets that make Vancouver unique

Action 2.5.1	Partner with Visit Vancouver and other tourism organizations to highlight new opportunities to engage with the City's three major physical assets	Action 2.5.2	Expand the MyVancouver mobile app to include all public art, not just City-owned, and a broader range of cultural and heritage uses
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The Arts District

In 2014, Vancouver designated a section of downtown as the “Vancouver Arts District” in order to increase tourism and further the City’s economic development strategy. The idea of an arts district was one of the recommendations in the City’s 1997 Cultural Plan, and was championed by a number of downtown and arts interests.

The district covers portions of downtown and the Vancouver National Historic Reserve, with boundaries of 15th Street on the north, Fort Vancouver Way on the east, 6th Street on the south and Esther Street on the west. It is marked by street sign toppers. Vancouver’s Downtown Association hosts a successful monthly First Friday Art Walk in the Arts District.

This Culture, Arts and Heritage Plan prioritizes the success of the Vancouver Arts District as a focus of arts and culture, a source of civic pride, and a magnet for residents of Vancouver and people throughout the region. Of the many examples of arts districts throughout the country, the most successful have three key qualities:

1. Character

Arts districts are often in neighborhoods with a visible history, and Vancouver is fortunate to have the irreplaceable stock of historic buildings in its downtown. With the Art Deco Kiggins Theatre, the early 20th century brick buildings and the delightful scale, Vancouver has an outstanding setting for a center for culture and arts.

The City’s role in maintaining the quality of the district’s character is to prevent the loss of the historic and cultural resources, and to find ways to support the rehabilitation and code compliance of older architectural fabric.

2. Walkability and ‘stayability’

Walking in arts districts should be comfortable and interesting. In addition, it should be comfortable to linger and enjoy spending time. Attention to storefront interest, streetscape, lighting, seating and outdoor dining will encourage people to spend time in the district. The City can make improvements in the public realm and streetscape that can reap benefits by making the Arts District a distinct and attractive area within the downtown.

3. Activity

Arts districts thrive when there is a variety of things to see and do, when there are other people present, and the possibility of the positive unexpected. Including free activities opens up an arts district to people of all economic means.



Main Street in downtown Vancouver

Vancouver's Arts District has all the prerequisites for increased success. In order to achieve that potential, there needs to be increased efforts to have more art and cultural uses in the district, to have more activities, and more of a marketing effort.

The City needs to be pro-active in encouraging arts and culture to thrive in the Arts District.

Art and cultural uses do not necessarily appear and flourish in an arts district without concerted efforts to work with property owners, artists and cultural organizations to create and use space in the district. The City should look for ways to encourage ownership of property by arts organizations and non-profits; to incentivize property owners to rent to arts organizations; and to reduce financial and other barriers that make it difficult for art and cultural users to have space in the arts district.

Partnerships with arts organizations and non-profits are key to success.

The City alone cannot energize the Arts District. Artists are the attraction, and the City has a role to play in terms of nurturing their success. Partnerships will include non-profit community organizations (Vancouver's Downtown Association); other agencies (ArtsWA, Clark County, Port of Vancouver, the National Park); business organizations; philanthropic entities and individuals.

Concentrate the activity.

The Arts District currently covers a large area, and it is not perceptible as a center of the arts. By reducing the geographic area of the district, it will be easier to focus activities and have the feel of a cultural zone. With success, the boundaries of the district can expand.

Foster a complete ecosystem for the arts.

The Arts District will benefit with spaces where the arts are taught as well as showcased. Stores selling art supplies are also welcome uses in an arts district, along with offices of arts organizations. Some cities have created incubators with affordable studio and exhibit space, or shared office space. Affordable living space is also beneficial. Vancouver can take advantage of the Vancouver School of Arts and Academics, even though it is located somewhat north of the district itself.

Possibilities for Expanding Cultural Space in the Arts District

These are examples of how existing City resources could be used to expand cultural space. There are a number of other opportunities that could be explored.

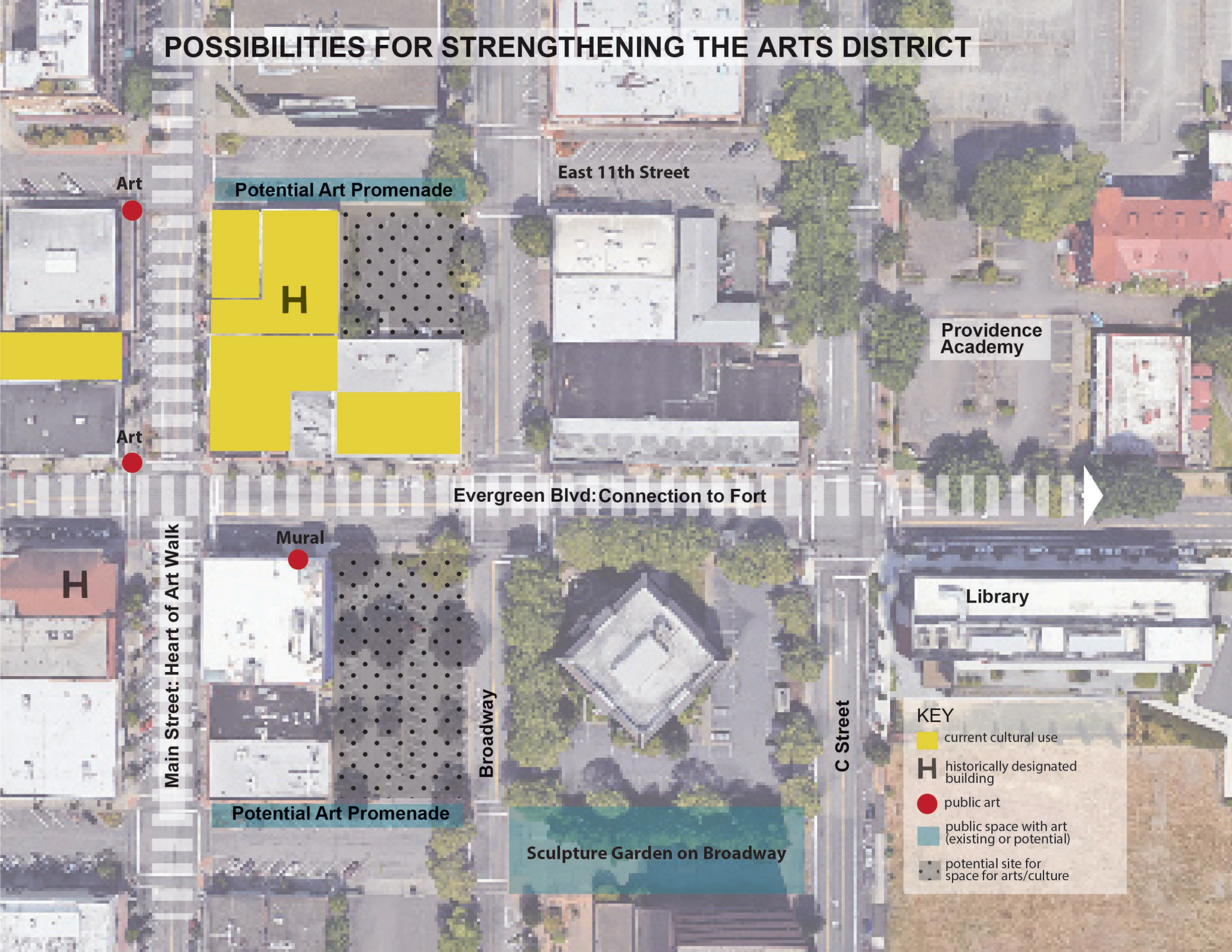
The Kiggins Theatre is an iconic part of Vancouver's Arts District. There is the potential to have the Kiggins be an anchor to a multi-disciplinary arts complex with additional performance space, gallery space and classrooms.

The City owns the 100' x 100' lot just east of the Kiggins at 11th and Broadway. In addition, 11th Street could be partially closed to create more pedestrian space.

Near Evergreen and Broadway is a City-owned 100' x 200' parking lot. It is a good size for a proscenium theatre with 300–350 seats. An active public lobby on Evergreen would strengthen the link between downtown and Fort Vancouver.

At the south end, on 9th Street, an active storefront could include gallery space, with an upper level for shared administrative space for cultural organizations, and/or studio and classroom space.

POSSIBILITIES FOR STRENGTHENING THE ARTS DISTRICT



Art

Potential Art Promenade

East 11th Street

Providence Academy

Art

Evergreen Blvd: Connection to Fort

Mural

Library

Main Street: Heart of Art Walk

Broadway

C Street

Potential Art Promenade

Sculpture Garden on Broadway

KEY

current cultural use

historically designated building

public art

public space with art (existing or potential)

potential site for space for arts/culture



“A vibrant arts community not only keeps residents and their discretionary spending close to home, it also attracts visitors who spend money and help local businesses thrive. Communities that provide a variety of artistic and cultural experiences attract new dollars from cultural tourists and capture the discretionary spending of its own residents.

– Arts and Economic Prosperity Report IV

Slocum House in Esther Short Park

ELEMENT 3: CULTURAL SPACE

Vancouver Nurturing Vancouver

THE VISION: Vancouver supports the creation of needed space for culture, arts and heritage by encouraging allocation of space in new buildings and making the process of adapting older buildings for cultural use as easy as possible. New models for artist- and non-profit ownership are explored.

OBJECTIVE 3.1: Expand space available for performances, for performing arts rehearsals and classes

Action 3.1.1	Identify potential property in the heart of the Arts District to renovate to create a hub for performing and visual arts	Action 3.1.3	Increase partnerships with Clark College as an institution and as a location for space for culture, arts and heritage	Action 3.1.5	Support building of a performing arts center that would accommodate large-scale performances
Action 3.1.2	Work with developers of new space to encourage and incentivize inclusion of space for the performing arts	Action 3.1.4	Develop an inventory, including contact information and technical specifications, of performing arts space		

OBJECTIVE 3.2: Expand space available for the making, teaching and display of art

Action 3.2.1	Consider including shared meeting and commercial space for culture, arts and heritage in the renovation/reuse plans for the Slocum House	Action 3.2.2	Renovate the Post Hospital for its value as a historic property, and consider partnerships that leverage its revenue-generation potential
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OBJECTIVE 3.3: Expand affordable living space for artists

Action 3.3.1 Consider working with an organization such as Artspace to develop artist housing

Action 3.3.2 Dedicate a portion of the Historic Reserve properties to makers or live/work artist space at rates that are below market-rate

OBJECTIVE 3.4: Facilitate artists successfully securing available space

Action 3.4.1 Create a digital clearinghouse for artists seeking space and property owners and managers with space to offer, particularly in downtown, at the waterfront and at Fort Vancouver

Action 3.4.2 Contract with outside program with cultural expertise to complement City's Office of Economic Development's efforts to build capacity among artists as entrepreneurs and commercial tenants

Action 3.4.3 Help preserve vulnerable historic buildings downtown by encouraging use of the City's Adaptive Reuse Program for cultural spaces to make it more economically feasible



Expanding Cultural Space

The need for cultural space was a consistent theme in the input for the Culture, Arts and Heritage Plan. Desired space includes a variety of performance spaces, rehearsal space, studios and exhibition space for the visual arts. Artist housing and shared administrative space would be beneficial to the local creative community. The most desired space is targeted at serving the community of Vancouver itself, with space where people can create, learn and share.

A number of successful models were discussed at the Arts of Clark County's September 2017 Arts and Culture Summit, including Artspace projects in Seattle, Spaceworks in Tacoma, Beaverton Center for the Arts, the Walter Cultural Arts Center in Hillsboro and the Rose Center for the Arts in Longview. Vancouver-based organizations presenting projects related to space for arts and culture included the City, the National Park Service, the Port of Vancouver USA, The Historic Trust and the Vancouver School of Arts and Academics. These models and partner organizations in Vancouver indicate there are possibilities for creating new space for arts and culture in the city.

Space for the performing arts has particular requirements that make it harder to find, with acoustical needs, column-free space and large gathering areas. Creating space for arts and culture can be costly, and for larger projects, typically needs a combination of strong arts organizations, City partnership, and an entity focused on the project. The project needs to fill a real need, and have a plan for operational stability over the long-term.

Cities globally have recognized that arts and culture are good investments as valuable parts of a rich civic life and as economic generators. They are supporting arts and cultural uses in a variety of ways, many of which are relevant to Vancouver. Ways that the City of Vancouver can be a key partner in the creation and preservation of cultural space include:

Reducing barriers to using space

The City can assist cultural space users by making the process as easy and affordable as possible. This can build on the client assistance programs already in place in the City's Economic Development Department, and can consider flexibility in zoning and building code provisions outside of life-safety. If the City wishes to incentivize art and cultural uses in the Arts District, for example, they can reduce permit fees, or provide technical support to applicants.

Bringing resources

The City owns a number of properties that may be ideal for arts and cultural space uses. Some are existing buildings that are underutilized, such as the Slocum House. Others are vacant parcels, such as parking lots along Broadway in the Arts District. The use of City property by arts and cultural uses needs to be in line with the City's vision and goals, but when aligned, can make critical projects viable.

Cities can offer other kinds of resources, including grants or earmarked funds. Public space improvements can dovetail with cultural spaces, such as streetscape improvements or open space development.

Partnering, convening and connecting

The City's role is typically not to lead, but to play a supportive role to cultural organizations in a variety of ways. Some cities help match property owners with cultural organizations looking for space. They can bring together groups of property owners, agencies and organizations to coordinate efforts for the benefit of all. The City of Vancouver is already working with a number of partners, and by focusing on a set of coordinated actions through the Culture, Arts and Heritage Plan, aims to effectively guide efforts to increase space for creative endeavors as a partner.





- ▶ Admission tax
- ▶ Percent for Art Program
- ▶ Cultural Access Program
- ▶ Lodging Tax Grant Program
- ▶ Columbia Arts Center Fund
- ▶ City General Fund

Expanding access to culture, arts and heritage in Vancouver will require additional financial investment by the City beyond current spending. Current investments are so limited that the City is missing opportunities to leverage philanthropy, private investment and other partnership opportunities in the community that could help generate resources outside of public spending.

Specifically, the current City budget provides for less than one full-time equivalent (FTE) employee for culture and art (0.25 FTE), and one FTE for heritage related activities (specifically, Pearson Airport). Should the City opt not only to increase spending for basic infrastructure of a culture, arts and heritage program, but also to make investments in capital, programs and staffing, then new revenue sources will be needed.

The revenue options discussed here are those available to the City of Vancouver for the implementation of its Culture, Arts and Heritage Plan. These options include funds available from existing sources as well as new proposed revenue sources that could be adopted by the Vancouver City Council or by a vote of the people.

Admission Tax

An admission tax, commonly referred to as a “ticket tax” is added to the ticket price or other charge that attendees pay to enter entertainment venues or events. This tax is perceived more like a fee, as it is a user-based charge that only affects those using a service. Furthermore, there is strong nexus between taxing entertainment activities to generate funds to be reinvested in entertainment-type uses, including culture, arts and heritage.

Potential revenue: Approximately \$400,000 per year

Method of adoption: Council action

Where used: Tacoma and Spokane

Percent for Art Program

Percent for art programs designate a small portion (percent set by ordinance) of public construction or renovation project budgets to be set aside for the purchase, installation and/or maintenance of public artwork. This artwork is usually installed on the grounds of the capital project. While public projects are what are most commonly subject to this program, private development may also be included.

Percent for art programs are used by states across the country, including Washington, as well as by many Pacific Northwest cities. According to a policy brief from the National Assembly of State Art Agencies, 25 states have active percent for the art programs. While this would not be a consistent revenue stream for cultural programs, it could place public art throughout the city as public buildings are built over time. If enacted, the City should be mindful of, and mitigate, potential inequity created by cultural investments being made in neighborhoods already experiencing improvements, rather than in neighborhoods that are not.

Potential revenue: Dependent on number and size of public construction projects

Method of adoption: Council action

Where used: Bellingham, Tacoma and Boise, Idaho

Cultural Access Program

In 2015, the Washington State Legislature granted local governments the authority to create a Cultural Access Program to strengthen access to cultural, science, and heritage organizations and their activities, as well as enhance citizens’ participation in their cultural events and programs. The authority was first delegated to counties, but a city whose county government declined to use this authority by June 2017 has the option to pursue a city-only program. This deadline has passed and Clark County has not adopted the Cultural Access Program.

Revenue is raised from a 0.1% maximum increase in sales tax (or a similarly sized property tax increase) and has to be reauthorized every seven years by a vote of the people. Similar to the admission tax, the Cultural Access Program can be used for a broad range of cultural uses, though investments should demonstrate some nexus to educational programs.

Potential revenue: \$3.5–\$3.9 million per year

Method of adoption: Council recommendation + vote by ballot measure

Where used: Not yet used

Lodging Tax Grant Program

A lodging tax, often referred to as a “hotel/motel tax,” charges a small fee (percent set by ordinance) on each nightly stay at a hotel or motel. The lodging tax has often been used to pay off debt from a capital project, with surplus funds used to support culture, arts and heritage programs.

The City of Vancouver currently uses this tool, assessing a 4% lodging tax. Half of this tax is dedicated to the Vancouver Convention Center and Hotel Project for the repayment of the

bonds. Surplus funds can only be used for tourism-related activities, which currently includes a tourism grant program in Vancouver. The number and amount of grants vary by year, but will likely increase as the bonds are repaid over time. For example, this grant program was used to pay for advertising of the Arts of Clark County “Open Studios” tour and also funded Phase I (installed) and Phase II (2018) of a pedestrian wayfinding sign program for downtown.

Potential revenue: \$500,000 in 2018, but variable (could be zero)

Method of adoption: Council action (already in effect in Vancouver)

Where used: Beaverton, Ore. (specifically for Center for the Arts) and Hillsboro, Ore. (currently considering)

Columbia Arts Center Fund

The City of Vancouver is uniquely positioned to make an investment in a physical project in support of culture, arts and heritage. Due to the sale of City-owned property that for a time housed the Columbia Arts Center, funds have been set aside for this type of investment.

Furthermore, those funds are currently earning interest that have

Historical reenactors at the Counting House, Fort Vancouver



The Night Market, held during the First Friday Art Walk in downtown



grown the fund over time, currently about \$1 million in total. These dollars are ripe for investment based on the priorities of this Culture, Arts and Heritage Plan.

Potential revenue: \$1 million one-time (with fund growing by about \$15,000 on an annual basis)

Method of adoption: Council action (funds already raised and need only to be appropriated)

City General Fund

Including investments in the City's regular operating budget is one of the most important signals any local government can send that they understand the value of culture, arts and heritage in their community's local economy and in residents' quality and of life. In cities throughout the Pacific Northwest, general fund dollars are used to make the basic investments required to successfully leverage philanthropy, private investment and other partnership opportunities in the community. Namely, funding staff positions, as well as a volunteer culture commission or council. Many cities also tap general funds for next-level investments, such as a cultural grant program to support local artists.

Bond capacity is an additional funding mechanism that is part of the main operation of any city. Like general fund dollars, the use of bond debt capacity must be weighed against other priorities of government. In Vancouver, there is currently quite a bit of capacity for use of this revenue source, but high priority items competing for these dollars include fire stations, parks and a new operations center.

Method of adoption: Council action

Where used: Tacoma, Hillsboro, Ore., Beaverton, Ore. and Boise, Idaho



The Pearls



Members of the Chinook Tribe perform a traditional dance

PUBLIC ART

Below is a recommended Public Art Policy for the City of Vancouver.

Scope

The policies discussed here cover permanent, outdoor public art works to be owned by the City of Vancouver. The City recognizes that, in addition to the permanent, outdoor public art covered by these recommendations, there are also temporary and other durational art exhibits that we would like to encourage. Those types of exhibits would fall under the City's Art in the Right of Way policy.

The City of Vancouver currently owns a collection of public art, primarily located in downtown, uptown, the Fort Vancouver National Historic Site and the waterfront. The Culture, Arts and Heritage Plan recommends adding to the collection of City-owned public art, with the following mechanisms for decision-making and stewardship.

Beyond these policies, the City should coordinate with private entities, community organizations, and other agencies in the creation of public art in Vancouver. A coordinated effort, based on common goals in the Culture, Arts and Heritage Plan, will magnify the efforts of the City for the benefit of the people of Vancouver.

Criteria

Public art should be:

- based on the vision and goals in Vancouver's Culture, Arts and Heritage Plan;
- high in artistic quality;
- diverse, but connected through "telling the story" of Vancouver's people and place; history, cultures and aspirations; and
- considered as part of a cohesive set of art works.

Locations

VIEW MAP HERE: www.cityofvancouver.us/PublicArtMap

Public art should be located to:

- make Vancouver's identity and commitment to culture, art and heritage visible;
- help define the Arts District; and
- promote connections between downtown / Fort Vancouver/ waterfront.

Funding

Funds should be secured, at a minimum, for the maintenance of existing public art. In addition, funding for the arts should include new pieces to be commissioned on a regular basis. Options include using a portion of funds generated from admission taxes, the lodging tax grant program, interest from the Columbia Art Center Fund, revenue raised from bonds, and the City's general fund. Additionally, we recommend exploration of a 1% for art program so that public art is included in civic buildings. While this is not a consistent revenue stream, it will add public art throughout the city as civic buildings are built over time.

Process

Public Art Committee

The Cultural Commission will appoint a Public Art Committee to review and make recommendations to the Cultural Commission on proposed donations, acquisitions, relocations or deaccession of City-owned public art. The Public Art Committee should be five members, and may include members outside of the Cultural Commission. The Public Art Committee will include, at a minimum, one professional artist.

Donations and Acquisitions

For donated and acquired pieces, the work would need to be 1) aligned with the goals of the City's Culture, Arts and Heritage Plan; 2) of high artistic merit; 3) compatible with the needs of the City's collection; and 4) durable and low maintenance. For donated or acquired pieces, the Public Art Committee will work with City staff to make a recommendation on the location of the piece, where appropriate.

Relocation or Deaccession

If public art now in the City's collection is found to be inappropriate to the City's goals for culture, arts and heritage, or problematic in terms of safety, maintenance or other concerns, the public art may be considered for relocation or removal from the collection.

The Public Art Committee will review the need for relocation or deaccession in terms of the City's overall goals, the collection of public art as a whole and cost issues. In cases of relocation or deaccession, the committee will contact the artist of the work where possible and take their input into consideration.

For pieces to be relocated, the Public Art Committee will recommend a new location. For pieces to be removed from the City collection, the Public Art Committee will make a recommendation on documenting the work and the most respectful manner of transferring the piece back to the artist, selling the work, or if no other option is available, destroying the work.

Commissioning of New Work

Artist selection process:

When the City wishes to commission a new work of public art, and funds for the work are identified, City staff will work with the Public Art Committee to establish an Artist Selection Panel specific to the commissioned work.

The Artist Selection Panel will be coordinated by City staff, and will include at least one member of the Cultural Commission and one member of the Public Art Committee. A stakeholder from the neighborhood where the art is to be placed is also recommended. At least one member of the Artist Selection Panel will be a professional artist.

City staff will work with the Public Art Committee to write a Request for Qualifications (RFQ), including a description of the project, eligibility parameters, a budget and timeline, submission requirements and any other specifics of the project. The RFQ may be publicized by the City of Vancouver, or posted on a site such as CaFÈ, CallForArtists.org,

etc. Artists will submit a letter of interest, resume and work samples relevant to the project.

The Artist Selection Panel will review the submissions, and reduce the applicant pool to a short list of finalists for interviews. An artist can be selected after the interviews. Alternatively, the process may have the finalists submit proposals for the project in order to be better understand the artistic direction. The artists will create better proposals if they can spend the time understanding the community and context of the work. This may be appropriate for a highly visible project.

In some cases, artists may be selected through an invitational list of recommended artists, particularly if there are specific aspects of the project that require a targeted discipline or expertise.

The recommendation for the selected artist will be presented to the Public Art Committee and the Cultural Commission, including a description of the process.

Public Input

Meetings of the Public Art Committee and the Cultural Commission will be open to the public, and efforts will be made by the City to notify affected parties and the general public of meeting time and place, and key agenda items.

Approvals

Based on the work of the Public Art Committee, the Cultural Commission will make recommendations to the City Council for approval.

Maintenance

The City is responsible for the maintenance of the public artworks, including routine inspection and care for artwork, such as cleaning and applying protective surface coatings as needed. In the case of aging, flaws, or vandalism, a reasonable effort will be made within funds available to return artwork to its original condition and integrity.

CULTURAL COMMISSION

Below are recommendations for revising the scope of the Cultural Commission.

Role & Authority

The purpose of the Cultural Commission as stated in Vancouver Municipal Code (VMC Section 2.88) reflects a volunteer-driven culture, arts and heritage program with little to no dedicated staff at the City. As such, tremendous responsibility is put on the shoulders of volunteers who lack the time and resources to execute what have been very ambitious plans in the past.

In comparable cities that have invested in professional staff for culture, arts and heritage, much of the responsibilities bestowed upon volunteers in Vancouver's municipal code is reserved for staff.

This plan recommends that the purpose of the Cultural Commission be updated in municipal code to focus broadly on growing support and awareness of culture, arts and heritage across the city generally in an advisory role, and limit specific responsibilities and decision making to two critical programs.

First, the Cultural Commission should direct a restored Cultural Grant Program, helping to define grant criteria, and awarding grants to recipients (subject to availability of funds).

Second, the commission should appoint a Public Art Committee, which may include Cultural Commission members, to review and make recommendations to the Cultural Commission on proposed donations, acquisitions, relocations or deaccession of City-owned public art.

Meeting Frequency

Similar to the current scope of purpose of the Cultural Commission, the meeting frequency requirements reflect a

volunteer-only culture, arts and heritage program at the City. Current code stipulates that the Cultural Commission must meet at least monthly.

This plan recommends, instead, that minimum meeting frequency be set at quarterly to allow participation by some of the City's busiest, but most effective advocates, and retain the language that allows the commission to hold additional meetings it determines necessary or desirable.

Composition & Service Terms

The Cultural Commission is currently set at 11 members in municipal code, and appoints members to three-year terms, with shortened one- and two-year terms for some members for initial appointments to the commission to achieve staggered terms over time.

This plan recommends that these terms of service, and staggered terms, should remain in place, as they are generally aligned with best practices in non-profit board service, which also typically comprises volunteer members.

Looking to comparable cities with successful culture, arts and heritage programs, there was no particular size of commission that was deemed more effective than another. Therefore, this plan recommends the size of this commission be set at a maximum number, rather than a set number, to allow flexibility in appointments should the mayor and City Council deem that the Cultural Commission is effective at a size smaller than 11.

Nowhere in current code does it indicate that members must represent specific constituencies within the culture, arts and heritage disciplines, and this plan recommends that remain the same.

Nearby cities with successful programs indicated that members do not represent specific constituencies and instead advocate

on behalf of the entire cultural community.

Selection & Removal

Members of the Cultural Commission are appointed by the mayor, subject to confirmation by the City Council in current code. This approach solicits the interest and support of both the legislative and executive branch, though it could also provide a forum for disagreement if the mayor and council are not aligned.

Comparable cities had a mixed approach to appointment; in some cities, the mayor made these appointments, in other it was left to the council.

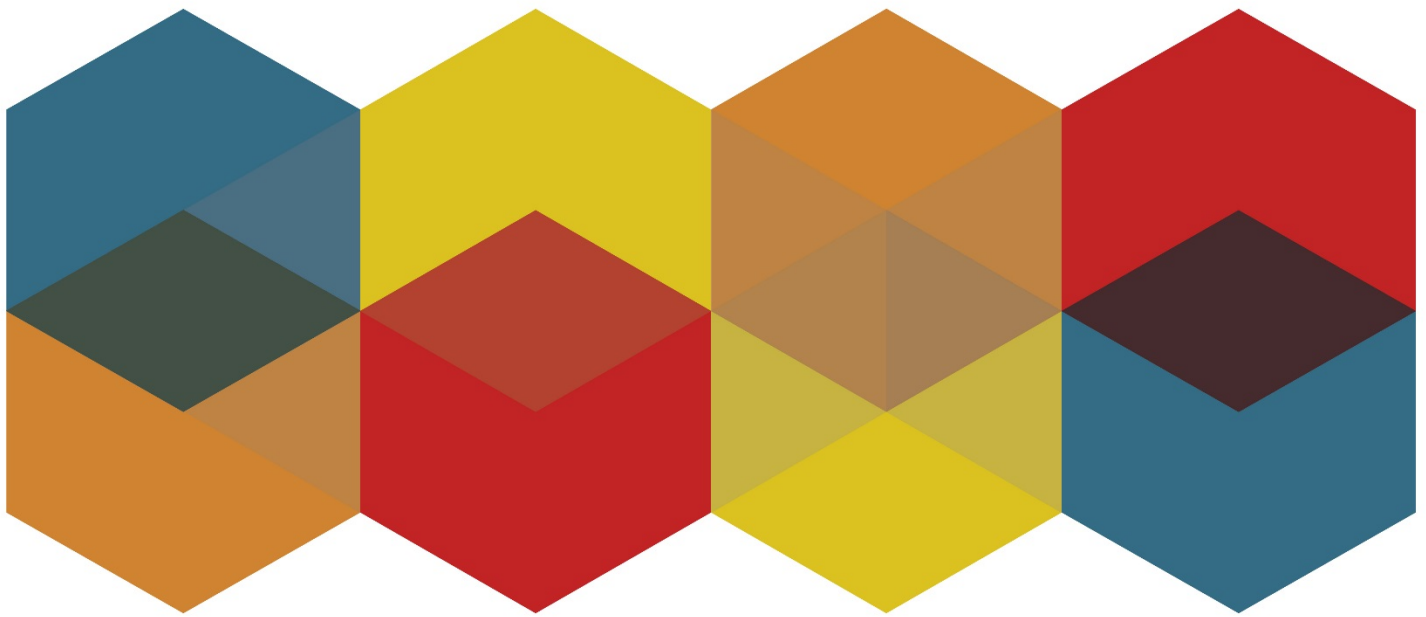
The plan recommends changing this selection process to award the responsibility to one or the other, but not both, branches of government. This recommendation is rooted not so much in the appointment of members, but in the removal of them.

This plan recommends that current code for removal of members be changed. Current code stipulates that Cultural Commission members may only be removed for 1) misconduct; or 2) missing more than three meetings.

Comparable cities instead have members of their commission serve at the pleasure of the mayor or council (whoever appoints). This allows the City to be nimble in responding to ineffective members, ensuring the most effective commission possible to support the City's broader goals of growing support and awareness of culture, arts and heritage across the city.







City of Vancouver WA 2016 Creative Vitality Index

Washington State Arts Commission

March 2018





Introduction

The creative sector is important to the economic vitality of Washington State, with the U.S. Bureau of Economic Analysis reporting that this sector accounted for 7.8% of the state economy in 2015. Growth in the creative economy is happening throughout the state, with the largest gains generally going to more urban areas, such as Vancouver. This report is designed to provide an update to the last Creative Vitality Index provided to the City of Vancouver nearly five years ago, in June 2013.

Methodology

Developed by the Western States Arts Federation (WESTAF) in partnership with Economic Modeling Specialists Inc. (EMSI), the Creative Vitality Index is a robust and inclusive measure of economic vitality of the arts and art-related activities in a specific geographic region of the United States. It is designed to provide an indicator of the relative health of the economic elements of the creative economy. It measures annual changes in the economic health of an area by using per capita concentration of creative activities in both the for-profit and non-profit sectors.

Vancouver's Creative Vitality

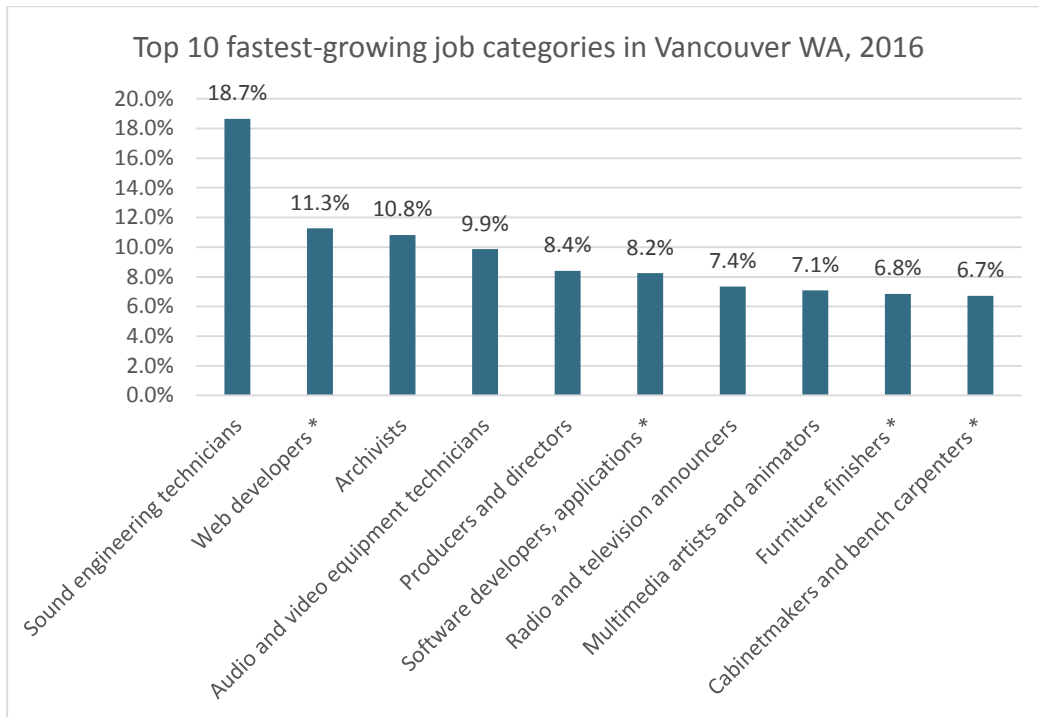
Vancouver Region (ZIP codes: 98660, 98661, 98662, 98663, 98664, 98682, 98683)

Over the past five years, the City of Vancouver's Creative Vitality Index (CVI) has steadily improved, from a 0.74 index in 2012 to a 0.81 Index in 2016. This is relative to a U.S. baseline CVI rating of 1.0, and of Washington State's CVI of 1.02. There has been a 4% increase in creative jobs between 2015 and 2016, which tracks closely with Washington State averages. Additionally, there has been a 5% increase in wages in the creative industries in the region since 2015, with the software publishing industry having the greatest share of earnings. Cultural nonprofits have lost ground since 2015, earning \$1.9M (18%) less in revenues in 2016 than in the previous year.

There were approximately 3,170 creative-sector jobs in this region in 2016. The top 5 occupations with the greatest number of jobs made up approximately 32.6% of the total creative sector jobs in the region. They include:

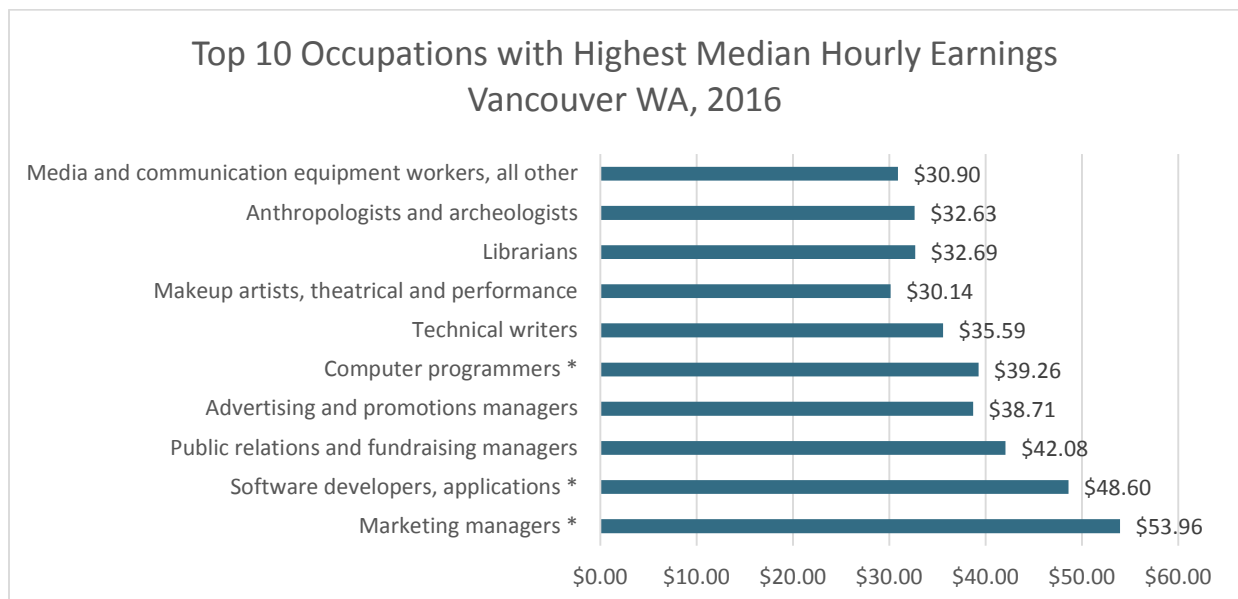
1. Software developers (358)
2. Cabinetmakers and carpenters (214)
3. Ushers, Lobby Attendants and Ticket Takers (191)
4. Photographers (139)
5. Musicians and Singers (134)

Additionally, there are a number of job that are growing rapidly, with growth rates well over 6%:



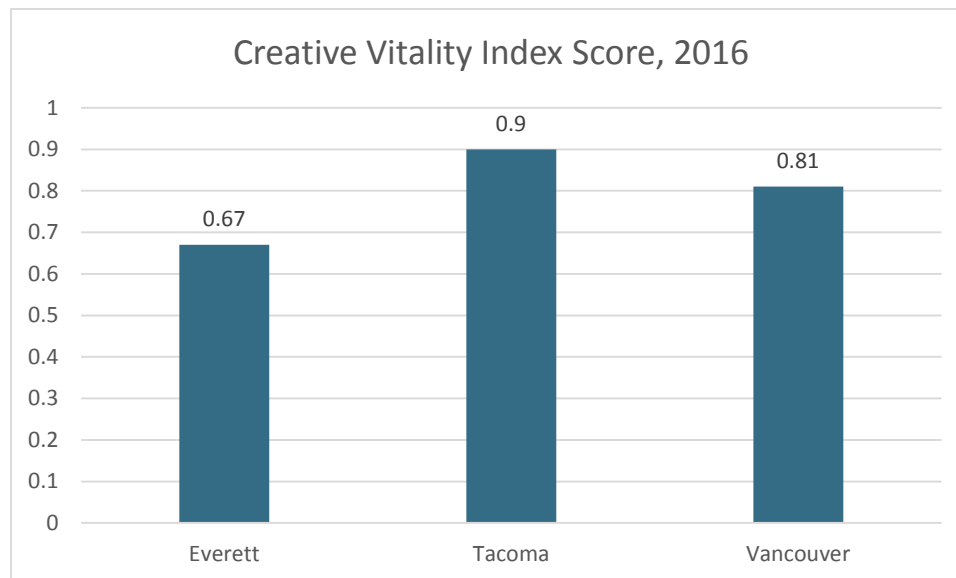
The five job categories with the biggest losses include: broadcast news analysts (-9.8%), anthropologists and archeologists (-9.1%), photographic process workers and processing machine operators (-5.8%), plasterers and stucco masons (-5.4%), and reporters and correspondents (-5.1%).

Average hourly earnings among all measured job categories in the Vancouver region are \$23.67, which is approximately \$1.30 lower than state average. However, there are a number of occupations that have much higher than average wages, including:





Data reports were pulled for both Tacoma and Everett, so that readers could see how Vancouver's creative economy compares to other cities in Washington of a similar size. Comparatively speaking, Vancouver's creative vitality is doing well, with its overall CVI (0.81) being somewhat higher than Everett (0.67) and somewhat lower than Tacoma (0.90). While Everett has significantly more creative sector jobs (5,994) than both Vancouver (3,170) and Tacoma (4,392), both Tacoma and Vancouver's creative economy as a whole are a bit more broad-based. Snapshot reports for Tacoma and Everett are attached to this report.



Creative industry sales in Vancouver were up 5.6% annually, from \$395.6M in 2016 to \$417.8M in 2016.

Vancouver Downtown Core (98660)

In the downtown core, the creative vitality is much more vibrant, with a Creative Vitality Index that has been steadily rising over the past several years, to 1.60. This value is much higher than both the national average (1.0), and the average for Washington State (1.02). Additionally, the downtown has seen 7% gain in number of creative jobs between 2015 and 2016, and a 10% gain in creative industry earning during the same period of time. The strong growth in both of these categories offsets the losses in cultural nonprofit revenues, which were down 20% from 2015.

There were approximately 698 total creative-sector jobs within this ZIP code in 2016. Occupations with the greatest number of jobs include:

1. Software developers (90)
2. Interpreters and Translators (45)
3. Graphic Designers (42)
4. Editors (39)
5. Photographers (39)



Vancouver Historic District Area (98661)

In the historic area of Vancouver, growth of the creative sector has been mixed. While both the number of jobs and industry earnings gained year over year, at 3% and 6% respectively, these gains were not great enough to offset the losses the area has seen in cultural nonprofit revenues, which experienced a 37% loss since 2015. This loss was a contributing factor to the drop in the Creative Vitality Index in the region, from 0.72 in 2015 to 0.06 in 2016.

There were approximately 556 total creative-sector jobs within this ZIP code in 2016. Occupations with the greatest number of jobs include:

1. Software developers (56)
2. Librarians (38)
3. Interpreters & Translators (25)
4. Marketing Managers (22)
5. Musicians & Singers (21)

All data comes from the 2016 Creative Vitality Suite, unless otherwise noted.

Creative Vitality Index



0.81

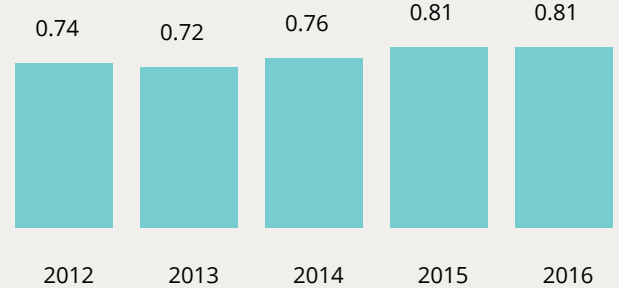
CVI Value

United States CVI = 1.0

Total Population

217,372

Past 5 years of CVI Performance



This regional snapshot report gives the big picture of a region's creative landscape. It provides an overview of creative jobs, industry sales, FDR grants, and Nonprofit revenues.

GAIN

▲ **4%**
since 2015

2016 Creative Jobs

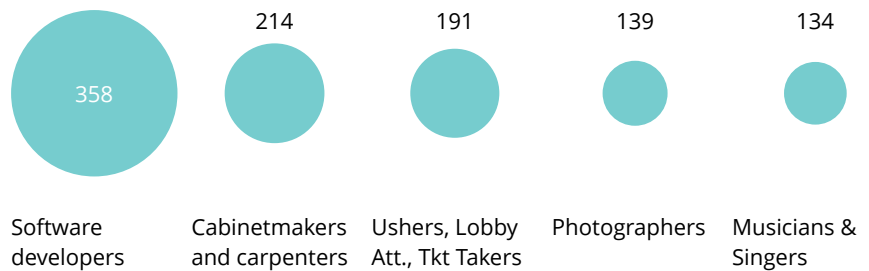


3,170

Total Creative Jobs

There are 116 more creative jobs in the region since 2015

Occupations with greatest number of jobs



2016 Creative Industries



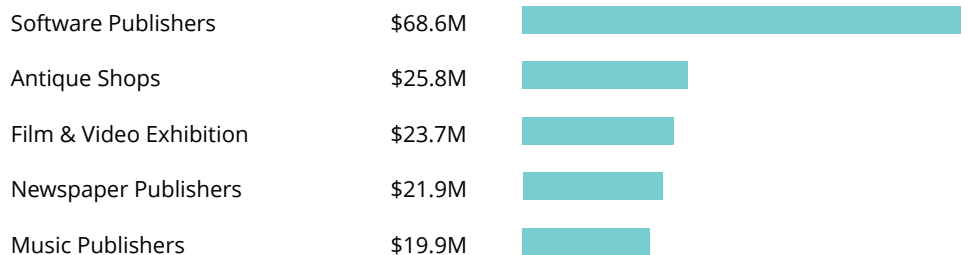
\$417.8M

Total Industry Sales

Industries with greatest sales

Industry type

Industry Sales



LOSS

▼ **18%**
since 2015

2016 Cultural Nonprofit



\$8.7M

Nonprofit Revenues

There are \$1.9 million less in revenues in the region since 2015

CVSuite does not have grant data for 2016.

Data Sources (Version 2017.3)

Descriptive Names of Industries (NAICS codes) & Occupations (SOC codes) have been truncated on the Regional Snapshot Report. For full descriptive names please visit the education section of learn.cvsuite.org

Due to rounding some percent values may not equal 100%.

Occupations: Economic Modeling Specialists International.

SOC Codes (79) 11-2011, 11-2021, 11-2031, 13-1011, 15-1131, 15-1132, 15-1134, 17-1011, 17-1012, 17-1021, 17-3011, 19-3091, 19-3093, 21-2021, 25-4011, 25-4012, 25-4013, 25-4021, 25-4031, 25-9011, 27-1011, 27-1012, 27-1013, 27-1014, 27-1019, 27-1021, 27-1022, 27-1023, 27-1024, 27-1025, 27-1026, 27-1027, 27-1029, 27-2011, 27-2012, 27-2031, 27-2032, 27-2041, 27-2042, 27-2099, 27-3011, 27-3021, 27-3022, 27-3031, 27-3041, 27-3042, 27-3043, 27-3091, 27-3099, 27-4011, 27-4012, 27-4013, 27-4014, 27-4021, 27-4031, 27-4032, 27-4099, 35-1011, 35-2013, 39-3031, 39-3092, 39-3099, 39-5091, 41-3011, 43-4121, 47-2044, 47-2161, 49-9063, 51-6041, 51-6051, 51-6052, 51-7011, 51-7021, 51-7031, 51-9051, 51-9071, 51-9151, 51-9194, 51-9195

Industry Sales: Economic Modeling Specialists International.

NAICS Codes (95) 238150, 238340, 238390, 311340, 311423, 311612, 311710, 311830, 311920, 311930, 311941, 311942, 312120, 323111, 323113, 323117, 323120, 327110, 327212, 332323, 337212, 339910, 339992, 423940, 443142, 445210, 445220, 445230, 448310, 451130, 451140, 451211, 453110, 453310, 453920, 511110, 511120, 511130, 511191, 511199, 511210, 512110, 512120, 512131, 512132, 512191, 512199, 512210, 512220, 512230, 512240, 512290, 515111, 515112, 515120, 515210, 519110, 519120, 519130, 541310, 541320, 541340, 541410, 541420, 541430, 541490, 541810, 541820, 541830, 541840, 541850, 541860, 541870, 541890, 541921, 541922, 611610, 711110, 711120, 711130, 711190, 711310, 711320, 711410, 711510, 712110, 712120, 712130, 712190, 722320, 722330, 811420, 812921, 812922, 813410

Class of worker: Economic Modeling Specialists International:

Non-QCEW Employees, QCEW Employees, Self-employed

State Arts Agency Grants: National Assembly of State Arts Agencies

Cultural Nonprofit Revenues: National Center for Charitable Statistics

Demographic: Economic Modeling Specialists International.

Creative vitality index (CVI): The Creative Vitality Index compares the per capita concentration of creative activity in two regions. Data on creative industries, occupations, and cultural nonprofit revenues are indexed using a population-based calculation. The resulting CVI Value shows a region's creative vitality compared to another region.

Vancouver contains: Vancouver contains:

98661, 98664, 98662, 98682, 98683, 98660, 98663

Snapshot of the Arts in Vancouver downtown

2016

Creative Vitality Index



1.60

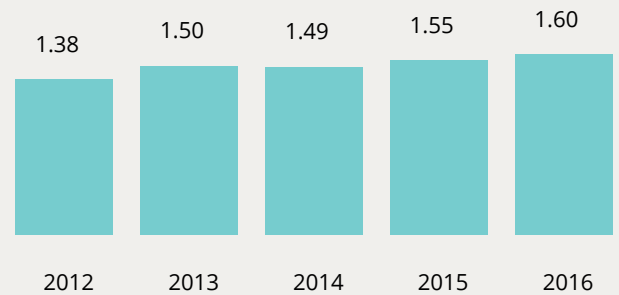
CVI Value

United States CVI = 1.0

Total Population

12,595

Past 5 years of CVI Performance



This regional snapshot report gives the big picture of a region's creative landscape. It provides an overview of creative jobs, industry earnings, FDR grants, and Nonprofit revenues.

GAIN

▲ 7%
since 2015

2016 Creative Jobs

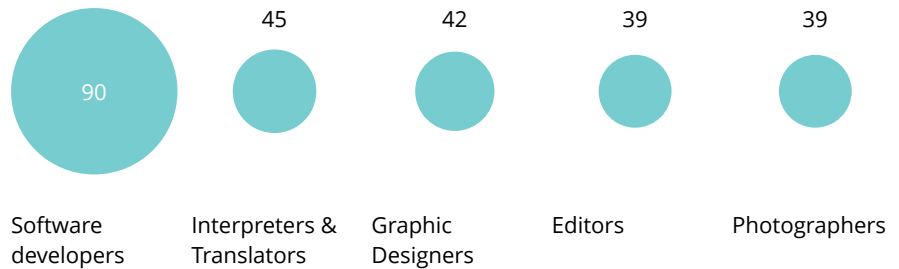


698

Total Creative Jobs

There are 48 more creative jobs in the region since 2015

Occupations with greatest number of jobs



GAIN

▲ 10%
since 2015

2016 Creative Industries



\$32.5M

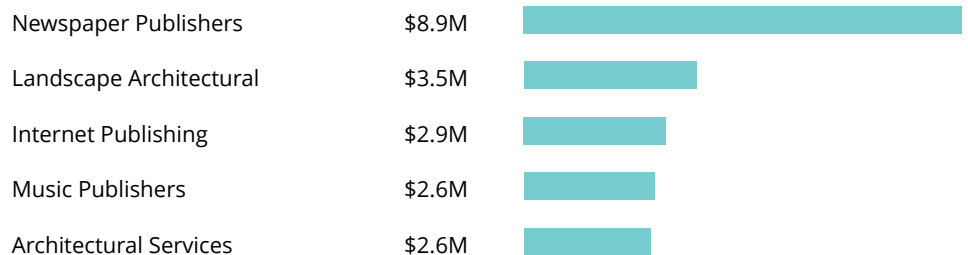
Total Industry Earnings

There is a gain of \$3.3 million in creative industry earnings in the region since 2015

Industries with greatest earnings

Industry type

Industry Earnings



LOSS

▼ 20%
since 2015

2016 Cultural Nonprofit



\$299.7K

Nonprofit Revenues

There are \$77 thousand less in revenues in the region since 2015

CVSuite does not have grant data for 2016.

DATA SOURCES: Economic Modeling Specialists International, National Assembly of State Arts Agencies, National Center for Charitable Statistics
CREATIVE VITALITY SUITE: The Creative Vitality Index compares the per capita concentration of creative activity in two regions. Data on creative industries, occupations, and cultural nonprofit revenues are indexed using a population-based calculation. The resulting CVI Value shows a region's creative vitality compared to another region. For more information on data sources visit: learn.cvsuite.org

Data Sources (Version 2017.3)

Descriptive Names of Industries (NAICS codes) & Occupations (SOC codes) have been truncated on the Regional Snapshot Report. For full descriptive names please visit the education section of learn.cvsuite.org

Due to rounding some percent values may not equal 100%.

Occupations: Economic Modeling Specialists International.

SOC Codes (79) 11-2011, 11-2021, 11-2031, 13-1011, 15-1131, 15-1132, 15-1134, 17-1011, 17-1012, 17-1021, 17-3011, 19-3091, 19-3093, 21-2021, 25-4011, 25-4012, 25-4013, 25-4021, 25-4031, 25-9011, 27-1011, 27-1012, 27-1013, 27-1014, 27-1019, 27-1021, 27-1022, 27-1023, 27-1024, 27-1025, 27-1026, 27-1027, 27-1029, 27-2011, 27-2012, 27-2031, 27-2032, 27-2041, 27-2042, 27-2099, 27-3011, 27-3021, 27-3022, 27-3031, 27-3041, 27-3042, 27-3043, 27-3091, 27-3099, 27-4011, 27-4012, 27-4013, 27-4014, 27-4021, 27-4031, 27-4032, 27-4099, 35-1011, 35-2013, 39-3031, 39-3092, 39-3099, 39-5091, 41-3011, 43-4121, 47-2044, 47-2161, 49-9063, 51-6041, 51-6051, 51-6052, 51-7011, 51-7021, 51-7031, 51-9051, 51-9071, 51-9151, 51-9194, 51-9195

Industry Earnings: Economic Modeling Specialists International.

NAICS Codes (95) 238150, 238340, 238390, 311340, 311423, 311612, 311710, 311830, 311920, 311930, 311941, 311942, 312120, 323111, 323113, 323117, 323120, 327110, 327212, 332323, 337212, 339910, 339992, 423940, 443142, 445210, 445220, 445230, 448310, 451130, 451140, 451211, 453110, 453310, 453920, 511110, 511120, 511130, 511191, 511199, 511210, 512110, 512120, 512131, 512132, 512191, 512199, 512210, 512220, 512230, 512240, 512290, 515111, 515112, 515120, 515210, 519110, 519120, 519130, 541310, 541320, 541340, 541410, 541420, 541430, 541490, 541810, 541820, 541830, 541840, 541850, 541860, 541870, 541890, 541921, 541922, 611610, 711110, 711120, 711130, 711190, 711310, 711320, 711410, 711510, 712110, 712120, 712130, 712190, 722320, 722330, 811420, 812921, 812922, 813410

Class of worker: Economic Modeling Specialists International:

Non-QCEW Employees, QCEW Employees, Self-employed

State Arts Agency Grants: National Assembly of State Arts Agencies

Cultural Nonprofit Revenues: National Center for Charitable Statistics

Demographic: Economic Modeling Specialists International.

Creative vitality index (CVI): The Creative Vitality Index compares the per capita concentration of creative activity in two regions. Data on creative industries, occupations, and cultural nonprofit revenues are indexed using a population-based calculation. The resulting CVI Value shows a region's creative vitality compared to another region.

Vancouver downtown contains:
98660

Snapshot of the Arts in Vancouver - historic site

2016

Creative Vitality Index



0.60

CVI Value

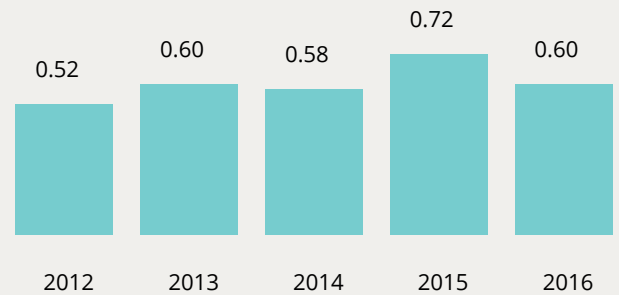
United States CVI = 1.0

This regional snapshot report gives the big picture of a region's creative landscape. It provides an overview of creative jobs, industry earnings, FDR grants, and Nonprofit revenues.

Total Population

44,521

Past 5 years of CVI Performance



GAIN

▲ 3%
since 2015

2016 Creative Jobs

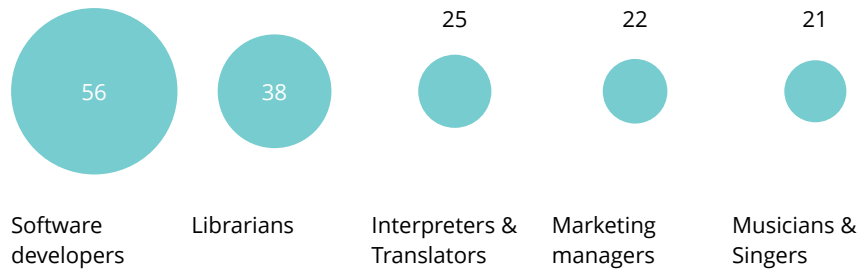


556

Total Creative Jobs

There are 17 more creative jobs in the region since 2015

Occupations with greatest number of jobs



GAIN

▲ 6%
since 2015

2016 Creative Industries



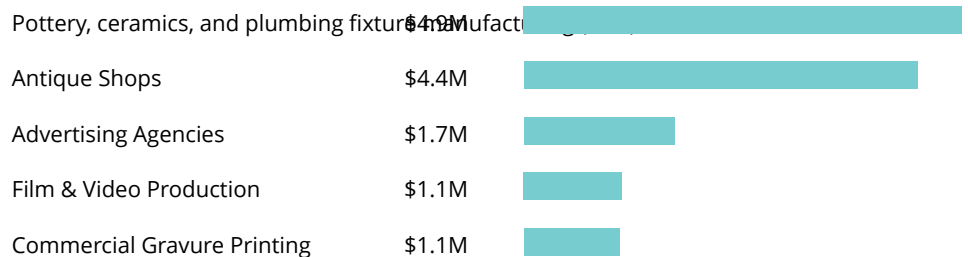
\$21.4M

Total Industry Earnings

There is a gain of \$1.3 million in creative industry earnings in the region since 2015

Industries with greatest earnings

Industry type Industry Earnings



LOSS

▼ 37%
since 2015

2016 Cultural Nonprofit



\$5.0M

Nonprofit Revenues

There are \$2.9 million less in revenues in the region since 2015

CVSuite does not have grant data for 2016.

DATA SOURCES: Economic Modeling Specialists International, National Assembly of State Arts Agencies, National Center for Charitable Statistics
 CREATIVE VITALITY SUITE: The Creative Vitality Index compares the per capita concentration of creative activity in two regions. Data on creative industries, occupations, and cultural nonprofit revenues are indexed using a population-based calculation. The resulting CVI Value shows a region's creative vitality compared to another region. For more information on data sources visit: learn.cvsuite.org

Data Sources (Version 2017.3)

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Due to rounding some percent values may not equal 100%.

Occupations: Economic Modeling Specialists International.

SOC Codes (79) 11-2011, 11-2021, 11-2031, 13-1011, 15-1131, 15-1132, 15-1134, 17-1011, 17-1012, 17-1021, 17-3011, 19-3091, 19-3093, 21-2021, 25-4011, 25-4012, 25-4013, 25-4021, 25-4031, 25-9011, 27-1011, 27-1012, 27-1013, 27-1014, 27-1019, 27-1021, 27-1022, 27-1023, 27-1024, 27-1025, 27-1026, 27-1027, 27-1029, 27-2011, 27-2012, 27-2031, 27-2032, 27-2041, 27-2042, 27-2099, 27-3011, 27-3021, 27-3022, 27-3031, 27-3041, 27-3042, 27-3043, 27-3091, 27-3099, 27-4011, 27-4012, 27-4013, 27-4014, 27-4021, 27-4031, 27-4032, 27-4099, 35-1011, 35-2013, 39-3031, 39-3092, 39-3099, 39-5091, 41-3011, 43-4121, 47-2044, 47-2161, 49-9063, 51-6041, 51-6051, 51-6052, 51-7011, 51-7021, 51-7031, 51-9051, 51-9071, 51-9151, 51-9194, 51-9195

Industry Earnings: Economic Modeling Specialists International.

NAICS Codes (95) 238150, 238340, 238390, 311340, 311423, 311612, 311710, 311830, 311920, 311930, 311941, 311942, 312120, 323111, 323113, 323117, 323120, 327110, 327212, 332323, 337212, 339910, 339992, 423940, 443142, 445210, 445220, 445230, 448310, 451130, 451140, 451211, 453110, 453310, 453920, 511110, 511120, 511130, 511191, 511199, 511210, 512110, 512120, 512131, 512132, 512191, 512199, 512210, 512220, 512230, 512240, 512290, 515111, 515112, 515120, 515210, 519110, 519120, 519130, 541310, 541320, 541340, 541410, 541420, 541430, 541490, 541810, 541820, 541830, 541840, 541850, 541860, 541870, 541890, 541921, 541922, 611610, 711110, 711120, 711130, 711190, 711310, 711320, 711410, 711510, 712110, 712120, 712130, 712190, 722320, 722330, 811420, 812921, 812922, 813410

Class of worker: Economic Modeling Specialists International:

Non-QCEW Employees, QCEW Employees, Self-employed

State Arts Agency Grants: National Assembly of State Arts Agencies

Cultural Nonprofit Revenues: National Center for Charitable Statistics

Demographic: Economic Modeling Specialists International.

Creative vitality index (CVI): The Creative Vitality Index compares the per capita concentration of creative activity in two regions. Data on creative industries, occupations, and cultural nonprofit revenues are indexed using a population-based calculation. The resulting CVI Value shows a region's creative vitality compared to another region.

Vancouver - historic site contains:
98661

Creative Vitality Index



0.67

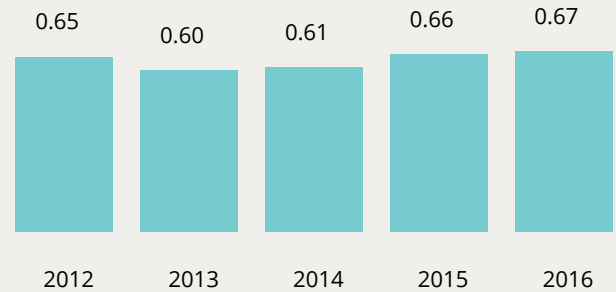
CVI Value

United States CVI = 1.0

Total Population

260,961

Past 5 years of CVI Performance



This regional snapshot report gives the big picture of a region's creative landscape. It provides an overview of creative jobs, industry earnings, FDR grants, and Nonprofit revenues.

GAIN

▲ **3%**
since 2015

2016 Creative Jobs

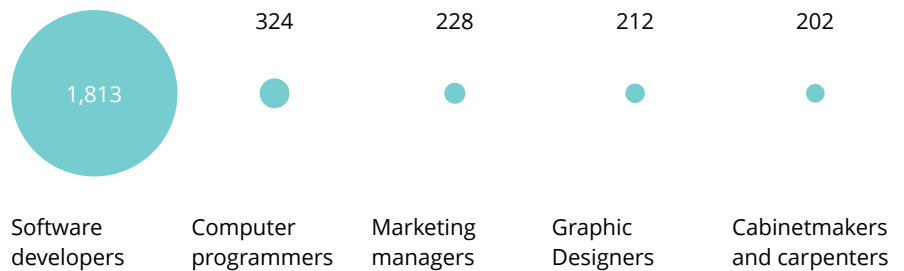


5,994

Total Creative Jobs

There are 164 more creative jobs in the region since 2015

Occupations with greatest number of jobs



GAIN

▲ **11%**
since 2015

2016 Creative Industries



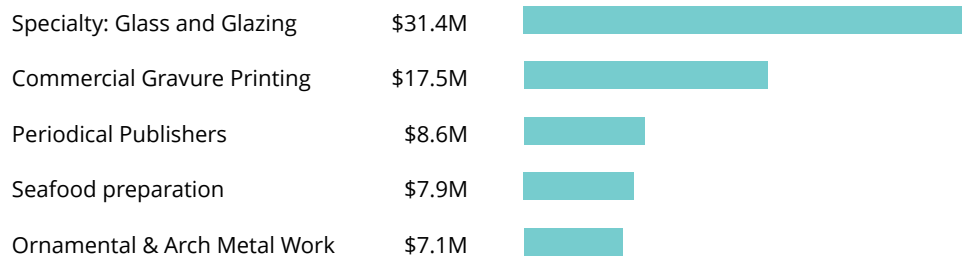
\$178.4M

Total Industry Earnings

There is a gain of \$20.0 million in creative industry earnings in the region since 2015

Industries with greatest earnings

Industry type



GAIN

▲ **5%**
since 2015

2016 Cultural Nonprofit



\$6.9M

Nonprofit Revenues

There are \$367 thousand more in revenues in the region since 2015

CVSuite does not have grant data for 2016.

Data Sources (Version 2017.3)

Descriptive Names of Industries (NAICS codes) & Occupations (SOC codes) have been truncated on the Regional Snapshot Report. For full descriptive names please visit the education section of learn.cvsuite.org

Due to rounding some percent values may not equal 100%.

Occupations: Economic Modeling Specialists International.

SOC Codes (79) 11-2011, 11-2021, 11-2031, 13-1011, 15-1131, 15-1132, 15-1134, 17-1011, 17-1012, 17-1021, 17-3011, 19-3091, 19-3093, 21-2021, 25-4011, 25-4012, 25-4013, 25-4021, 25-4031, 25-9011, 27-1011, 27-1012, 27-1013, 27-1014, 27-1019, 27-1021, 27-1022, 27-1023, 27-1024, 27-1025, 27-1026, 27-1027, 27-1029, 27-2011, 27-2012, 27-2031, 27-2032, 27-2041, 27-2042, 27-2099, 27-3011, 27-3021, 27-3022, 27-3031, 27-3041, 27-3042, 27-3043, 27-3091, 27-3099, 27-4011, 27-4012, 27-4013, 27-4014, 27-4021, 27-4031, 27-4032, 27-4099, 35-1011, 35-2013, 39-3031, 39-3092, 39-3099, 39-5091, 41-3011, 43-4121, 47-2044, 47-2161, 49-9063, 51-6041, 51-6051, 51-6052, 51-7011, 51-7021, 51-7031, 51-9051, 51-9071, 51-9151, 51-9194, 51-9195

Industry Earnings: Economic Modeling Specialists International.

NAICS Codes (95) 238150, 238340, 238390, 311340, 311423, 311612, 311710, 311830, 311920, 311930, 311941, 311942, 312120, 323111, 323113, 323117, 323120, 327110, 327212, 332323, 337212, 339910, 339992, 423940, 443142, 445210, 445220, 445230, 448310, 451130, 451140, 451211, 453110, 453310, 453920, 511110, 511120, 511130, 511191, 511199, 511210, 512110, 512120, 512131, 512132, 512191, 512199, 512210, 512220, 512230, 512240, 512290, 515111, 515112, 515120, 515210, 519110, 519120, 519130, 541310, 541320, 541340, 541410, 541420, 541430, 541490, 541810, 541820, 541830, 541840, 541850, 541860, 541870, 541890, 541921, 541922, 611610, 711110, 711120, 711130, 711190, 711310, 711320, 711410, 711510, 712110, 712120, 712130, 712190, 722320, 722330, 811420, 812921, 812922, 813410

Class of worker: Economic Modeling Specialists International:

Non-QCEW Employees, QCEW Employees, Self-employed

State Arts Agency Grants: National Assembly of State Arts Agencies

Cultural Nonprofit Revenues: National Center for Charitable Statistics

Demographic: Economic Modeling Specialists International.

Creative vitality index (CVI): The Creative Vitality Index compares the per capita concentration of creative activity in two regions. Data on creative industries, occupations, and cultural nonprofit revenues are indexed using a population-based calculation. The resulting CVI Value shows a region's creative vitality compared to another region.

Everett contains:

98201, 98203, 98204, 98207, 98208, 98272, 98275, 98290, and more... (available upon request)

Creative Vitality Index



0.90

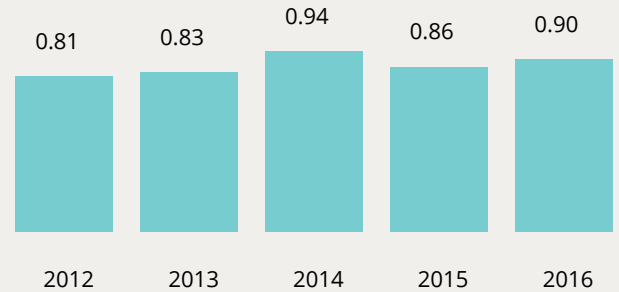
CVI Value

United States CVI = 1.0

Total Population

360,335

Past 5 years of CVI Performance



This regional snapshot report gives the big picture of a region's creative landscape. It provides an overview of creative jobs, industry earnings, FDR grants, and Nonprofit revenues.

GAIN

▲ **2%**
since 2015

2016 Creative Jobs

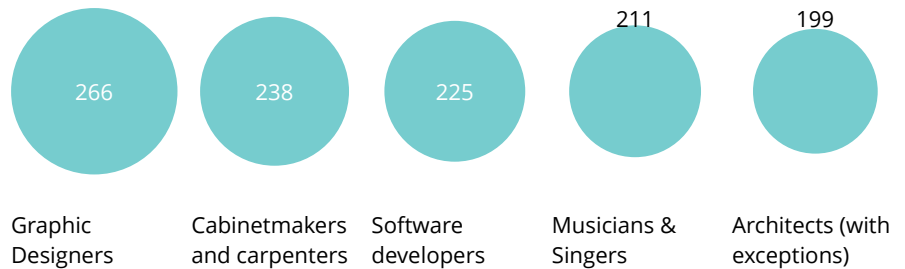


4,392

Total Creative Jobs

There are 104 more creative jobs in the region since 2015

Occupations with greatest number of jobs



GAIN

▲ **3%**
since 2015

2016 Creative Industries



\$206.4M

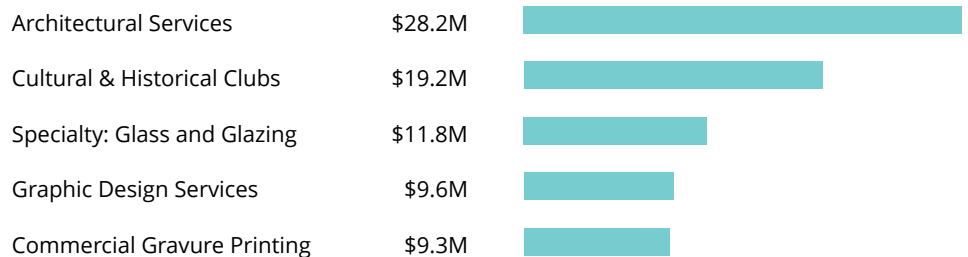
Total Industry Earnings

There is a gain of \$6.9 million in creative industry earnings in the region since 2015

Industries with greatest earnings

Industry type

Industry Earnings



GAIN

▲ **6%**
since 2015

2016 Cultural Nonprofit



\$27.7M

Nonprofit Revenues

There are \$1.8 million more in revenues in the region since 2015

CVSuite does not have grant data for 2016.

Data Sources (Version 2017.3)

Descriptive Names of Industries (NAICS codes) & Occupations (SOC codes) have been truncated on the Regional Snapshot Report. For full descriptive names please visit the education section of learn.cvsuite.org

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Occupations: Economic Modeling Specialists International.

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Industry Earnings: Economic Modeling Specialists International.

NAICS Codes (95) 238150, 238340, 238390, 311340, 311423, 311612, 311710, 311830, 311920, 311930, 311941, 311942, 312120, 323111, 323113, 323117, 323120, 327110, 327212, 332323, 337212, 339910, 339992, 423940, 443142, 445210, 445220, 445230, 448310, 451130, 451140, 451211, 453110, 453310, 453920, 511110, 511120, 511130, 511191, 511199, 511210, 512110, 512120, 512131, 512132, 512191, 512199, 512210, 512220, 512230, 512240, 512290, 515111, 515112, 515120, 515210, 519110, 519120, 519130, 541310, 541320, 541340, 541410, 541420, 541430, 541490, 541810, 541820, 541830, 541840, 541850, 541860, 541870, 541890, 541921, 541922, 611610, 711110, 711120, 711130, 711190, 711310, 711320, 711410, 711510, 712110, 712120, 712130, 712190, 722320, 722330, 811420, 812921, 812922, 813410

Class of worker: Economic Modeling Specialists International:

Non-QCEW Employees, QCEW Employees, Self-employed

State Arts Agency Grants: National Assembly of State Arts Agencies

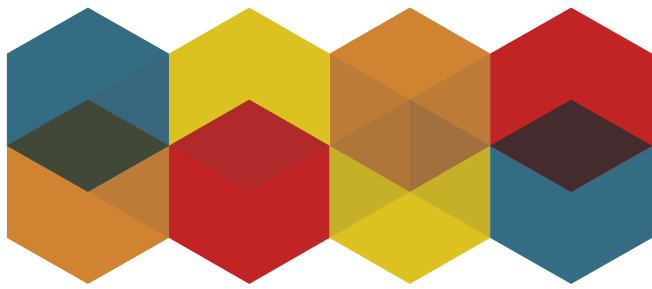
Cultural Nonprofit Revenues: National Center for Charitable Statistics

Demographic: Economic Modeling Specialists International.

Creative vitality index (CVI): The Creative Vitality Index compares the per capita concentration of creative activity in two regions. Data on creative industries, occupations, and cultural nonprofit revenues are indexed using a population-based calculation. The resulting CVI Value shows a region's creative vitality compared to another region.

Tacoma contains:

98402, 98403, 98404, 98405, 98406, 98407, 98408, 98409, and more... (available upon request)



Washington Certified Creative Districts Program

Annette Roth, Creative Districts Program Manager
ArtsWA | PO Box 42675 | Olympia WA 98504-2675 | www.arts.wa.gov
360-586-8098 direct | 360-753-3860 agency | annette.roth@arts.wa.gov



STAFF REPORT NO. 041-18

TO: Mayor and City Council
FROM: Eric Holmes, City Manager

DATE: 4/09/2018



Subject: Columbia St., Main St., Traffic Signal Integration Project, construction acceptance and release retainage bond.

Key Points:

- 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.

Objective: To accept construction as complete and release retainage bond.

Present Situation: 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.

Advantage(s):

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

Disadvantage(s): None

Budget Impact: The project was funded through Federal grants and local funds, and budgeted in the Transportation Capital Fund budget and the Traffic Engineering and Operations budget.

Prior Council Review: Award of construction contract for the project on August 22, 2016.

Action Requested: On April 9, 2018, accept the Columbia St, Main St, Traffic Signal Integration Project as constructed by Mill Plain Electric, Inc. of Vancouver, Washington, and authorize release of retainage bond subject to receipt of all documentation required by law.



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

STAFF REPORT NO. 042-18

TO: Mayor and City Council
FROM: Eric Holmes, City Manager

DATE: 4/09/2018



Subject: 2017 Preservation Curb Ramps project, construction acceptance and release of retainage.

Key Points:

- The project constructed 73 Americans with Disabilities Act (ADA) compliant curb ramps at various locations across the City.
- Integrity Excavating & Construction of Battle Ground, Washington was awarded the contract for the 2017 Preservation Curb Ramps project in April 2017.
- Construction began in May 2017.
- Project was physically complete in October 2017.
- Final construction costs for the project are \$664,554.67.
- This project funded by the Pavement Management Program in the Street Fund.

Objective: To accept construction as complete and authorize release of retainage.

Present Situation: 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.

Advantage(s):

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

Disadvantage(s): None

Budget Impact: The project is funded through the Pavement Management Program in the Street Fund.

Prior Council Review: Award of construction contract for the 2017 Preservation Curb Ramps project in April 2017.

Action Requested: On April 9, 2018, accept the 2017 Preservation Curb Ramps project as constructed by Integrity Excavating & Construction of Battle Ground, Washington, and authorize release of retainage in the amount of \$33,227.73, subject to receipt of all documentation required by law.



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

STAFF REPORT NO. 043-18

TO: Mayor and City Council
FROM: Eric Holmes, City Manager

DATE: 4/09/2018



Subject: Fourth Plain Subarea Sidewalk Infill Project, construction acceptance and release of retainage.

Key Points:

- 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.

Objective: To accept construction as complete and authorize release of retainage bond.

Present Situation: The project added sidewalks to the west side of Rossiter Lane and the east side of Neals Lane north of Fourth Plain Boulevard.

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.

Advantage(s):

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

Disadvantage(s): None

Budget Impact: This project is funded by a CMAQ federal grant and local funds. The project is included in the 2017-2018 Transportation Capital Fund Budget.

Prior Council Review:

1. Approval of the 2017-2018 budget which contained the referenced project.
2. Award of construction contract for the Fourth Plain Subarea Sidewalk Infill Project in April 2017.

Action Requested: On April 9, 2018, accept the Fourth Plain Subarea Sidewalk Infill Project as constructed by Wildish Standard Paving Company of Eugene, Oregon, and authorize release of retainage bond, subject to receipt of all documentation required by law.



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

STAFF REPORT NO. 044-18

TO: Mayor and City Council
FROM: Eric Holmes, City Manager

DATE: 4/9/2018



Subject: Award construction contract for the 2018 Preservation Curb Ramps project (#072818).

Key Points:

- 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.
- Project includes construction of 77 curb ramps. Approximate curb ramp locations are shown on the attached map.
- City maintenance crews do not have the available labor or equipment to do the type of work being done as part of this project.

Objective: To award a contract for curb ramp construction in advance of resurfacing streets throughout Vancouver. 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: 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 to \$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.

Advantage(s):

1. Will construct curb ramps in advance of the annual paving contract, which will allow the paving to be done much faster and more efficiently.
2. Will ensure that cuts in the street from ramp construction will be completed before the final paving, which will prolong the life of the new pavement.
3. Will install ADA compliant curb ramps at intersections with sidewalks but without ramps.

Disadvantage(s):

1. Neighborhood residents, businesses and local traffic will be inconvenienced during the construction period at the various locations; however, the construction duration at each location is short, with traffic able to drive through construction zones, which will minimize the temporary inconvenience.
2. Construction will generate noise in the area; however, the contractor will not be working in one spot the entire time with all work expected to be complete within a few days at each location.

Budget Impact: The project is currently funded through the Pavement Management Program in the Street Fund. No additional budget appropriation is required.

Prior Council Review: None

Action Requested: On April 9, 2018, award a construction contract for the 2018 Preservation - Curb Ramps project to the lowest responsive and responsible bidder, and authorize the City Manager or his 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.

Attachment(s):

Contract

Apprenticeship Utilization

Map of 2018 Preservation Curb Ramp Locations



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

CONTRACT # _____

ITB 18-6 2018 PRESERVATION CURB RAMP PROJECT

THIS CONTRACT, effective this _____ day of _____, 2018, is entered into by and between Advanced Excavating Specialists LLC, 1010 Columbia Boulevard, Longview WA 98632 hereinafter referred to as the Contractor, and the City of Vancouver, a municipal corporation of the State of Washington, hereinafter referred to as the Owner.

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

This contract provides for the improvement of * curbs, sidewalks, excavation, minor paving *** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications for Bid 18-6 2018 Preservation Curb Ramps.**

The work under the contract shall be fully completed within 50 working days of issuance of Notice to Proceed.

All work shall be done in accordance with the Contract on file with the City of Vancouver, and in accordance with such alterations or modifications as may be made by the Owner. The Contractor agrees to do the work and furnish the materials in a most substantial and workmanlike manner and within the time limits stated in the Contract. The Contractor agrees that it will make all necessary arrangements for the obtaining of permits from the United States, State of Washington, and/or any of its agencies as may be necessary to do the work required and covered by this Contract.

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

necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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

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

Including 8.4% Washington State Sales Tax (if applicable)

Six Hundred Seventy Four Thousand Three Hundred Twelve and 00/100 Dollars

\$674,312.00

The amount finally to be paid is, however, variable upon the work actually done and final payment will be made upon the basis of the amount of work done and the materials

furnished and at the lump sum or unit prices fixed in the Contractor's Proposal or as modified by any or all approved Change Orders.

5. **Contractor's Insurance:** The Contractor agrees to procure insurance coverage as required by Section 1-07.18 of the Special Provisions.
6. **Contractor's Bond:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Contract Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price executed by itself as principal and by a surety company authorized to do business in the State of Washington as surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Revised Code of Washington, Chapter 39.08.
7. **Employment of Labor:** The Contractor agrees that all persons employed in it and by any of its subcontractors in work done pursuant to this Contract shall not be employed in excess of 8 hours in any one day, except as provided or allowed by law.
8. **Payment of Labor:** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the work of this Contract will be paid not less than the prevailing rate of wage for an hours work in accordance with the provisions of the Revised Code of Washington, Chapter 39.12, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the bid submittal deadline for this project (**MARCH 27, 2018**), the applicable effective date for prevailing wages for this project is.

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

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

Progress payments to the Contractor shall be made within 30 days of receipt of the signed progress payment request, as approved by the Owner, for work completed during the previous month. There will be reserved and retained from monies earned by the Contractor on estimates during the progress of the improvements of work, a sum equal to

5 percent of all such estimates. Said retained amount shall be held in trust in accordance with the Specifications and Revised Code of Washington Ch. 60.28.

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

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

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

10. Indemnity:

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

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

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

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

16. **Bid Documents & Contract:** The complete Contract includes these parts: the Contract Form, Bidder's complete Proposal Form, Contract Plans, Contract Provisions, Standard Specifications, Standard Plans, Addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any). These parts complement each other in describing a complete Work. Any requirement in one part binds as if stated in all parts.
17. **Coordination of Contract Documents, Plans, Special Provisions, Specifications and Addenda:** As defined in section 1-04.2 in the 2016 Standard Specifications for Road, Bridge and Municipal Construction as published by the Washington State Department of Transportation as modified by the Special Provisions, provided that this contract form shall supersede in the event of conflict.
18. **Notices:** Whenever in this written Contract written notices are to be given or made, they may be sent by certified mail to the following people at the addresses as shown herein unless a different address is designated in writing or delivered to the respective party hereto:

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

Contractor: Chad Rohrbaugh
Advanced Excavating Specialists LLC
1010 Columbia Boulevard
Longview WA 98632

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Advanced Excavating Specialists LLC

Eric Holmes, City Manager Date

Signature:

Attest:

By: Printed Name / Title

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

Approved as to form:

E. Bronson Potter, City Attorney

LABOR AND MATERIALS PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS:

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

The condition of this obligation is such that whereas the PRINCIPAL entered into a
contract with CITY OF VANCOUVER dated _____, 20____, which
contract is hereunto annexed and made a part hereof, for accomplishment of the all contract
terms for the project described as follows: **Bid 18-6 2018 Preservation Curb Ramp Project**

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

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

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

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

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

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

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

SURETY

CONTRACTOR

By:_____

By*:_____

Title:_____

Title:_____

Street Address

Street Address

City, State ZIP

City, State ZIP

Phone Number

Phone Number

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

PERFORMANCE BOND

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

KNOW BY ALL MEN BY THESE PRESENTS:

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

WHEREAS, the CONTRACTOR entered into a contract with CITY OF VANCOUVER
dated _____, 20____, which Contract is hereunto annexed and made a part
hereof, for accomplishment of the all contract terms for the project described as follows: **Bid 18-
6 2018 Preservation Curb Ramp Project.**

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

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

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

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

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

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

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

SURETY

By:_____

Title:_____

Street Address

City State ZIP

Phone Number

CONTRACTOR

By*:_____

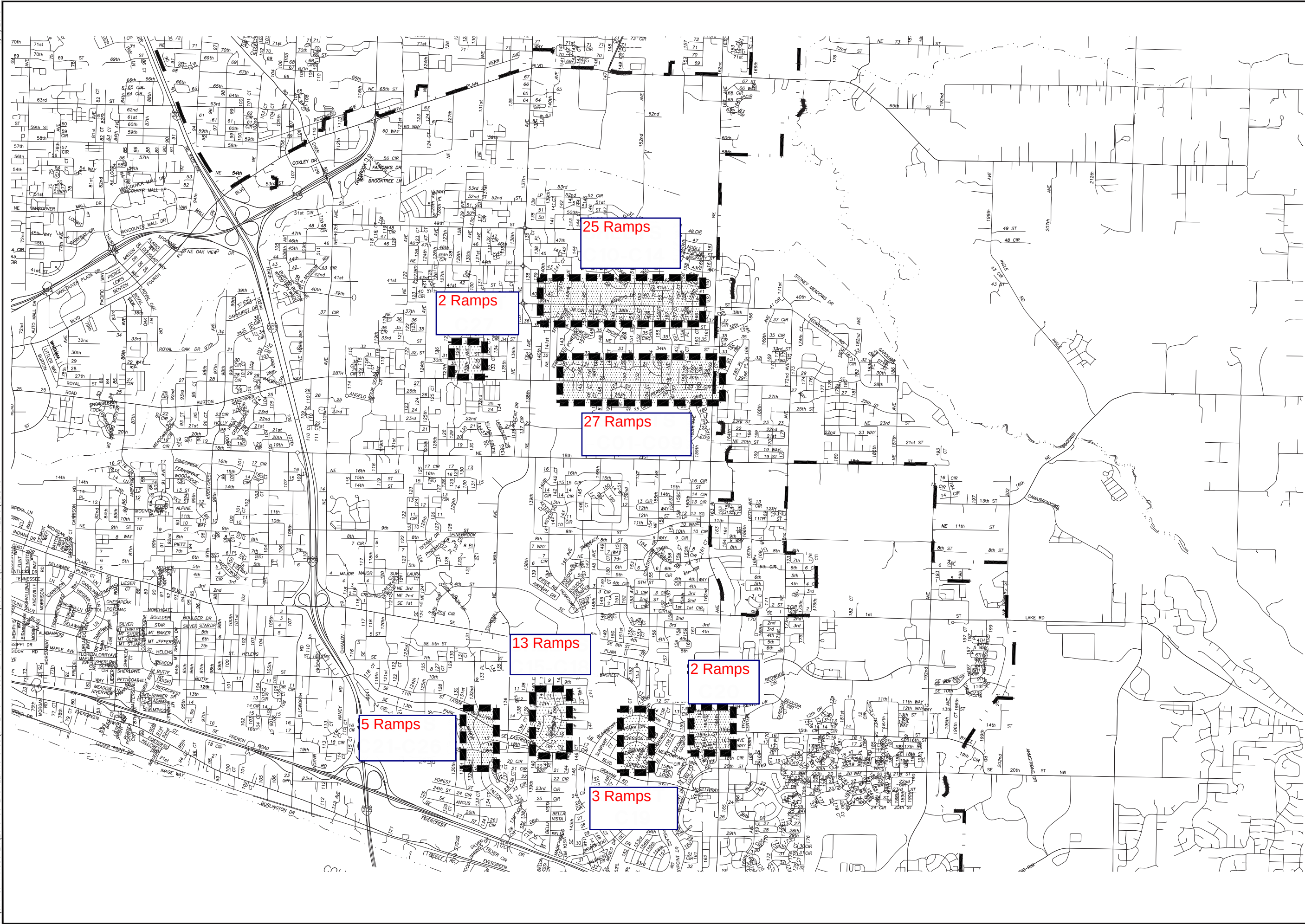
Title:_____

Street Address

City State ZIP

Phone Number

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



**PUBLIC WORKS
TRANSPORTATION
P.O. BOX 1995
VANCOUVER, WA
98668-1995
360-487-7750
FAX: 360-487-4781**



**CALL
2 BUSINESS DAYS
BEFORE YOU DIG
-800-424-5555
"It's the Law"
COORDINATING COUNCIL**

STAFF REPORT NO. 045-18

TO: Mayor and City Council
FROM: Eric Holmes, City Manager

DATE: 4/9/2018



Subject: Award construction contract for the 2018 Resurfacing Curb Ramps project (#072818).

Key Points:

1. The City is resurfacing approximately 19 lane miles of street with hot mix asphalt (HMA) overlay treatments.
2. 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. Alterations include HMA overlay treatments.
3. Project includes construction of 138 curb ramps. Approximate curb ramp locations are shown on the attached map.
4. City maintenance crews do not have the available labor or equipment to do the type of work being done as part of this project.

Objective: To award a contract for curb ramp construction in advance of resurfacing streets throughout Vancouver. 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: 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 their 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.

Advantage(s):

1. Will construct curb ramps in advance of the annual paving contract, which will allow the paving to be done much faster and more efficiently.
2. Will ensure that cuts in the street from ramp construction will be completed before the final paving, which will prolong the life of the new pavement.
3. Will install ADA compliant curb ramps at intersections with sidewalks but without ramps.

Disadvantage(s):

1. Neighborhood residents, businesses and local traffic will be inconvenienced during the construction period at the various locations; however, the construction duration at each location is short, with traffic able to drive through construction zones, which will minimize the temporary inconvenience.
2. Construction will generate noise in the area; however, the contractor will not be working in one spot the entire time with all work expected to be complete within a few days at each location.

Budget Impact: The project is currently funded through the Pavement Management Program in the Street Fund (\$1,200,000). No additional budget appropriation is required.

Prior Council Review: None

Action Requested: On April 9, 2018, award a construction contract for the 2018 Resurfacing - Curb Ramps project to the lowest responsive and responsible bidder, and authorize the City Manager or his 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.

Attachment(s):

Contract

Apprenticeship Utilization

Map of 2018 Resurfacing Curb Ramp Locations



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

CONTRACT # _____

ITB 18-4 2018 RESURFACING CURB RAMP PROJECT

THIS CONTRACT, effective this ____ day of _____, 2018, is entered into by and between M J Hughes Construction, 11510 NE 87th Ave, Vancouver WA 98662 hereinafter referred to as the Contractor, and the City of Vancouver, a municipal corporation of the State of Washington, hereinafter referred to as the Owner.

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

This contract provides for the improvement of * curbs, sidewalks, excavation, minor paving *** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications for ITB 18-4 2018 Resurfacing Curb Ramp Project.**

The work under the contract shall be fully completed within 75 working days of issuance of Notice to Proceed.

All work shall be done in accordance with the Contract on file with the City of Vancouver, and in accordance with such alterations or modifications as may be made by the Owner. The Contractor agrees to do the work and furnish the materials in a most substantial and workmanlike manner and within the time limits stated in the Contract. The Contractor agrees that it will make all necessary arrangements for the obtaining of permits from the United States, State of Washington, and/or any of its agencies as may be necessary to do the work required and covered by this Contract.

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

necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
4. **City of Vancouver Business & Occupational License:** Contractors will be required to get a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.
5. **Owner's Obligation:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the Vancouver City Council, the Owner agrees to pay to the Contractor in the manner and at the times provided hereinafter and in the Contract Documents, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated:

Including 8.4% Washington State Sales Tax (if applicable)

One Million One Hundred Eighty Eight Thousand Four Hundred Ninety Eight Dollars and 00/100

\$1,188,498.00

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

5. **Contractor's Insurance:** The Contractor agrees to procure insurance coverage as required by Section 1-07.18 of the Special Provisions.
6. **Contractor's Bond:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Contract Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price executed by itself as principal and by a surety company authorized to do business in the State of Washington as surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Revised Code of Washington, Chapter 39.08.
7. **Employment of Labor:** The Contractor agrees that all persons employed in it and by any of its subcontractors in work done pursuant to this Contract shall not be employed in excess of 8 hours in any one day, except as provided or allowed by law.
8. **Payment of Labor:** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the work of this Contract will be paid not less than the prevailing rate of wage for an hours work in accordance with the provisions of the Revised Code of Washington, Chapter 39.12, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the bid submittal deadline for this project (**MARCH 6, 2018**), the applicable effective date for prevailing wages for this project is.

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

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

Progress payments to the Contractor shall be made within 30 days of receipt of the signed progress payment request, as approved by the Owner, for work completed during the previous month. There will be reserved and retained from monies earned by the

Contractor on estimates during the progress of the improvements of work, a sum equal to 5 percent of all such estimates. Said retained amount shall be held in trust in accordance with the Specifications and Revised Code of Washington Ch. 60.28.

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

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

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

10. Indemnity:

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

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

2. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent of the Contractor, even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW. To the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. This indemnity and hold harmless shall NOT apply in the case where liability arises from the sole negligence of the City. Contractor specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115.
11. **Ownership of Records and Documents – Public Disclosure:** All materials, writings and products produced by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such materials, writings and products to the City. A copy may be retained by the Contractor. In the event the City receives a public record request for such materials, writings or products the City may, in its discretion, notify the Contractor of such request and withholds disclosure of such information for not less than five (5) business days to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees, or penalty assessment under Ch.42.56 RCW.
12. **Amendments:** All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.
13. **Jurisdiction/Venue:** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action or litigation shall be in the Superior Court of the State of Washington in and for the County of Clark. This Agreement shall be governed by the law of the State of Washington.
14. **Assignment:** This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without express written authorization.
15. **Termination for Convenience:** The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.
16. **Bid Documents & Contract:** The complete Contract includes these parts: the Contract Form, Bidder's complete Proposal Form, Contract Plans, Contract Provisions, Standard

Specifications, Standard Plans, Addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any). These parts complement each other in describing a complete Work. Any requirement in one part binds as if stated in all parts.

17. **Coordination of Contract Documents, Plans, Special Provisions, Specifications and Addenda:** As defined in section 1-04.2 in the 2016 Standard Specifications for Road, Bridge and Municipal Construction as published by the Washington State Department of Transportation as modified by the Special Provisions, provided that this contract form shall supersede in the event of conflict.
18. **Notices:** Whenever in this written Contract written notices are to be given or made, they may be sent by certified mail to the following people at the addresses as shown herein unless a different address is designated in writing or delivered to the respective party hereto:

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

Contractor: **CONTRACTOR CONTACT**
MJ Hughes Construction
11510 NE 87th Ave
Vancouver WA 98662

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
MJ Hughes Construction

Eric Holmes, City Manager

Signature:

DATE

By: Printed Name / Title

Attest:

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

Approved as to form:

E. Bronson Potter, City Attorney

LABOR AND MATERIALS PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS:

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

The condition of this obligation is such that whereas the PRINCIPAL entered into a
contract with CITY OF VANCOUVER dated _____, 20____, which
contract is hereunto annexed and made a part hereof, for accomplishment of the all contract
terms for the project described as follows: **Bid 18-4 2018 Resurfacing Curb Ramp Project**

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

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

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

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

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

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

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

SURETY

CONTRACTOR

By:_____

By*:_____

Title:_____

Title:_____

Street Address

Street Address

City, State ZIP

City, State ZIP

Phone Number

Phone Number

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

PERFORMANCE BOND

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

KNOW BY ALL MEN BY THESE PRESENTS:

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

WHEREAS, the CONTRACTOR entered into a contract with CITY OF VANCOUVER
dated _____, 20____, which Contract is hereunto annexed and made a part
hereof, for accomplishment of the all contract terms for the project described as follows: **Bid 18-4 2018 Resurfacing Curb Ramp Project.**

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

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

ITB 18-4 2018 RESURFACING CURB RAMP PROJECT
Performance Bond

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

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

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

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

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

SURETY

CONTRACTOR

By:_____

By*:_____

Title:_____

Title:_____

Street Address

Street Address

City State ZIP

City State ZIP

Phone Number

Phone Number

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

March 29, 2018

Mr. Mike Wolfson
City of Vancouver

SUBJECT: Apprenticeship Utilization Plan

Dear Mr. Wolfson,

As requested we are providing this narrative to go along with the our apprenticeship utilization report form and will address the four bullet points in the contract found on page B-10

- MJ Hughes estimates that we will achieve 255 hours of apprentice labor on this contract. We do not anticipate any subcontractors.
- MJ Hughes estimates a total of 8,483 labor hours to complete this contract
- MJ Hughes intends to meet or exceed the target of 3% of total labor hours by using apprentices from the Cement Masons Union #555 located in Portland, Oregon.
- MJ Hughes estimates the total labor cost of apprentice labor hours utilized on this contract to be \$11,475.00. MJ Hughes believes the cost of utilizing apprentices on the job to be \$0 as the costs spent training them are offset by their lower wages.
-

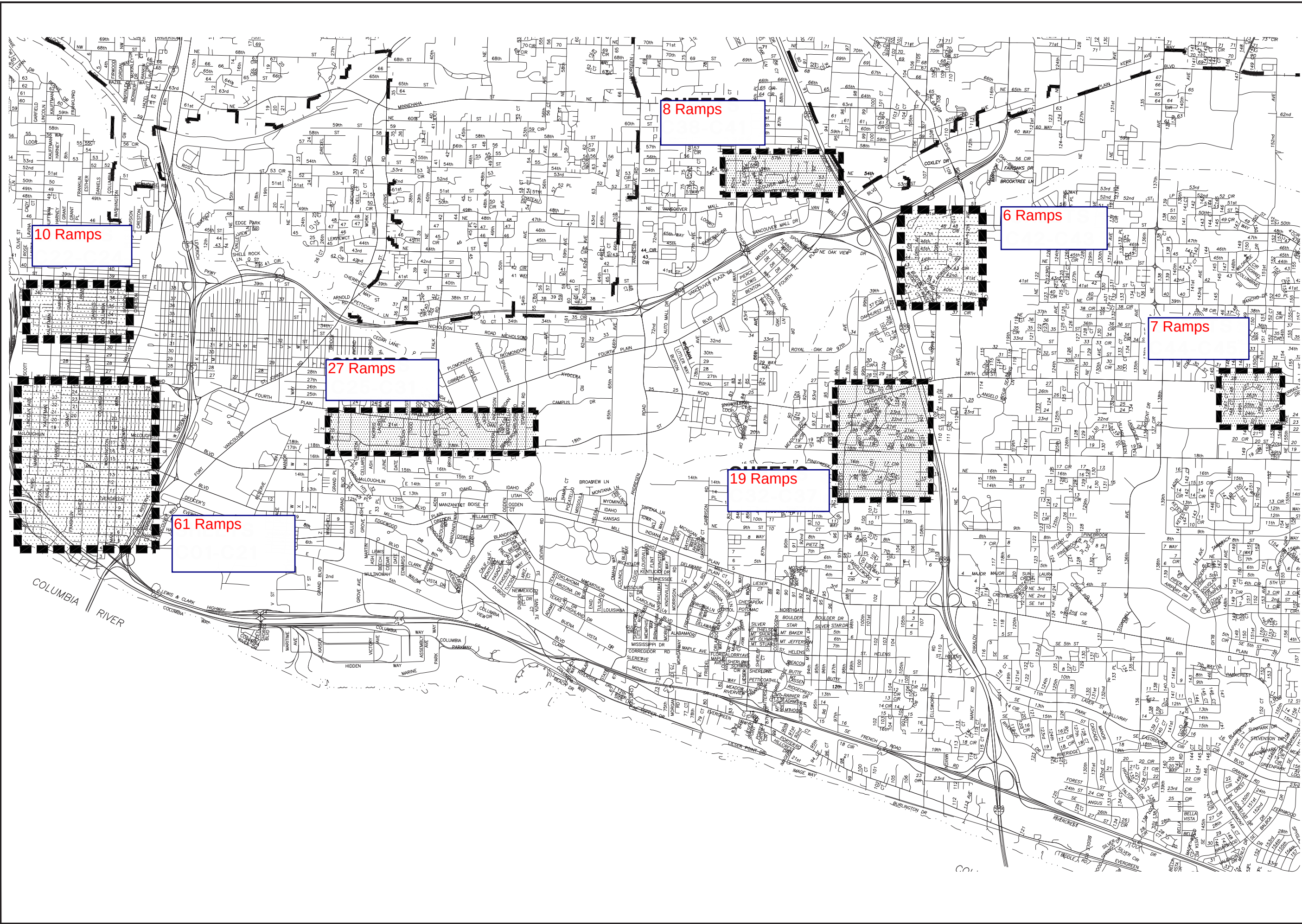
Please feel free to call me at 503-407-7029 or email me at mike@mjhughes.com if you have any questions.

Sincerely,
MJ Hughes Construction, Inc.

Mike Hughes
President

Apprentice Utilization Plan

[illegible]



2018 RESURFACING

CURB RAMPS

SHEET INDEX

SCALE	DATE: FEBRUARY 2018
HORIZONTAL:	DESIGNED BY:
VERTICAL:	DRAWN BY: DJM
	CHECKED BY: CAS
	APPROVED BY: MHA
	REVISIONS
	DATE
	No.

PUBLIC WORKS
TRANSPORTATION
P.O. BOX 1995
VANCOUVER, WA
98668-1995
360-487-7750
FAX: 360-487-4781

CALL
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1-800-424-5555
"It's the Law"

CLARK COUNTY UTILITIES COORDINATING COUNCIL

PROJECT NUMBER	072818
TASK NUMBER	06.19.04
G03	
SHEET	3 OF 54

STAFF REPORT NO. 046-18

TO: Mayor and City Council
FROM: Eric Holmes, City Manager



DATE: 4/9/2018

Subject: 2017 Joint City-County Contract Amendment for street preservation (#072818).

Key Points:

- The City maintains approximately 1,875 lane miles of streets in its system.
- The City's annual resurfacing and preservation contracts are the primary way that the streets get curb-to-curb work done on them.
- The project includes approximately 50 lane miles of street preservation. Additional preservation treatments such as slurry seals and bonded wearing course will be performed in subsequent contracts.
- City maintenance crews do not have the available labor, or equipment to do the type of work being done as part of this project.

Objective: To amend the 2017 Joint City-County Preservation Contract for slurry sealing, chip sealing, cape sealing, and micro-surfacing of various streets throughout Vancouver. 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: 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.

Advantage(s):

1. Will result in improved pavement on approximately 50 lane miles of streets in Vancouver, protecting the City's investment in its street network.
2. The City and Clark County are working cooperatively to make the best use of limited funds and save administrative costs and time during the bidding process by extending the contract.

3. Will reduce higher maintenance costs on City streets as well as extend the life of the pavement before more costly treatments are required.

Disadvantage(s):

1. Neighborhood residents, businesses and local traffic will be inconvenienced during the construction period at the various locations; however, the construction duration at each location is short, with traffic able to drive over the new surface within a few hours at most, which will minimize the temporary inconvenience.
2. Construction will generate noise in the area; however, the contractor will not be working in one spot the entire time with all work expected to be complete a few days at each location.

Budget Impact: The project is currently funded through the Pavement Management Program in the Street Fund (\$1,700,000). No additional budget appropriation is required.

Prior Council Review: None

Action Requested: On April 9, 2018, amend the Intermountain Slurry Seal Inc., of Sparks, Nevada, construction contract for the 2017 Joint City-County Contract and authorize the City Manager or his designee to sign the Contract Amendment for street preservation work for one (1) 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.

Attachment(s):

Contract Amendment
2018 Preservation Map



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

AMENDMENT No. 1
FORMAL BID AGREEMENT
BID #17-2: JOINT CITY-COUNTY PRESERVATION CONTRACT

This is an Amendment to **FORMAL BID** Agreement No. 87202 dated May 5, 2017, by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Intermountain Slurry Seal Inc hereinafter referred to as "Contractor", whose address is 1120 Terminal Way, Reno NV 89502

This amendment provides for the improvement of ***various roads in the City of Vancouver, by placing slurry seal, chip seal, microsurfacing, cape seal and striping (per the attached Project Lists and Plans)*** and other work, all in accordance with the Contract Plans, Contract Provisions, Special Provisions and the Standard Specifications contained in BID #17-2: Joint City-County Preservation Project.

1. This work shall be performed on the streets listed in the attached spreadsheet and by reference made part of this Amendment "2018 Intermountain Preliminary COV Street List" and as shown on herein attached and by reference made part of this Amendment "2018 Preliminary Preservation COV Map" and at the direction of City personnel.
2. Compensation for work performed shall be calculated based on updated pricing contained in the attached document and by reference made part of this Amendment "2018 Renewal From Intermountain".
3. Total compensation to Contractor for work performed shall not exceed One Million Six Hundred One Thousand Four Hundred Thirty Eight Dollars and 00/100 (\$1,601,438.00) as detailed in the attached spreadsheet and by reference made part of this Amendment "2018 COV Preservation Quantities_3_7_18". Any changes must be approved by written change order on City authorized forms and signed by all parties.
4. The following special conditions shall apply to work performed under this Amendment. In case of conflict these special conditions shall apply.
 - a. Work shall begin on or after July 5, 2018. Preservation treatments shall be completed by August 24, 2018. Striping shall be completed by September 7, 2018.
 - b. No work shall occur during the Ride Around Clark County (RACC) bicycle riding event, on August 18, unless otherwise approved by the Engineer. In the City the event route includes Talton Ave. from McGillivray Dr. to Cascade Park Dr. No treatments shall be applied to this section, between August 13, 2018 and August 18, 2018 to allow time for curing and clean up before the ride event.
 - c. Striping may be removed with either a hydroblaster or a grinder. Road surfaces shall be undamaged, clean and dry after striping removal.
 - d. Contractor shall complete all the short line striping, using thermos-plastic. This includes symbols, letters, and striping. Contractor shall also be responsible for layout of all the short line striping. The City will provide striping plans for the layout.

- e. The City will complete all long line striping and will be responsible for its layout.
- f. AR Chip shall consist of two types of rock. One for arterials (120,000 SY) and a finer chip gradation for neighborhood streets (86,000 SY). AR Chip placed on neighborhood streets shall be static rolled with a steel drum roller in addition to the pneumatic rollers while the AR Chip is still hot. The size of the steel drum roller and number of passes shall be adequate to re-orient the chip into a smoother surface. AR Chip placed on residential streets that are getting a cape seal shall not be rolled with a steel drum roller. The attached pdf shows the neighborhood streets.
- g. Speed Bump Clarification – each treatment covers the speed bumps except Chip. Chip stops at the bottom of the speed bump.
- h. AR Chip Seal Clarification (Staying 6” off of Curb). On cape seal streets, AR binder and rock shall be placed, so that approximately 6” is left between the chip seal and curb or gutter. On non-cape seal streets, chip seal shall extend curb to curb unless noted otherwise on the street list.

5. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

All other terms and conditions shall remain unchanged and in full force and effect.

DATED this _____ day of _____, 2018

CITY OF VANCOUVER,
A municipal corporation

CONTRACTOR:
Intermountain Slurry Seal Inc

Eric Holmes, City Manager Date

Signed Name Date

Attest:

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

Printed Name Title

Approved as to form:

E Bronson Potter, City Attorney

AR Chip

[illegible]

COV 2018 Preliminary Street List
Residential AR Chip

Section ID	Segment ID	Street Name	From Street Name	To Street Name	Functional Class	Length (FT)	Width (FT)	Area (SY)	District
00039200	0160	NE 40TH ST	NE 140TH AVE	NE 141ST AVE	R	200	40	888	AI
00039200	0170	NE 40TH ST	NE 141ST AVE	NE 141ST AVE	R	208	40	924	AI
00040700	0280	NE 42ND ST	NE 139TH AVE	NE 140TH AVE	R	300	40	1333	AI
00040700	0290	NE 42ND ST	NE 140TH AVE	NE 141ST AVE	R	450	40	2000	AI
00041200	0230	NE 43RD ST	NE 140TH AVE	NE 141ST CT	R	400	40	1777	AI
00041200	0250	NE 43RD ST	NE 147TH AVE	NE COLUMBINE DR	R	250	40	1111	AI
00041400	0100	NE 44TH CIR	END SECTION	NE WILDROSE DR	R	250	34	944	AI
00041400	0110	NE 44TH CIR	NE WILDROSE DR	CUL-DE-SAC	R	300	34	1133	AI
00042600	0320	NE 46TH ST	NE 147TH AVE	NE 148TH AVE	R	300	40	1333	AI
00042600	0330	NE 46TH ST	NE 148TH AVE	NE 149TH AVE	R	200	40	888	AI
00042600	0340	NE 46TH ST	NE 149TH AVE	CUL-DE-SAC	R	255	40	1133	AI
00042600	0345	NE 46TH ST	NE 46TH ST	CUL-DE-SAC	R	93	40	413	AI
00042600	0347	NE 46TH ST	CUL-DE-SAC	NE WILDROSE DR	R	300	40	1333	AI
00042600	0350	NE 46TH ST	NE WILDROSE DR	NE 151ST AVE	R	350	40	1555	AI
00042900	0440	NE 47TH ST	NE 48TH ST	NE 155TH AVE	C	290	40	1288	AI
00043300	0320	NE 48TH ST	NE 147TH AVE	NE 150TH AVE	C	600	40	2666	AI
00043300	0330	NE 48TH ST	NE 150TH AVE	NE 151ST AVE	C	455	40	2022	AI
00043300	0340	NE 48TH ST	NE 151ST AVE	NE 152ND AVE	C	270	40	1200	AI
00043300	0350	NE 48TH ST	NE 152ND AVE	NE 47TH ST	C	556	40	2471	AI
00043900	0380	NE 49TH ST	NE 137TH AVE	NE 139TH AVE	C	749	28	2330	AI
00043900	0390	NE 49TH ST	NE 139TH AVE	NE 141ST AVE	C	350	39	1516	AI
00043900	0400	NE 49TH ST	NE 141ST AVE	NE 143RD AVE	C	470	39	2036	AI
00043900	0410	NE 49TH ST	NE 143RD AVE	NE 145TH AVE	C	635	40	2822	AI
00043900	0420	NE 49TH ST	NE 145TH AVE	NE 147TH AVE	C	680	40	3022	AI
00098100	0100	NE 140TH AVE	NE 40TH ST	NE 42ND ST	R	500	40	2222	AI
00098100	0110	NE 140TH AVE	NE 42ND ST	NE 43RD ST	R	500	40	2222	AI
00098100	0120	NE 140TH AVE	NE 43RD ST	NE 45TH ST	R	400	40	1777	AI
00098800	0180	NE 141ST AVE	NE 42ND ST	NE 141ST CT	R	400	40	1777	AI
00098800	0160	NE 141ST AVE	NE 39TH ST	NE 40TH ST	R	300	40	1333	AI
00098800	0170	NE 141ST AVE	NE 40TH ST	NE 42ND ST	R	600	40	2666	AI
00098800	0180	NE 141ST AVE	NE 42ND ST	NE 141ST CT	R	400	40	1777	AI
00099100	0100	NE 141ST CT	NE 141ST AVE	CUL-DE-SAC	R	160	40	711	AI
00103600	0160	NE 148TH AVE	NE WILDROSE DR	NE 46TH ST	R	780	34	2946	AI
00104100	0160	NE 149TH AVE	NE 46TH ST	NE 47TH ST	R	450	40	2000	AI
00211900	0010	NE COLUMBINE DR	NE 43RD ST	CUL-DE-SAC	R	230	34	868	AI
00211900	0015	NE COLUMBINE DR	CUL-DE-SAC	NE COLUMBINE DR	R	70	76	591	AI
00211900	0017	NE COLUMBINE DR	CUL-DE-SAC	CUL-DE-SAC	R	90	34	340	AI
00211900	0020	NE COLUMBINE DR	NE COLUMBINE DR	CUL-DE-SAC	R	85	70	661	AI
00211900	0025	NE COLUMBINE DR	CUL-DE-SAC	CUL-DE-SAC	R	345	34	1303	AI

COV 2018 Preliminary Street List
Residential AR Chip

Section ID	Segment ID	Street Name	From Street Name	To Street Name	Functional Class	Length (FT)	Width (FT)	Area (SY)	District
00211900	0027	NE COLUMBINE DR	NE COLUMBINE DR	CUL-DE-SAC	R	110	30	367	AI
00211900	0030	NE COLUMBINE DR	CUL-DE-SAC	NE SORREL DR	R	595	40	2644	AI
00253950	0010	NE POPLAR ST	NE 155TH AVE	NE 158TH AVE	C	740	40	3288	AI
00253950	0020	NE POPLAR ST	NE 158TH AVE	NE 160TH AVE	C	665	44	3251	AI
00253950	0030	NE POPLAR ST	NE 160TH AVE	NE 162ND AVE	C	450	40	2000	AI
00260200	0010	NE SORREL DR	NE WILDROSE DR	CUL-DE-SAC	R	550	40	2444	AI
00260200	0020	NE SORREL DR	NE SORREL DR	CUL-DE-SAC	R	155	40	688	AI
00260200	0030	NE SORREL DR	CUL-DE-SAC	NE COLUMBINE DR	R	545	40	2422	AI
00260200	0040	NE SORREL DR	NE COLUMBINE DR	NE 151ST AVE	R	250	40	1111	AI
00270400	0010	NE WILDROSE DR	NE COLUMBINE DR	NE SORREL DR	R	400	40	1777	AI
00270400	0020	NE WILDROSE DR	NE SORREL DR	NE 44TH CIR	R	300	40	1333	AI
00270400	0025	NE WILDROSE DR	NE 44TH CIR	CUL-DE-SAC	R	260	40	1155	AI
00270400	0030	NE WILDROSE DR	NE WILDROSE DR	CUL-DE-SAC	R	121	40	537	AI
00270400	0035	NE WILDROSE DR	CUL-DE-SAC	NE 46TH ST	R	300	40	1333	AI
						Total		85682	

Slurry Cape

Section ID	Segment ID	Street Name	From Street Name	To Street Name	Functional Class	Length (FT)	Width (FT)	Area (SY)	District
00040000	0100	NE 41ST ST	NE 104TH AVE	NE BURTONWOOD CT	R	425	40	1888	AG
00040000	0110	NE 41ST ST	NE BURTONWOOD CT	NE 106TH AVE	R	250	40	1111	AG
00041200	0100	NE 43RD ST	NE 104TH AVE	CUL-DE-SAC	R	340	40	1511	AG
00041700	0150	NE 44TH ST	NE 104TH AVE	NE 106TH AVE	R	585	40	2600	AG
00041700	0160	NE 44TH ST	NE 106TH AVE	NE 109TH AVE	R	640	40	2844	AG
00043100	0010	NE 48TH CIR	NE 110TH AVE	CUL-DE-SAC	R	305	35	1186	AG
00043300	0260	NE 48TH ST	NE 109TH AVE	NE 110TH AVE	R	350	40	1555	AG
00074400	0180	NE 104TH AVE	NE 43RD ST	CUL-DE-SAC	R	265	40	1177	AG
00074400	0185	NE 104TH AVE	CUL-DE-SAC	NE 104TH AVE	R	95	40	422	AG
00077500	0150	NE 109TH AVE	NE 47TH ST	NE 48TH ST	UL	260	40	1155	AG
00207500	0010	NE BURTONWOOD CT	CUL-DE-SAC	NE 41ST ST	R	379	40	1684	AG
00207500	0010	NE BURTONWOOD CT	NE 41ST ST	CUL-DE-SAC	R	355	40	1578	AG
Total								18711	

Slurry

[illegible]

Micro 3

Total	88807
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**CITY OF VANCOUVER
CLARK COUNTY
CITY OF CAMAS**

2018 RENEWAL

**2017 JOINT CITY – COUNTY
PRESERVATION CONTRACT**



BY: INTERMOUNTAIN SLURRY SEAL, INC.

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2018 SUMMARY OVERVIEW

Intermountain is proposing an increase in cost to the overall project. The explanation for each escalation has been provided in a detailed summary review. Intermountain has provided a detailed breakdown of each cost increase. If any item is requiring any additional clarification or explanation we are more than happy to meet in person and explain. We thank you in advance for the opportunity and look forward to working with you in 2018.

TYPE II SLURRY SEAL ANALYSIS

Type II Slurry Seal price adjustment is affected mainly by one component the escalation in aggregate pricing by material supplier. The Type II Slurry Seal Aggregate was supplied in 2017 by Windsor Rock Products at an average delivered price of \$28.75 per ton. Windsor Rock Products was again low on the Type II Slurry Seal Aggregate with a delivered price of \$36.30 per ton. This is an increase of \$7.55 per ton or a 26.26% increase in aggregate cost to the project. We did receive other pricing on this material but all were higher than Windsor Rock Products quote.

Other minor changes also affect the price adjustment of the Type II Slurry Seal. Equipment had a 5% increase driven by increased ownership and fuel costs for 2018. Emulsion price increased by 9.15% due to a \$41.80 increase in price per ton from Albina Asphalt. Labor Increased by 7% due to increase in works comp rates along with costs associated with subsistence mainly lodging. Subcontractor costs consist of onsite sweeper who's hourly cost increased by \$10 per Hour for a net increase of 6.25%

INTERMOUNTAIN SLURRY SEAL, INC.
Type 2 Latex Modified Slurry Seal

2017 Unit Price: **\$ 1.5000 /SY**

Year	2017		2018		
	Unit %	SY Pricing	% Increase	Increase in Unit Price	Adjusted Unit Pricing
<u>EQUIPMENT</u>	17.0%				
Ownership / Taxes / Maint.	17.0%	\$ 0.26	5.00%	\$ 0.02	\$ 0.27
<u>MATERIALS</u>	61.0%				
Aggregate, Buy & Haul	18.0%	\$ 0.27	26.26%	\$ 0.09	\$ 0.36
Emulsion, Buy & Haul	42.0%	\$ 0.63	9.15%	\$ 0.07	\$ 0.70
Additive	1.0%	\$ 0.02	0.00%	\$ -	\$ 0.02
<u>LABOR</u>	16.0%				
Payroll / Fringes / Taxes	16.0%	\$ 0.24	7.00%	\$ 0.02	\$ 0.26
<u>SUBCONTRACTOR</u>	6.0%				
Sweeping	6.0%	\$ 0.09	6.25%	\$ 0.01	\$ 0.10
SUBTOTAL	100.00%	\$ 1.50	13.10%	\$ 0.20	\$ 1.70

*all adjusted prices will have a 20% escalation applied to cover Overhead and Profit

TYPE III MICRO SURFACING ANALYSIS

Type III Micro Surfacing price adjustment is affected mainly by one component the escalation in aggregate pricing by material supplier. The Type III Micro Surfacing Aggregate was supplied in 2017 by Windsor Rock Products at an average delivered price of \$28.75 per ton. Windsor Rock Products was again low on the Type II Slurry Seal Aggregate with a delivered price of \$35.77 per ton. This is an increase of \$7.02 per ton or a 24.41% increase in aggregate cost to the project. We did receive other pricing on this material but all were higher than Windsor Rock Products quote. We have noticed an increase in aggregate pricing with a lack of local materials quoting this product.

Other minor changes also affect the price adjustment of the Type III Microsurfacing. Equipment had a 5% increase driven by increased ownership and fuel costs for 2018. Emulsion price increased by 8.23% due to a \$39.48 increase in price per ton from Albina Asphalt. Labor Increased by 7% due to increase in works comp rates along with costs associated with subsistence mainly lodging. Subcontractor costs consist of onsite sweeper who's hourly cost increased by \$10 per Hour for a net increase of 6.25%

INTERMOUNTAIN SLURRY SEAL, INC.
Type 3 Microsurfacing

2017 Unit Price: **\$ 2.3500 /SY**

Year	2017		2018		
	Unit %	SY Pricing	% Increase	Increase in Unit Price	Adjusted Unit Pricing
<u>EQUIPMENT</u>	19.0%				
Ownership / Taxes / Maint.	19.0%	\$ 0.45	5.00%	\$ 0.03	\$ 0.47
<u>MATERIALS</u>	57.0%				
Aggregate, Buy & Haul	19.0%	\$ 0.45	24.41%	\$ 0.13	\$ 0.58
Emulsion, Buy & Haul	37.0%	\$ 0.87	8.23%	\$ 0.09	\$ 0.96
Additive	1.0%	\$ 0.02	0.00%	\$ -	\$ 0.02
<u>LABOR</u>	18.0%				
Payroll / Fringes / Taxes	18.0%	\$ 0.42	7.00%	\$ 0.04	\$ 0.46
<u>SUBCONTRACTOR</u>	6.0%				
Sweeping	6.0%	\$ 0.14	6.25%	\$ 0.01	\$ 0.15
SUBTOTAL	100.00%	\$ 2.35	12.32%	\$ 0.29	\$ 2.64

*all adjusted prices will have a 20% escalation applied to cover Overhead and Profit

3/8" ASPHALT RUBBER CHIP SEAL ANALYSIS

3/8" Asphalt Rubber Chip Seal price is affected by two components both increased price for asphalt and trucking costs. The 3/8" Asphalt Rubber Chip Seal Binder was supplied in 2017 by McCall Asphalt at an average delivered price of \$349.05 per ton. McCall Asphalt was again low on the Asphalt Binder in 2018 with a price of \$433.60 per ton. This is an increase of \$84.55 per ton or a 24.22% increase in binder cost to the project. Due to the increased distance of the project from the plant and also the increase in hourly rates of trucking we are having an increase of 20% on trucking mainly the addition of one truck per shift on average to handle the increased Haul.

Other minor changes also affect the price adjustment of the 3/8" Asphalt Rubber Chip Seal. Equipment had a 5% increase driven by increased ownership and fuel costs for 2018. Aggregate increased by 5.25% with a price jump of \$2.50 per TN. Labor Increased by 7% due to increase in works comp rates along with costs associated with subsistence mainly lodging. Subcontractor costs consist of onsite sweeper who's hourly cost increased by \$10 per Hour for a net increase of 6.25%

INTERMOUNTAIN SLURRY SEAL, INC.
3/8' AR Chip Seal

2017 Unit Price: **\$ 3.5000 /SY**

Year	2017		2018		
	Unit %	SY Pricing	% Increase	Increase in Unit Price	Adjusted Unit Pricing
<u>EQUIPMENT</u>	<u>14.0%</u>				
Ownership / Taxes / Maint.	14.0%	\$ 0.49	5.00%	\$ 0.03	\$ 0.52
<u>MATERIALS</u>	<u>66.0%</u>				
Aggregate, Buy	31.0%	\$ 1.09	5.25%	\$ 0.07	\$ 1.15
Aggregate, Haul	5.0%	\$ 0.18	20.00%	\$ 0.04	\$ 0.22
Asphalt Rubber, Buy & Haul	30.0%	\$ 1.05	24.22%	\$ 0.31	\$ 1.36
<u>LABOR</u>	<u>15.0%</u>				
Payroll / Fringes / Taxes	15.0%	\$ 0.53	7.00%	\$ 0.04	\$ 0.57
<u>SUBCONTRACTOR</u>	<u>5.0%</u>				
Sweeping	5.0%	\$ 0.18	6.25%	\$ 0.01	\$ 0.19
SUBTOTAL	100.00%	\$ 3.50	14.35%	\$ 0.50	\$ 4.00

*all adjusted prices will have a 20% escalation applied to cover Overhead and Profit

FLAGGING ANALYSIS

Flagging price is affected by one component the increased labor costs. Labor Increased by 7% due to increase in works comp rates along with costs associated with subsistence mainly lodging.

INTERMOUNTAIN SLURRY SEAL, INC.
Flagging

2017 Unit Price: **\$ 60.0000 /SY**

Year	2017		2018		
	Unit %	SY Pricing	% Increase	Increase in Unit Price	Adjusted Unit Pricing
LABOR	100.0%				
Payroll / Fringes / Taxes	100.0%	\$ 60.00	7.00%	\$ 5.04	\$ 65.04
SUBTOTAL	100.00%	\$ 60.00	8.40%	\$ 5.04	\$ 65.04

*all adjusted prices will have a 20% escalation applied to cover Overhead and Profit

FOG SEAL SEAL ANALYSIS

Fog Seal price is affected by one component the increased price for the emulsion. The fog seal was supplied in 2017 by Albina at an average delivered price of \$311 per ton. Albina was again low on the fog seal in 2018 with a price of \$418 per ton. This is an increase of \$107 per ton or a 34% increase in binder cost to the project.

Other minor changes also affect the price adjustment of the Fog Seal. Equipment had a 5% increase driven by increased ownership and fuel costs for 2018. Labor Increased by 7% due to increase in works comp rates along with costs associated with subsistence mainly lodging.

INTERMOUNTAIN SLURRY SEAL, INC.
Fog Seal

2017 Unit Price: **\$ 0.2200 /SY**

Year	2017		2018		
	Unit %	SY Pricing	% Increase	Increase in Unit Price	Adjusted Unit Pricing
<u>EQUIPMENT</u>	<u>13.0%</u>				
Ownership / Taxes / Maint.	13.0%	\$ 0.03	5.00%	\$ 0.00	\$ 0.03
<u>MATERIALS</u>	<u>74.0%</u>				
Aggregate, Buy	69.0%	\$ 0.15	34.00%	\$ 0.06	\$ 0.21
Aggregate, Haul	5.0%	\$ 0.01	0.00%	\$ -	\$ 0.01
<u>LABOR</u>	<u>13.0%</u>				
Payroll / Fringes / Taxes	13.0%	\$ 0.03	7.00%	\$ 0.00	\$ 0.03
SUBTOTAL	100.00%	\$ 0.22	30.02%	\$ 0.07	\$ 0.29

*all adjusted prices will have a 20% escalation applied to cover Overhead and Profit

STRIPING ANALYSIS

Striping being a subcontractor item we have provided the unit price for the overall low striping sub vs the 2017 bid. We do not control the pricing of this item but have provided a detail analysis showing the 2017 prices vs the 2018 prices. We have passed those prices along with only asking for escalation when needed.

SCHEDULE "A" - CITY OF VANCOUVER

2017 Price

Item No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
12A	Raised Pavement Marker Type 1	12	HUND	\$ 275.00	\$ 3,300.00
13A	Raised Pavement Marker Type 2	20	HUND	\$ 335.00	\$ 6,700.00
14A	Paint Line	LF	-	\$ -	\$ -
15A	Painted Wide Lane Line	LF	-	\$ -	\$ -
16A	Plastic Line	500	LF	\$ 5.00	\$ 2,500.00
17A	Plastic Stop Line	1,200	LF	\$ 4.95	\$ 5,940.00
18A	Plastic Crosswalk Line	7,600	SF	\$ 3.05	\$ 23,180.00
19A	Plastic Traffic Arrow	139	EA	\$ 88.00	\$ 12,232.00
20A	Plastic Traffic Letter	184	EA	\$ 61.00	\$ 11,224.00
21A	Plastic Bicycle Lane Symbol	85	EA	\$ 138.00	\$ 11,730.00
22A	Plastic Railroad Crossing Symbol	0	EA	\$ -	\$ -
23A	On-Street Parking Stall Markers	0	EA	\$ -	\$ -
24A	Painted Access Parking Space Symbol	0	EA	\$ -	\$ -
25A	Thermoplastic Triangle Speed Bump Marking	42	EA	\$ -	\$ -
26A	Green Pavement Marking	0	SY	\$ -	\$ -
27A	Parking Stripe	0	LF	\$ -	\$ -
28A	Removing Paint Line	25,000	LF	\$ 0.32	\$ 8,000.00
29A	Removing Plastic Line	1,200	LF	\$ 0.55	\$ 660.00
30A	Removing Plastic Crosswalk Line	7,600	SF	\$ 1.65	\$ 12,540.00
31A	Removing Plastic Traffic Marking	700	EA	\$ 48.00	\$ 33,600.00
32A	Removing Raised Pavement Markings	1	LS	\$ 4,750.00	\$ 4,750.00
33A	Removing Green Pavement Marking	0	SY	\$ -	\$ -

QUOTE	DELTA	PRICE ADJUSTMENT	2018 UNIT PRICE
\$ 275.00	\$ -	\$ -	\$ 275.00
\$ 375.00	\$ 40.00	\$ 8.00	\$ 383.00
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ 3.00	\$ -	\$ -	\$ 3.00
\$ 7.20	\$ 2.25	\$ 0.45	\$ 7.54
\$ 3.25	\$ 0.20	\$ 0.04	\$ 3.29
\$ 135.00	\$ 47.00	\$ 9.40	\$ 144.40
\$ 120.00	\$ 59.00	\$ 11.80	\$ 131.80
\$ 207.00	\$ 69.00	\$ 13.80	\$ 220.80
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ 150.00	\$ 150.00	\$ 30.00	\$ 180.00
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ 0.34	\$ 0.02	\$ 0.00	\$ 0.34
\$ 4.50	\$ 3.95	\$ 0.79	\$ 5.09
\$ 2.25	\$ 0.60	\$ 0.12	\$ 2.37
\$ 62.00	\$ 14.00	\$ 2.80	\$ 64.80
\$ 5,000.00	\$ 250.00	\$ 50.00	\$ 5,050.00
\$ -	\$ -	\$ -	\$ -

SCHEDULE "B" - CLARK COUNTY -

Item No.	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
9B	Removing Plastic Line	655	LF	\$ 0.65	\$ 425.75
10B	Removing Plastic Crosswalk Line	376	SF	\$ 2.00	\$ 752.00
11B	Removing Plastic Traffic Marking	15	EA	\$ 58.00	\$ 870.00

QUOTE	DELTA	PRICE ADJUSTMENT	2018 UNIT PRICE
\$ 4.50	\$ 3.85	\$ 0.77	\$ 5.27
\$ 2.25	\$ 0.25	\$ 0.05	\$ 2.30
\$ 62.00	\$ 4.00	\$ 0.80	\$ 62.80

SCHEDULE "C" - CITY OF CAMAS -

Item No.	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
6C	Paint Line	31,000	LF	\$ 0.25	\$ 7,750.00
7C	Plastic Stop Line	260	LF	\$ 7.20	\$ 1,872.00
8C	Plastic Crosswalk Line	928	SF	\$ 3.60	\$ 3,340.80
9C	Plastic Traffic Arrow	10	EA	\$ 135.00	\$ 1,350.00
	Plastic STOP (spelled)	0	EA	\$ -	\$ -
10C	Plastic Railroad Crossing Symbol	0	EA	\$ -	\$ -
11C	Remove Paint Line	0	LF	\$ -	\$ -
12C	Remove Plastic Line	260	LF	\$ 0.70	\$ 182.00
13C	Remove Plastic Crosswalk Line	928	SF	\$ 2.25	\$ 2,088.00
14C	Remove Plastic Traffic Marking	0	EA	\$ -	\$ -
15C	Remove Plastic STOP (spelled)	2	EA	\$ 250.00	\$ 500.00
16C				\$ -	\$ -

QUOTE	DELTA	PRICE ADJUSTMENT	2018 UNIT PRICE
\$ 0.27	\$ 0.02	\$ 0.00	\$ 0.27
\$ 7.20	\$ -	\$ -	\$ 7.20
\$ 3.60	\$ -	\$ -	\$ 3.60
\$ 135.00	\$ -	\$ -	\$ 135.00
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ 4.50	\$ 3.80	\$ 0.76	\$ 5.26
\$ 2.25	\$ -	\$ -	\$ 2.25
\$ -	\$ -	\$ -	\$ -
\$ 100.00	\$ -	\$ -	\$ 100.00
\$ -	\$ -	\$ -	\$ -

*all adjusted prices will have a 20% escalation applied to cover Overhead and Profit

MOBILIZATION AND TRAFFIC CONTROL ANALYSIS

Mobilization and Traffic Control price was not adjusted. The prices were prorated based on the SY of area for the new quantities based on the SY of area in 2017.

******Mobilization in Vancouver will also show a price increase of \$17,000 for the costs associated with rolling the asphalt rubber chip seal in the residential area with a steel drum roller and the light plants associated with the night chip seal work.

CONCLUSION

Intermountain to the best of our ability has provided detailed explanation to the changes that have affected the 2018 pricing. If any area needs more explanation or material is required to better substantiate the conclusions made by Intermountain we are more than willing to come and present this information in person.

Intermountain is also thankful for the lessons learned meetings that took place this winter. One of the major take-a-ways from the meetings outside of the quality of the work was the preplanning that is needed to put together a project of this size and complexity. Both parties are fully aware of what the expectations are, and are fully committed to partnering together to meet them. We thank you for the opportunity and look forward to working with you in 2018.

INTERMOUNTAIN SLURRY SEAL, INC.
2018 Summary Price

City of Vancouver

	Bid Description	Units	Qty	Unit Price	Total
1A	Mobilization	LS	1.00	\$ 72,935.38	\$ 72,935.38
2A	Project Temporary Traffic Control	LS	1.00	\$ 45,152.08	\$ 45,152.08
3A	Flaggers	HR	650.00	\$ 65.04	\$ 42,276.00
4A	Portable Changeable Message Sign	EA	6.00	\$ 2,500.00	\$ 15,000.00
5A	Sequential Arrow Sign	HR	120.00	\$ 15.00	\$ 1,800.00
6A	1/4-Inch Chip	SY	-	\$ -	\$ -
7A	Latex Modified Slurry Seal Type 2	SY	60,000.00	\$ 1.70	\$ 102,000.00
8A	3/8-Inch Asphalt Rubber Chip Seal	SY	206,000.00	\$ 4.00	\$ 824,000.00
9A	Micro-Surfacing Type 2	SY	-	\$ -	\$ -
10A	Micro-Surfacing Type 3	SY	90,000.00	\$ 2.64	\$ 237,600.00
11A	Asphalt for Fog Seal	SY	188,000.00	\$ 0.29	\$ 54,520.00
12A	Raised Pavement Marker Type 1	HUND	12.00	\$ 275.00	\$ 3,300.00
13A	Raised Pavement Marker Type 2	HUND	20.00	\$ 383.00	\$ 7,660.00
14A	Paint Line	LF	-	\$ -	\$ -
15A	Painted Wide Lane Line	LF	-	\$ -	\$ -
16A	Plastic Line	LF	500.00	\$ 3.00	\$ 1,500.00
17A	Plastic Stop Line	LF	1,200.00	\$ 7.54	\$ 9,048.00
18A	Plastic Crosswalk Line	SF	7,600.00	\$ 3.29	\$ 25,004.00
19A	Plastic Traffic Arrow	EA	139.00	\$ 144.40	\$ 20,071.60
20A	Plastic Traffic Letter	EA	184.00	\$ 131.80	\$ 24,251.20
21A	Plastic Bicycle Lane Symbol	EA	85.00	\$ 220.80	\$ 18,768.00
22A	Plastic Railroad Crossing Symbol	EA	-	\$ -	\$ -
23A	On-Street Parking Stall Markers	EA	-	\$ -	\$ -
24A	Painted Access Parking Space Symbol	EA	-	\$ -	\$ -
25A	Thermoplastic Triangle Speed Bump Marking	EA	42.00	\$ 180.00	\$ 7,560.00
26A	Green Pavement Marking	SY	-	\$ -	\$ -
27A	Parking Stripe	LF	-	\$ -	\$ -
28A	Removing Paint Line	LF	25,000.00	\$ 0.34	\$ 8,500.00
29A	Removing Plastic Line	LF	1,200.00	\$ 5.09	\$ 6,108.00
30A	Removing Plastic Crosswalk Line	SF	7,600.00	\$ 2.37	\$ 18,012.00
31A	Removing Plastic Traffic Marking	EA	700.00	\$ 64.80	\$ 45,360.00
32A	Removing Raised Pavement Markings	LS	1.00	\$ 5,050.00	\$ 5,050.00
33A	Removing Green Pavement Marking	SY	-	\$ -	\$ -
				TOTAL	\$ 1,595,476.26

Clark County

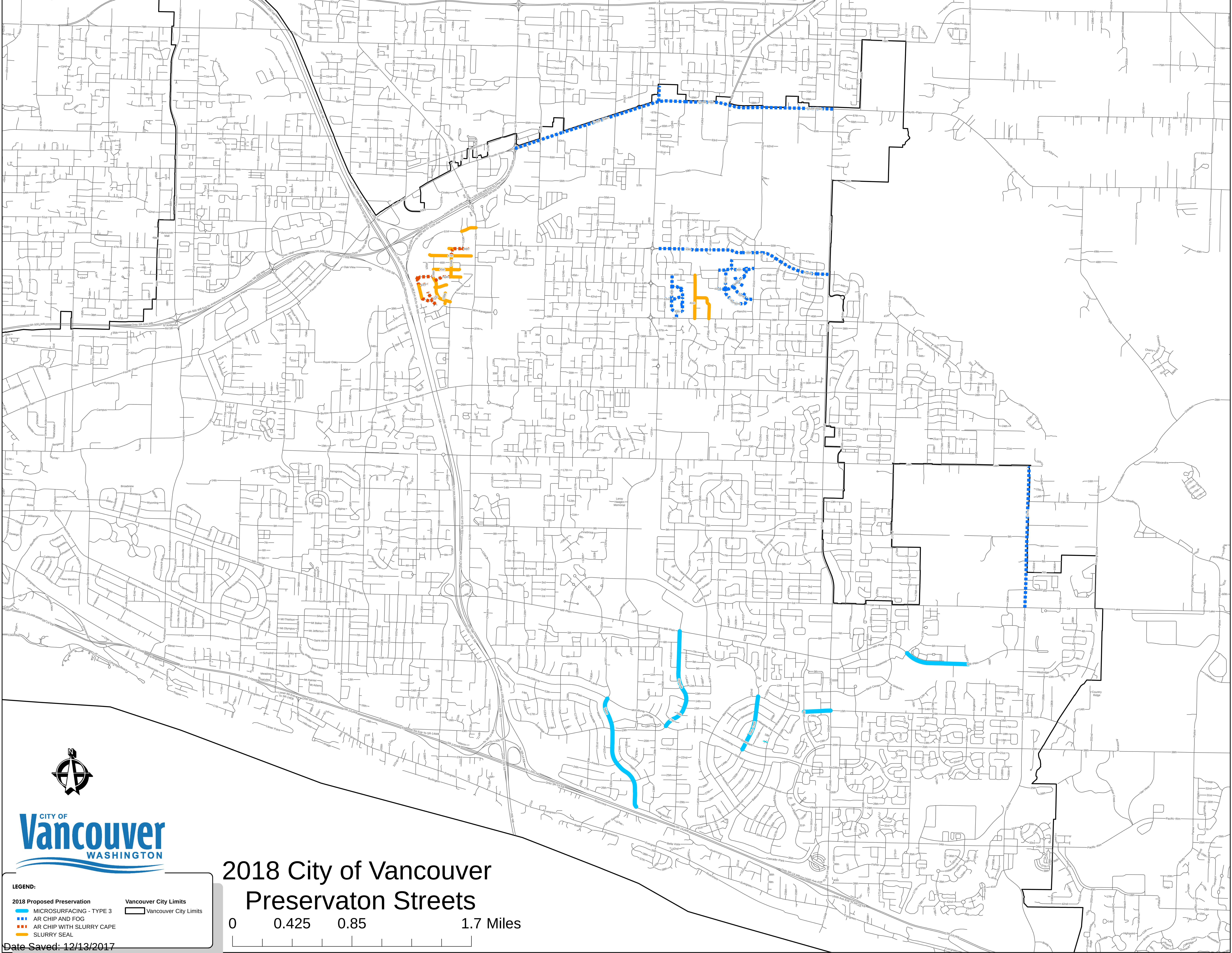
	Bid Description	Units	Qty	Unit Price	Total
1B	MOBILIZATION	LS	1.00	\$ 127,125.90	\$ 127,125.90
2B	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1.00	\$ 106,971.76	\$ 106,971.76
3B	FLAGGERS	HR	1,000.00	\$ 65.04	\$ 65,040.00
4B	PORTABLE CHANGEABLE MESSAGE SIGN	EA	4.00	\$ 2,500.00	\$ 10,000.00
5B - opt 1	MICRO-SURFACING TYPE 2	SY	590.00	\$ 15.00	\$ 8,850.00
5B - opt 2	MICRO-SURFACING TYPE 3	SY	590.00	\$ 20.00	\$ 11,800.00
6B	LATEX MODIFIED SLURRY SEAL TYPE 2	SY	449,333.00	\$ 1.70	\$ 763,866.10
7B	3/8-INCH ASPHALT RUBBER CHIP SEAL	SY	366,753.00	\$ 4.00	\$ 1,467,012.00
8B	ASPHALT FOR FOG SEAL	SY	5,839.00	\$ 0.29	\$ 1,693.31
9B	REMOVING PLASTIC LINE	LF	655.00	\$ 5.27	\$ 3,451.85
10B	REMOVING PLASTIC CROSSWALK LINE	SF	376.00	\$ 2.30	\$ 864.80
11B	REMOVING PLASTIC TRAFFIC MARKING	EA	15.00	\$ 62.80	\$ 942.00
				TOTAL	\$ 2,567,617.72

City of Camas

	Bid Description	Units	Qty	Unit Price	Total
1C	MOBILIZATION	LS	1.00	\$ 10,270.82	\$ 10,270.82
2C	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1.00	\$ 6,470.61	\$ 6,470.61
3C	FLAGGERS	HR	100.00	\$ 65.04	\$ 6,504.00
4C	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2.00	\$ 2,500.00	\$ 5,000.00
5C	3/8-INCH ASPHALT RUBBER CHIP SEAL	SY	58,000.00	\$ 4.00	\$ 232,000.00
6C	ASPHALT FOG SEAL	SY	58,000.00	\$ 0.29	\$ 16,820.00
6C	PAINT LINE	LF	31,000.00	\$ 0.27	\$ 8,370.00
7C	PLASTIC STOP LINE	LF	260.00	\$ 7.20	\$ 1,872.00
8C	PLASTIC CROSSWALK LINE	SF	928.00	\$ 3.60	\$ 3,340.80
9C	PLASTIC TRAFFIC ARROW	EA	10.00	\$ 135.00	\$ 1,350.00
	PLASTIC STOP	EA	-	\$ -	\$ -
10C	PLASTIC RAILROAD CROSSING SYMBOL	EA	-	\$ -	\$ -
11C	REMOVE PAINT LINE	LF	-	\$ -	\$ -
12C	REMOVE PLASTIC LINE	LF	260.00	\$ 5.26	\$ 1,367.60
13C	REMOVE PLASTIC CROSSWALK LINE	SF	928.00	\$ 2.25	\$ 2,088.00
14C	REMOVE PLASTIC TRAFFIC MARKINGS	EA	-	\$ -	\$ -
15C	REMOVE PLASTIC STOP	EA	2.00	\$ 100.00	\$ 200.00
				TOTAL	\$ 295,653.83

2018 Preliminary Preservaiton Quantities				
7-Mar-18				
E "A" - CITY OF VANCOUVER - SLURRY SEAL, CHIP SEALING, AND MICRO-SURFACING				
DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
Mobilization	1	LS	\$72,935.38	\$72,935
Project Temporary Traffic Control	1	LS	\$45,152.08	\$45,152
Flaggers	650	HOURL	\$65.04	\$42,276
Portable Changeable Message Sign	6	EA	\$2,500.00	\$15,000
Sequential Arrow Sign	120	HOURL	\$15.00	\$1,800
1/4-Inch Chip	0	SY		\$0
Latex Modified Slurry Seal Type 2	60,000	SY	\$1.70	\$102,000
3/8-Inch Asphalt Rubber Chip Seal	206,000	SY	\$4.00	\$824,000
Micro-Surfacing Type 2	0	SY		\$0
Micro-Surfacing Type 3	90,000	SY	\$2.64	\$237,600
Asphalt for Fog Seal	188,000	SY	\$0.29	\$54,520
Raised Pavement Marker Type 2W	49	HUND	\$275.00	\$13,475
Raised Pavement Marker Type 2YY	9	HUND	\$383.00	\$3,447
Paint Line	0	LF		\$0
Painted Wide Lane Line	0	LF		\$0
Plastic Line	500	LF	\$3.00	\$1,500
Plastic Stop Line	1,200	LF	\$7.54	\$9,048
Plastic Crosswalk Line	7,600	SF	\$3.29	\$25,004
Plastic Traffic Arrow	139	EA	\$144.40	\$20,072
Plastic Traffic Letter	184	EA	\$131.80	\$24,251
Plastic Bicycle Lane Symbol	85	EA	\$220.80	\$18,768
Plastic Railroad Crossing Symbol	0	EA		\$0
On-Street Parking Stall Markers	0	EA		\$0
Painted Access Parking Space Symbol	0	EA		\$0
Thermoplastic Triangle Speed Bump Marking	42	EA	\$180.00	\$7,560
Green Pavement Marking	0	SY		\$0
Parking Stripe	0	LF		\$0
Removing Paint Line	25,000	LF	\$0.34	\$8,500
Removing Plastic Line	1,200	LF	\$5.09	\$6,108
Removing Plastic Crosswalk Line	7,600	SF	\$2.37	\$18,012
Removing Plastic Traffic Marking	700	EA	\$64.80	\$45,360

[illegible]



CITY OF
Vancouver
WASHINGTON

LEGEND:

2018 Proposed Preservation

-  MICROSURFACING - TYPE 3
-  AR CHIP AND FOG
-  AR CHIP WITH SLURRY CAPE
-  SLURRY SEAL

Vancouver City Limits

-  Vancouver City Limits

2018 City of Vancouver Preservation Streets

0 0.425 0.85 1.7 Miles

Date Saved: 12/13/2017

STAFF REPORT NO. 047-18

TO: Mayor and City Council
FROM: Eric Holmes, City Manager

DATE: 4/9/2018



Subject: Regional Major Crimes Team (RMCT) – Mutual L.E. Assistance Agreement

Key Points:

- 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.

Objective: Approve an amended RMCT Mutual Law Enforcement Assistance Agreement. This action supports Goal 2 of the City's Strategic Plan: *Provide effective, innovative and well-resourced police, fire and emergency medical services.*

Present Situation: The Vancouver Police Department participates in a Regional Major Crimes Team. This team conducts investigations of major incidents and provides investigative assistance in instances where it would be inappropriate for the agency of jurisdiction to conduct the investigation or there is a shortage of resources. The current agreement requires updating to reflect current practices, capabilities and active partners.

The following agencies are signatories to the current agreement:

Battle Ground Police Department, Camas Police Department, Clark County Sheriff's Office, La Center Police Department, Ridgefield Police Department, Skamania County Sheriff's Office, Vancouver Police Department, Washington State University Police Department and Washougal Police Department.

4/2/2018 9:12 AM

The amended agreement removes the Skamania County Sheriff's Office and the Washington State University Police Department as participating agencies.

Advantage(s): Greatly enhances the ability of the Vancouver Police Department to respond to major incidents with the appropriate resources to conduct large-scale investigations.

Disadvantage(s): No disadvantages have been identified.

Budget Impact: Minimal. Signatory agencies bear overtime costs for the first 72 hours after the activation of the team. This is infrequent (3 RMCT activations in 2017).

Prior Council Review: There has been no prior review of this matter by the current Vancouver City Council..

Action Requested: Authorize the City Manager or his designee to sign the new RMCT Mutual Law Enforcement Assistance Agreement and continue as a participating agency.

Attachment(s): RMCT Mutual Law Enforcement Assistance agreement



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

MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT

REGIONAL MAJOR CRIMES TEAM
(RMCT)

Battle Ground Police Department, Camas Police Department, Clark County Sheriff's Office, La Center Police Department, Ridgefield Police Department, Vancouver Police Department, and Washougal Police Department.

THIS MUTUAL AID LAW ENFORCEMENT ASSISTANCE AGREEMENT is entered into by and between the undersigned parties in order to provide for the establishment and support of a Regional Major Crimes Team, comprised of a call responsive investigative team. Except to the extent that this agreement provides an express condition to the contrary, all terms and provisions set forth in the Master Interlocal Mutual Law Enforcement Assistance Agreement previously executed by the parties are incorporated by reference and made a part of this agreement.

1. **Effective Date and Duration.** This Agreement shall be effective from the date the agreement is executed by at least two parties and shall renew automatically on the first day of each following January thereafter unless terminated in accordance with the provisions of the Master Agreement between the parties.
2. **Purpose and Function.** The purpose of the agreement is to provide for the cooperative and coordinated investigations of law enforcement-involved fatalities or serious injury incidents, major crimes, or other serious incidents – special requests within Clark County as is authorized by RCW 39.34 and RCW 10.93.

Each Department should establish their own guideline as to when and if they will request assistance from RMCT. The involved agency may investigate the matter by itself or may seek aid from other agencies.

3. **Definitions.**
 - a. Law enforcement-involved fatalities or serious injury incidents:
 1. Intentional and unintentional shootings (OIS)
 2. Any fatal or critical injury to a person in law enforcement custody
 3. Serious assaults upon law enforcement or other law enforcement employee who are on-duty or are acting with a law enforcement purpose

4. Vehicular collisions involving fatality or critical injury that occurs as a result of use of force (i.e.: gunfire, intervention technique, police pursuit).
- b. Major crimes:
1. Homicide
 2. Suspicious Death
 3. Infant Deaths
 4. Robberies with violent assaults
 5. Burglaries or home invasions with violent assaults
 6. Rapes
 7. Assault I with serious injuries
 8. Kidnap I (actual missing person)
- c. Other serious incident or special request:
1. Officer involved Domestic Violence
 2. Any other sensitive or critical event involving a law enforcement employee where criminal conduct is a possibility to be investigated.
 3. Non-officer involved incident - activation with agreement between command level personnel from the agency of jurisdiction and/or requesting agency and the participating agency agreeing to activate
- d. "Incident commander" means the Chief Law Enforcement Officer, or their designee, of the jurisdiction where the crime or investigation occurs.
- e. "RMCT supervisors" means the designated sergeant or commander of the Vancouver Police department detective unit and the designated sergeant or commander for the Clark County Sheriff's office detective unit or other agreed upon RMCT supervisor.
- f. "Investigative Team" means a contingent of specially trained and qualified detectives employed by participating agencies, assigned as members of the Regional Major Crimes Team, and tasked with responding to defined law enforcement-involved fatalities or serious injury incidents, major crimes, or other serious incident – special request at the request of the participating agency with primary geographic or territorial jurisdiction.
- g. Primary jurisdiction" means the agency with primary territorial jurisdiction as defined in RCW 10.93.020. In the event that a law enforcement-involved fatality or serious injury incident, major crime, or other serious incident – special request occurs in or across two or more territorial jurisdictions, primary jurisdiction may be assigned by agreement of the affected agencies.

- h. "Regional Major Crimes Team" ("RMCT") means all investigators and supervisory personnel assigned by participating agencies to the team.

4. Activation and Control of Regional Major Crimes Team.

- a. Activation. Upon the commission of a crime, law enforcement-involved fatality or serious injury incident, or other serious incident – special request that would qualify for the activation of the RMCT, the chief law enforcement officer of the agency with primary jurisdiction, or his or her authorized representative, is empowered to request assistance by directing a request to the RMCT supervisors. The RMCT supervisor for the incident will be determined by type of incident and the jurisdiction where the incident occurs.
- b. Any law enforcement-involved fatality or serious injury incident as defined in section 3-a of this agreement that occurs within the city limits of Vancouver will be the responsibility of the Clark County Sheriff's detective supervisor. Any such incidents occurring outside the city limits of Vancouver, involving a Clark County Sheriff's employee, will be the responsibility of the RMCT supervisor of the Vancouver Police Major Crime Unit. Any activation of RMCT for an employee-involved fatal or critical incident that occurs in the jurisdiction of participating agency will be the responsibility of a CCSO, VPD or other agreed upon RMCT supervisor. The agency of jurisdiction incident commander and the RMCT supervisor will evaluate the situation, considering the need for and availability of tactical, forensic and support resources. The RMCT supervisor may activate the number of team members he or she feels is required to start the investigation. In doing so, the RMCT shall respond to its fullest ability without compromising the ability and resources of member agencies to maintain a reasonable level of service within their own jurisdiction.
- c. Any major crime as defined in section 3-b of this agreement that occurs within the city limits of Vancouver will be the responsibility of the Vancouver Police detective supervisor. Any major crime outside of the Vancouver city limits will be the responsibility of the Clark County Sheriff's detective supervisor or other agreed upon RMCT supervisor. The agency of jurisdiction incident commander and the RMCT supervisor will evaluate the situation, considering the need for and availability of tactical, forensic and support resources. The RMCT supervisor may activate the number of team members he or she feels is required to start the investigation. In doing so, the RMCT shall respond to its fullest ability without compromising the ability and resources of member agencies to maintain a reasonable level of service within their own jurisdiction.

- d. Any other serious incident or special request as defined in section 3-c of this agreement will be evaluated by the agency of jurisdiction or requesting agency. The agency of jurisdiction or requesting agency will contact other participating agency command personnel who will evaluate the request and will make the decision if the team should be activated. The agency of jurisdiction incident commander and the RMCT supervisor will evaluate the situation, considering the need for and availability of tactical, forensic and support resources. If the requesting agency does not agree with a decision to not activate the team, the requesting agency chief may contact the host agency head to overrule the decision.
- e. Supervision and Control. The chief law enforcement officer of the agency with primary jurisdiction, or his or her authorized representative, shall act as the incident commander for the duration of the investigation and shall provide general support to the RMCT. The agency of jurisdiction investigation commander will coordinate RMCT activity with the RMCT supervisor to achieve mutually desired results. The RMCT supervisor shall retain full tactical authority to assign, deploy, or initiate action by RMCT personnel and may withdraw RMCT personnel or request that personnel from other agencies avoid or discontinue activities which, in his or her discretion, will compromise or hinder the effective performance of the RMCT.
- f. Media Relations. The media contact person's duties shall be coordinated with the Chief of Police or Sheriff of the venue agency, the incident Commander, the RMCT supervisor, any investigator/s involved in the internal/administrative investigation, and the Prosecuting Attorney of venue.
 - 1. The public's right to know what occurred must be balanced with the investigative process and the rights of involved individuals.
 - 2. If possible, the identity of any involved employee should be withheld from the media for approximately 48 hours following the incident.
 - a. A 48 hour release policy for all parties involved in a shooting, to include the individual shot, is recommended to allow for notification to families and arrange for temporary, secure accommodations if they fear threats or retaliation may follow. The 48 hour release policy also provides the department sufficient time to properly notify the family of the individual shot.
 - 3. Prior to the identity being released, the involved employee should be notified.

5. **Organization.** No separate legal or administrative entity is created by the RMCT agreement and this agreement does not effect the organization or functions of the parties, except as provided below:
- a. **Team Structure.** A minimum of two sergeants will be assigned to the team, one sergeant from the Clark County Sheriff's Office and one assigned from Vancouver Police Department and other participating agency as long as assigned to agency units.
 - b. **Rotating Administrative Oversight.** Operational administration shall rotate yearly (between the Vancouver Police Department and the Clark County Sheriff's Office). The agency with administrative oversight will organize bi-monthly meetings and organize contacts with other groups when necessary. Individual agency cost analysis will be done by each participating agency annually. The sergeants from the Clark County Sheriff's Office and Vancouver Police Department Major Crime Teams will compile the Regional Major Crime Team statistics annually for presentation to the LEC.
 - c. **Assigned Investigators.** A roster of assigned investigators will be prepared by the Clark County Sheriff's Office and the Vancouver Police Department, one or more assigned by the Chief of the Camas Police Department, and one or more each assigned at the sole discretion of the Chiefs of the Battle Ground, La Center, Ridgefield and Washougal police departments..
 - d. **Selection of Team Members.** Each participating agency shall have primary responsibility for the assignment of its personnel to the Regional Major Crimes Team. This agreement contemplates commitments of a recommended minimum of four (4) years to the investigative team. This inter-local agreement contemplates willingness and demonstrated interest and ability. The following minimum training requirements and demonstrated ability will be satisfied within 12 months of the initial assignment of personnel, at the expense of the assigning agency.
 - 1. Basic Homicide Investigation school
 - 2. Basic Reid Interviewing or equivalent
 - 3. Willingness and ability to work as a team member
 - 4. Good writing skills documented by sample reports
 - 5. Demonstrated interest in investigations by report samples and work experience; and
 - 6. Ability to complete complex investigation in follow-up to the primary RMCT investigation.
 - e. **Removal from RMCT.** A member of the team may be recalled at any time by the member's employing agency.

- f. **Other Participation.** Member departments may choose to contribute to the RMCT by supplying personnel other than investigators.
 1. Support staff may be provided to do transcription of tapes
 2. Uniformed personnel may be provided when needed to guard crime scenes or provide crime scene security
 3. Other types of personnel contribution can be negotiated with the host agency
6. **Budget and Finance.** The parties agree to budget and finance provisions for costs incurred by or in connection with the operations of the Regional Major Crimes Team (RMCT) in the following particulars:
 - a. All costs shall be incurred by individual contributing agencies for the first three days of an investigation where the RMCT is activated. Agencies involved in a prolonged investigation, more than three-day duration, will meet and decide agency allocation of costs. Those agencies not in agreement with this decision may withdraw from the investigation. Secondary costs (eg. Transcription fees, records production fees) will be borne by the agency of jurisdiction.
 - b. Each individual agency shall maintain a tracking of direct and other costs. This data shall be used to calculate a year-end cost of RMCT services.
 - c. Costs are to be calculated as spelled out in the Master Interlocal Mutual Law Enforcement Assistance Agreement.
7. **Policy Development and Review.** A policy group made up of a representative from each participating agency will coordinate the development of policies applicable to the Regional Major Crimes Team, subject to review and approval by all participating agencies. At a minimum, such policies shall address:
 - a. Designation of agency of primary responsibility for each investigation;
 - b. Media relations;
 - c. Duration of RMCT activation; and
 - d. Yearly review of the RMCT and this Agreement to determine if the unit is meeting the needs of the agencies involved and the community.

Following policy ratification, the policy group shall forward copies of all policies to all participating agencies for inclusion into their respective department manuals.
8. **Law Enforcement Council (LEC) responsibilities:**
 - a. The LEC is responsible for an annual review of the team's performance;

- b. The LEC is required to recommend policy changes and changes to the agreement to the LEC. (ONLY changes to the agreement that do not affect an individual agencies staffing or resource allocation can be made to the agreement by an LEC vote.)
 - c. Any changes to the policy of the RMCT shall be approved and ratified by a majority vote of the LEC where two-thirds of the membership is present.
- 9. **Liability and Hold Harmless.** Liability and indemnification shall be as spelled out in the Master Interlocal Mutual Law Enforcement Assistance Agreement.
- 10. **Policy and Discipline.** Each officer assigned to the RMCT is required to follow the written policy of the agency which commissioned him or her as to their conduct as a law enforcement officer and the commissioning agency shall be responsible for any disciplinary action to be taken against said individual for a breach of policy.
- 11. **Administrative Process.** The Administrative Investigation Team for the involved agency is not bound by some of the same investigative restrictions that apply to RMCT criminal investigators. The employer - employee relationship and the personnel rules affecting administrative process is guided by the commissioning agency's local contracts, Civil Service provisions, and policy / procedures.
- 12. **Case Review.** Either the incident commander and/or the RMCT supervisor are responsible for reviewing all cases investigated by the RMCT and shall review all submittals to prosecuting authorities requesting charges.
- 13. **Dispute Resolution.** Any disputes that arise from the engagement of the major crimes team that cannot be resolved through the incident command, chain of command, shall be forwarded through to the Chief Law enforcement officer for the agency of jurisdiction and the Chief Law enforcement officer for the major crimes team.
- 14. **Termination and Disposition of Property.** Any party may terminate participation hereunder by providing 90 days prior written notice to the other parties.
- 15. **Choice of Law.** The parties agree that, in connection with their activities under this Interlocal Agreement, they shall comply with all applicable federal, state and local laws or regulations and, further, that this Interlocal Agreement shall be construed according to the laws of the State of Washington.

STAFF REPORT NO. 048-18

TO: Mayor and City Council
FROM: Eric Holmes, City Manager



DATE: 4/9/2018

Subject: Amendments to Interlocal Agreements with Clark County Public Transportation Benefit Area (“C-TRAN”) related to property acquisition for and construction, operation and maintenance of the Bus Rapid Transit System along Fourth Plain Blvd.

Key Points:

- The City and C-TRAN entered into three Interlocal Agreements related to the Bus Rapid Transit System along Fourth Plain Blvd.
- The City and C-TRAN wish to reinstate one of the three Interlocal Agreements and extend the term of the Agreement through December 2018.
- The City and C-TRAN wish to amend to the other two Interlocal Agreements to incorporate changes related to federal grant requirements.

Objective: Approve the proposed amendments to three separate Interlocal Agreements with C-TRAN concerning the Bus Rapid Transit System along Fourth Plain Blvd.

Present Situation: 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 Plain 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.

Advantage(s):

1. Reinstatement of the October 2014 Agreement will permit the City and C-TRAN to complete their previously negotiated obligations related to the Bus Rapid Transit System.
2. Amendments to the May 2015 and August 2015 Agreements will help ensure compliance with requirements related to C-TRAN's use of federal grant funds for purposes of the Bus Rapid Transit System.

Disadvantage(s): None.

Budget Impact: The City's future costs will decrease with the amendment to the May 2015 Agreement. Currently, the City is 50% responsible for operation and maintenance costs of the TSP equipment, and the City's responsibilities are set to increase in 2022. With the amendment, the TSP equipment will remain the property of C-TRAN and the City will not incur operation, maintenance, repair or replacement costs associated with TSP equipment after January 1, 2022.

Prior Council Review: None

Action Requested: On April 9, 2018, authorize the City Manager or his designee to execute the attached Reinstatement and Amendment to the October 2014 Agreement (Attachment A) and the attached Amendments to the May 2015 and August 2015 Agreements (Attachments B and C).

Attachment(s):

- **Attachment A:** Reinstatement and Amendment to Interlocal Agreement for City Transfer of Development Fee-in-Lieu Payment for Frontage Improvements, Fourth Plain Boulevard (South Side) East of Grand Avenue, dated October 6, 2014
- **Attachment A.1.:** Interlocal Agreement for City Transfer of Development Fee-in-Lieu Payment for Frontage Improvements, Fourth Plain Boulevard (South Side) East of Grand Avenue, dated October 6, 2014
- **Attachment B:** 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, dated August 2, 2015
- **Attachment B.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
- **Attachment C:** Amendment to Interlocal Agreement for Coordination, Construction, Implementation, and Ongoing Operations, Transit Signal Priority For The Fourth Plain Bus Rapid Transit Corridor, dated May 28, 2015
- **Attachment C.1.:** Interlocal Agreement for Coordination, Construction, Implementation, and Ongoing Operations, Transit Signal Priority For The Fourth Plain Bus Rapid Transit Corridor, dated May 28, 2015



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

To be filed with the Clark County Auditor

Return Address:

C-Tran

PO Box 2529

Vancouver, WA 98668-2529

**REINSTATEMENT OF AND AMENDMENT TO INTERLOCAL
AGREEMENT BETWEEN CLARK COUNTY PUBLIC TRANSPORTATION
BENEFIT AREA (“C-TRAN”) AND THE CITY OF VANCOUVER
FOR
CITY TRANSFER OF DEVELOPMENT FEE-IN-LIEU PAYMENT FOR
FRONTAGE IMPROVEMENTS, FOURTH PLAN BOULEVARD (SOUTH SIDE)
EAST OF GRAND AVENUE**

**THIS IS A REINSTATEMENT OF AND AMENDMENT TO THE
INTERLOCAL AGREEMENT FOR CITY TRANSFER OF DEVELOPMENT
FEE-IN-LIEU PAYMENT FOR FRONTAGE IMPROVEMENTS, FOURTH
PLAIN BOULEVARD (SOUTH SIDE) EAST OF GRAND AVENUE** between the
City of Vancouver (“City”) and Clark County Public Transportation Benefit Area (“C-
TRAN”), dated October 6, 2014, and originally effective January 1, 2015 through
December 31, 2016 (**“the Agreement”**).

WHEREAS, SECTION 3 of the Agreement defined the term of the Agreement as
the period from January 1, 2015 through December 31, 2016; and

WHEREAS, SECTION 5 of the Agreement allowed the Agreement to be
extended for two additional years, but only if C-TRAN and the City exercised the option
to extend at least fifteen days prior to the expiration of the Agreement or its extensions;
and

WHEREAS, the City and C-TRAN did not execute the extensions, and the Agreement expired; and

WHEREAS, the City and C-TRAN did not intend to allow the Agreement to expire, and now seek to reinstate the Agreement and amend it to provide a new expiration date.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Agreement is hereby reinstated and fully incorporated herein.
2. SECTION 3 of the Agreement is replaced in its entirety with the following:

SECTION 3. TERM. The term of this Agreement is for the period from January 1, 2015 through December 31, 2018.
3. SECTION 5 of the Agreement is deleted in its entirety.
4. All other terms of the Agreement shall remain in full force and effect.
5. Acts taken in conformity with this Amendment after its original expiration and prior to its reinstatement are hereby ratified and affirmed.

Dated: _____

Dated: _____

FOR THE CITY OF VANCOUVER:
A municipal corporation

FOR C-TRAN:

Eric Holmes, City Manager
Officer

Shawn M. Donaghy, Chief Executive

Attest:

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

Approved as to form:

Approved as to form:

Bronson Potter, City Attorney

C-TRAN Legal Counsel

5115030 AGR

RecFee - \$84.00 Pages: 13 - C-TRAN
Clark County, WA 10/24/2014 03:25

RETURN ADDRESS

CHUCK GREEN, C-TRAN
P.O. BOX 2529
VANCOUVER, WA 98668-2529

Please print neatly or type information

Document Title(s)

INTERLOCAL AGREEMENT BETWEEN CITY OF VANCOUVER & C-TRAN

Reference Numbers(s) of related documents:

N/A

Additional Reference #'s on page _____

Grantor(s) (Last, First and Middle Initial)

CLALL COUNTY PUBLIC TRANSPORTATION BENEFIT

Additional grantors on page _____

Grantee(s) (Last, First and Middle Initial)

CITY OF VANCOUVER

Additional grantees on page _____

Legal Description (abbreviated form: i.e. lot, block plat or section, township, range, quarter/quarter)

Additional legal is on page _____

Assessor's Property Tax Parcel/Account Number

Additional parcel #'s on page _____

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.


Signature of Requesting Party

To Be Filed with Clark County Auditor

RETURN ADDRESS:
C-TRAN
PO Box 2529
Vancouver, WA 98668-2529

INTERLOCAL AGREEMENT
BETWEEN CLARK COUNTY PUBLIC TRANSPORTATION BENEFIT AREA
(“C-TRAN”) AND THE CITY OF VANCOUVER (“CITY”)
FOR
CITY TRANSFER OF DEVELOPER FEE-IN-LIEU PAYMENT
FOR FRONTAGE IMPROVEMENTS, FOURTH PLAIN BOULEVARD (SOUTH SIDE)
EAST OF GRAND AVENUE

THIS IS AN INTERLOCAL AGREEMENT (“Agreement”), entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW (“Interlocal Cooperation Act”), between C-TRAN, a State of Washington Public Transportation Benefit Area established in Clark County, Washington and the City, a municipal corporation and charter city of the first class the State of Washington.

WHEREAS, pursuant to the Interlocal Cooperation Act, one or more public entities may contract with one another to perform government functions or services which each is by law authorized to perform; and

WHEREAS, C-TRAN is planning to implement the Fourth Plain Bus Rapid Transit (“BRT”) Project (“Project”), a street construction project that will include improvements of City of Vancouver public right of way for the benefit of Bus Rapid Transit use, beginning in 2015

with completion expected by late summer 2016; and

WHEREAS, C-TRAN is currently in the design process for a Project BRT station located along eastbound Fourth Plain Boulevard just east of Grand Avenue as shown in Exhibit 1; and

WHEREAS, in connection with this BRT station, C-TRAN will be required to undertake frontage improvements consistent with City of Vancouver Fourth Plain Boulevard Streetscape standards including wider sidewalks and landscaping treatments as part of the BRT station development; and

WHEREAS, the Federal Transit Administration (“FTA”) has recommended \$38.7 million in Small Starts funding as part of the 80 percent federally-funded share of the BRT project; and

WHEREAS, C-TRAN and the FTA are currently negotiating a Small Starts Grant Agreement (“SSGA”) which would provide for the full federal share for BRT project implementation; and

WHEREAS, the C-TRAN Board of Directors acted at their July 8, 2014 meeting to commit the full local matching funds as part of C-TRAN’s commitment to FTA as part of SSGA negotiations; and

WHEREAS, execution of the SSGA is expected before the end of 2014, indicating the Project is fully funded and ready to implement; and

WHEREAS, the development of an adjoining parcel by Wal-Mart (“Developer”) on eastbound Fourth Plain Boulevard just east of Grand Avenue is conditioned on the same Fourth Plain frontage improvements as C-TRAN (“Improvement Area”); and

WHEREAS, it benefits C-TRAN and the City to have the Improvement Area constructed by a single entity, C-TRAN, at one time rather than piecemeal; and

WHEREAS, the Developer paid a \$153,582 fee-in-lieu payment to the City for frontage improvements to the Improvement Area; and

WHEREAS, deferral of immediate construction of City-required frontage improvements in the Improvement Area, so that the improvements will be constructed in connection with C-TRAN's public transit improvements for the Project, is authorized by VMC 11.80.090.I and RCW 82.02.020; and

WHEREAS, transfer of the Developer \$153,582 fee-in-lieu payment from the City to C-TRAN for C-TRAN's use in construction of the Improvement Area is consistent with the authority granted pursuant to the Interlocal Cooperation Act for one public entity to contract with another to perform government functions or services which each is by law authorized to perform;

NOW, THEREFORE,

The parties agree as follows:

SECTION 1. FINDINGS. The following provisions, including without limitation the incorporation by reference of the foregoing recitals, constitute the terms and conditions of this Agreement.

SECTION 2. PURPOSE. The purpose of this Agreement is to authorize transfer of the Developer's \$153,582 fee-in-lieu payment from the City to C-TRAN for C-TRAN's use in construction of BRT-related frontage improvements in the Improvement Area for the Fourth Plain at Grand Avenue BRT station and Developer street frontage improvements.

SECTION 3. TERM. The term of this Agreement is for the period from January 1, 2015 through December 31, 2016.

SECTION 4. TERMINATION. This Agreement may be terminated for cause by either party only if the date of the obligation to transfer funds, the "Trigger Clause" date specified

under Section 7 of this Agreement, has not occurred on or before December 31, 2018 or in the event the BRT project does not proceed. In that event, either party may terminate this Agreement by notifying the other party in writing sixty (60) days prior to termination.

SECTION 5. EXTENSIONS. The term of this Agreement may be extended in one-year increments by mutual written agreement of both parties, up to a maximum of two (2) additional years, through December 31, 2018. The extension agreements shall be executed at least fifteen (15) days prior to the expiration of this Agreement or its extensions. The C-TRAN Executive Director and CEO is authorized to approve and execute such one-year extensions upon authorization to do so from the C-TRAN Board. The City Manager is authorized to approve and execute such one year extensions without further authorization of the City Council.

SECTION 6. SCOPE OF SERVICES.

A. City Obligation. The City's sole obligation under this Agreement is to transfer funds in the amount of \$153,582 from the City to C-TRAN on occurrence of the "Trigger Clause" event as specified in Section 7 of this Agreement.

B. C-TRAN Obligation. In exchange for transfer of funds as agreed herein, C-TRAN agrees to bear sole responsibility for construction as described in this paragraph. The location for the required BRT-related and Wal-Mart frontage improvements are shown in Exhibit 1, herein included in this Agreement by reference. Frontage improvements shall consist of those shown on the final design plans for the Fourth Plain BRT Project as accepted by City, and the related City-required Developer frontage improvements.

SECTION 7. CIRCUMSTANCES TO IMPLEMENT AgreementTRANSFER OF FUNDS FROM CITY TO C-TRAN ("Trigger Clause"). C-TRAN shall request transfer of funds at the time that it gives construction Notice to Proceed to its contractor for the Fourth Plain BRT

Project.

SECTION 8. COST OF SERVICE. This Agreement requires the transfer of \$153,582 fee-in-lieu from the City to C-TRAN. Each party shall bear transaction costs internally and individually for executing and implementing this Agreement.

SECTION 9. BILLING METHOD AND PROCESS.

Billing for this fee-in-lieu shall be a lump sum billed by C-TRAN and paid by the City once as noted in Section 7 of this Agreement.

Payment for services rendered shall be due within thirty (30) days after issuance of the bill.

C-TRAN will bill to the following address:

City of Vancouver	
Finance Department	PO Box 8995
Vancouver WA 98668-8995	

Payment will be remitted to the following address:

C-TRAN
Accounting Manager
PO Box 2529
Vancouver, WA 98668-2529

SECTION 10. ADMINISTRATION/COMMUNICATIONS. Contract managers designated by the Executive Director and CEO of C-TRAN and City Manager shall administer this Agreement. Contract managers shall monitor this Agreement. The contract managers shall communicate via telephone or e-mail to relay information, answer questions, or raise concerns.

SECTION 11. DISPUTE RESOLUTION. In the event of a dispute between C-TRAN and the City regarding the delivery of services under this Agreement which cannot be resolved by their respective designated contract managers, the Executive Director and CEO of C-TRAN

and the Vancouver City Manager or their designated representatives shall review such dispute and options for resolution.

Any controversy or claim arising out of or relating to this Agreement or the alleged breach of such Agreement that cannot be resolved by the Executive Director and CEO of C-TRAN and the City Manager may be submitted to mediation and if still not resolved, the parties may mutually agree, but are not compelled, to submit the dispute to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04 RCW, and the judgment or award rendered by the arbitrator may be entered in any court having jurisdiction thereof. If the parties do not mutually agree to arbitration, the parties may seek any judicial remedies available in law and equity.

SECTION 12. INDEPENDENT CONTRACTOR. C-TRAN is and shall at all times be deemed to be an independent contractor in the provision of the services set forth in this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between C-TRAN and City or between any of C-TRAN's or City's employees. C-TRAN shall retain all authority for provision of services, standards of performance, discipline and control of personnel, and other matters incident to its performance of services pursuant to this Agreement. Nothing in this Agreement shall make any employee of C-TRAN an employee of the City or any employee of the City an employee of C-TRAN for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

SECTION 13. HOLD HARMLESS/INDEMNIFICATION. The following hold-harmless/indemnification agreements shall survive termination of this Agreement.

HOLD HARMLESS/INDEMNIFICATION

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

1. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against C-TRAN, the City retains the right to participate in said suit if any principal of public law is involved.
2. This indemnity and hold harmless shall include any claim made against the City by an employee of C-TRAN or subcontractor or agent of C-TRAN, even if C-TRAN 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. C-TRAN specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that C-TRAN provide the broadest scope of indemnity permitted by RCW 4.24.115.

B. CITY RESPONSIBILITY. City agrees to indemnify, defend, save and hold harmless C-TRAN, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by City pursuant to this Agreement.

1. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the City, C-TRAN retains the right to participate in said suit if any principal of public law is involved.
2. This indemnity and hold harmless shall include any claim made against C-TRAN by an employee of the City or subcontractor or agent of the City, even if City 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 C-TRAN. The City specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the City provide the broadest scope of indemnity permitted by RCW 4.24.115.

SECTION 14. ATTORNEYS' FEES AND COSTS. The parties shall bear their own costs

of enforcing the rights and responsibilities under the contract.

SECTION 15. ASSIGNMENT/SUBCONTRACTING. Neither party shall transfer or assign, in whole or in part, any or all of its respective rights or obligations regarding transfer and use of funds under this Agreement; except that it is anticipated that C-TRAN will contract for the provision of construction services necessary to fulfill its obligation for frontage improvements under this Agreement.

SECTION 16. NO THIRD PARTY BENEFICIARY. C-TRAN does not intend by this Agreement to assume any contractual obligations to anyone other than the City. The City does not intend by this Agreement to assume any contractual obligations to anyone other than C-TRAN. C-TRAN and City do not intend there be any third-party beneficiary to this Agreement.

SECTION 17. NOTICE. Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

To the City:

CITY OF VANCOUVER
P.O. Box 1995
Vancouver, Washington 98668-1995
Attention: City Manager

To C-TRAN:

C-TRAN
P.O. Box 2529
Vancouver, Washington 98668-2529
Attention: Executive Director and CEO

The name and address to which notices shall be directed may be changed by either party giving the other notice of such change as provided in this section.

SECTION 18. WAIVER. No waiver by either party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

SECTION 19. INTERLOCAL COOPERATION ACT COMPLIANCE. This is an Agreement entered into pursuant to Chapter 39.34 RCW. Its purpose is as set forth in Section 2. Its duration is as specified in Sections 3 (Term) and 5 (Extensions). Its method of termination is set forth in Section 4. Its manner of financing and of establishing and maintaining a budget therefore is described in Sections 8 (Cost of Service) and 9 (Billing Method and Process). No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.

SECTION 20. ENTIRE AGREEMENT. This Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior Agreements shall be effective to the contrary.

SECTION 21. AMENDMENT. The provisions of this Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both parties, except as provided in Sections 4 and 5, respectively.

SECTION 22. DOCUMENT EXECUTION AND FILING.

The City and C-TRAN agree that there shall be three (3) duplicate originals of this Agreement procured and distributed for signature by the necessary officials of the parties. Upon execution, one executed original of this Agreement shall be retained by the Vancouver City Clerk and one shall be retained by each of the other parties. The Vancouver City Clerk shall

cause a copy of this Agreement to be posted on the City website pursuant to Chapter 32, Laws of Washington 2006 (RCW 39.34.040). Upon execution of the originals and posting of a copy on the City's and C-TRAN's websites, each such duplicate original shall constitute an agreement binding upon all parties.

SECTION 23. RATIFICATION. Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

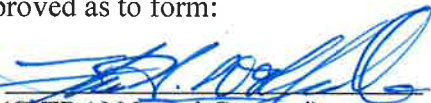
SECTION 24. SEVERABILITY. If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

IN WITNESS WHEREOF, C-TRAN and City have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the 16th day of October, 2014.

FOR C-TRAN
a Public Transportation Benefit Area in the State of Washington

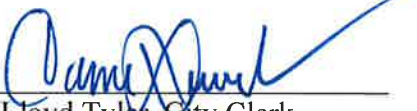
By: 
Jeff Hamm, Executive Director and CEO

Approved as to form:

By: 
(C-TRAN Legal Counsel)

CITY OF VANCOUVER, a municipal corporation

By: 
Eric Holmes, City Manager

By: 
R. Lloyd Tyler, City Clerk
By: Carrie Lewellen, Deputy City Clerk

Approved as to form:

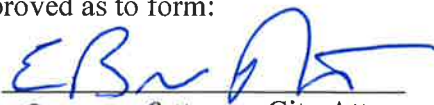
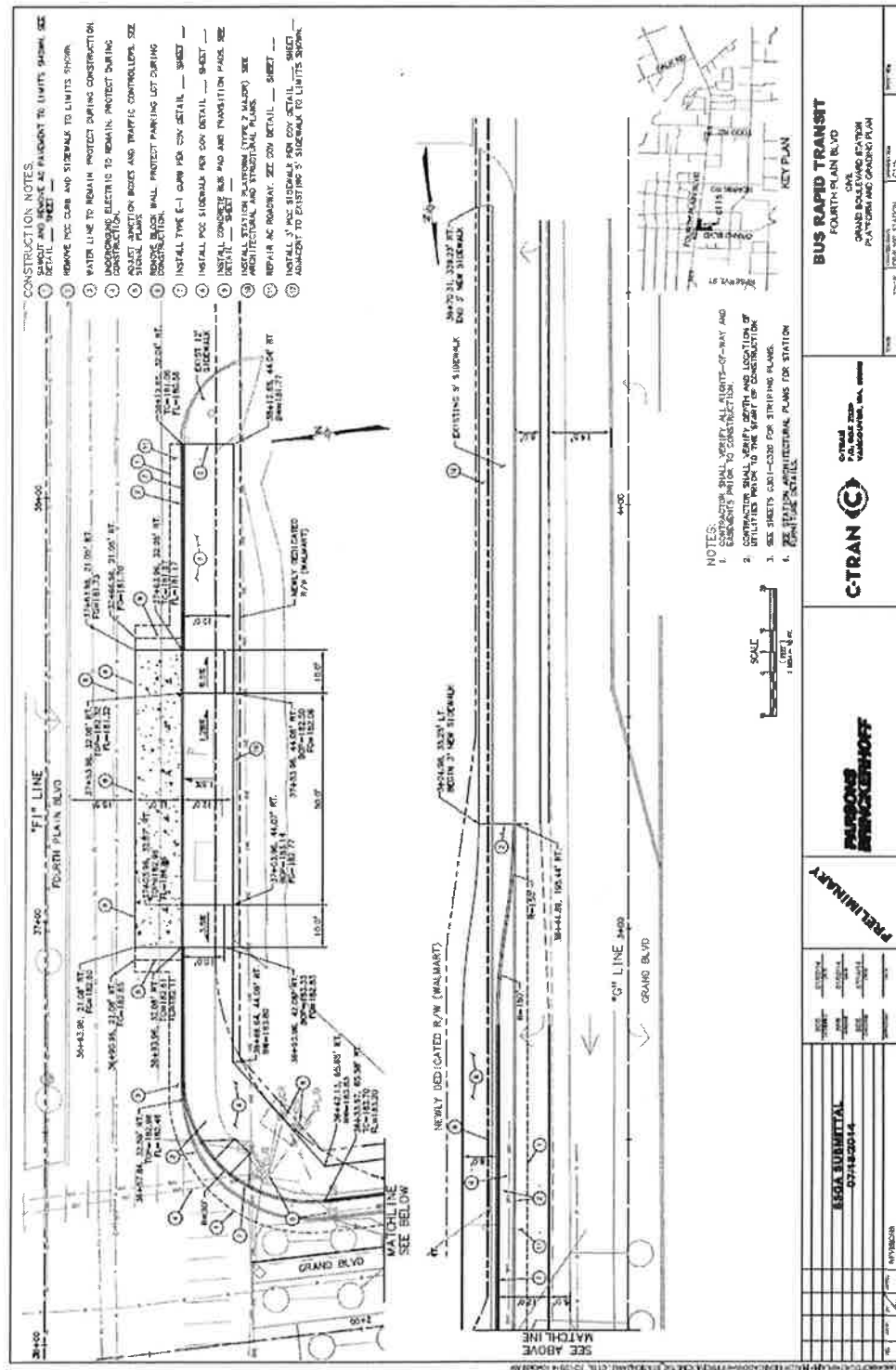
By: 
E. Bronson Potter, City Attorney

Exhibit 1: Frontage Improvements Referenced in this Interlocal Agreement



To be filed with the Clark County Auditor

Return Address:

C-Tran

PO Box 2529

Vancouver, WA 98668-2529

**AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN C-TRAN AND THE CITY OF VANCOUVER
FOR
PROPERTY ACQUISITION, OWNERSHIP, PERMITTING AND
OPERATION OF BUS RAPID TRANSIT STATIONS AND RELATED
FACILITIES FOR THE FOURTH PLAIN BUS RAPID TRANSIT CORRIDOR**

This is an amendment to the Interlocal Agreement For Property Acquisition, Ownership, Permitting and Operation of Bus Rapid Transit Stations and Related Facilities for The Fourth Plain Bus Rapid Transit Corridor between the City of Vancouver (“City”) and Clark County Public Transportation Benefit Area (“C-TRAN”), which is dated August 3, 2015 (**“the Agreement”**).

WHEREAS, per the terms of the Agreement, C-TRAN acquired portions of permanent right of way (“ROW”) for the purpose of constructing, operating and maintaining Bus Rapid Transit Stations (“Stations”) along Fourth Plain Blvd.; and

WHEREAS, Article IV, Section B.1., of the Agreement provides that C-TRAN will acquire the necessary portions of ROW at C-TRAN expense using funding from federal and state grants; and

WHEREAS, the City and C-TRAN now wish to amend the Agreement to indicate the exact funding source that C-TRAN used to acquire the ROW.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Article IV, Section B.1. is hereby amended to add the following language to the end of the Section B.1:

C-TRAN will use funds from the following federal grant to acquire the permanent ROW referenced above:

- **FAIN: WA-04-0105**
- **Award Date: 9/10/15**
- **City of Vancouver Unique Identifier: VANCOU80**
- **Total Amount of Federal Award (this project): \$59,660**
- **Total Amount of Federal Award (all contracts): \$59,660**
- **CFDA Name and Number: 20.500 (Federal Transit Capital Investment Grants)**

2. All other terms of the Agreement shall remain in full force and effect.

Dated: _____

Dated: _____

FOR THE CITY OF VANCOUVER:
A municipal corporation

FOR C-TRAN:

Eric Holmes, City Manager

Executive Director and CEO

Attest:

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

Approved as to form:

Approved as to form:

Bronson Potter, City Attorney

C-TRAN Legal Counsel

INTERLOCAL AGREEMENT**BETWEEN C-TRAN AND THE CITY OF VANCOUVER
FOR PROPERTY ACQUISITION, OWNERSHIP, PERMITTING AND OPERATION OF
BUS RAPID TRANSIT STATIONS AND RELATED FACILITIES
FOR THE FOURTH PLAIN BUS RAPID TRANSIT CORRIDOR ("AGREEMENT")**

THIS Agreement, made and entered into this 3rd day of August 2015, by and between Clark County Public Transportation Benefit Area (hereinafter referred to as "C-TRAN"), a municipal corporation, formed under authority of Chapter 36.57A RCW, and the City of Vancouver, (referred to as the "City") a municipal corporation and a City of the first class, hereinafter sets forth a common agreement concerning the Fourth Plain Bus Rapid Transit ("BRT") Project's ("Project") BRT STATIONS ("STATIONS") component, a cooperative effort as authorized by Chapter 39.34 RCW.

RECITALS

WHEREAS, C-TRAN plans to install STATIONS as part of the Project, as required by the Federal Transit Administration ("FTA") under the federal definition of a Small Starts BRT project; and

WHEREAS, C-TRAN and the City have collaborated on STATIONS requirements, permitting and expectations for STATION operations as part of BRT on the Fourth Plain BRT Corridor ("Corridor"); and

WHEREAS, in 2015, C-TRAN is executing an FTA Small Starts Grant for full funding and implementation of the Fourth Plain BRT Project; and

WHEREAS, the Parties mutually agree to carry out STATIONS along the Fourth Plain BRT Corridor, subject to specific tasks, responsibilities, designs, and long term objectives for the STATIONS Project contained in this Agreement; and

NOW, THEREFORE, pursuant to RCW 39.34 RCW and in consideration of the terms, conditions, covenants, and performances contained herein, as well as the attached Exhibits which are incorporated and made a part hereof, the parties agree as follows:

ARTICLE I

RECITALS ADOPTED. The recitals set forth above are hereby adopted as the factual basis for this Agreement.

ARTICLE II

PURPOSE. The Parties mutually agree to interpret and implement this Agreement for the purpose of and consistent with the following long term objectives of STATIONS to:

1. Help reduce transit travel time and increase on-time trip performance along the Fourth Plain BRT corridor between downtown Vancouver and Westfield Vancouver Mall.
2. Attract, together with other transit enhancements, more riders to transit, thus reducing the number of vehicles using the corridor, in turn reducing traffic congestion and pavement wear-and-tear due to vehicular traffic.
3. Produce a system of STATIONS at selected and defined locations (see Exhibit 1) along Fort Vancouver Way between McLoughlin Boulevard and Fourth Plain; along Fourth Plain Boulevard between Fort Vancouver Way and Thurston Way; and along Thurston Way between Fourth Plain and the terminus of the BRT line at Westfield Vancouver Mall, as noted in Exhibit 1, Project Map. For the purposes of this Agreement, STATIONS excludes the 7th Street at Turtle Place station as well as the Vancouver Mall Transit Center station.
4. Purchase property rights of way ("ROW") for such STATIONS.
5. Obtain City permits for such STATIONS in order to operate such STATIONS in perpetuity.

ARTICLE III

DEFINITIONS

Agreement means this document and all Exhibits attached and subsequent amendments hereto.

Continuing Control means the conditions of the FTA Small Starts Grant that require that the STATIONS be used specifically for STATION purposes on the Fourth Plain BRT Corridor and maintained in a state of good repair.

Fourth Plain BRT Corridor (aka "Corridor") means the surface street route along Fort Vancouver Way between McLoughlin Boulevard and Fourth Plain; along Fourth Plain Boulevard between Fort Vancouver Way and Thurston Way; and along Thurston Way between Fourth Plain and the terminus of the BRT line at Westfield Vancouver Mall.

Project means the Fourth Plain Bus Rapid Transit (BRT) Project, a street construction, traffic signal modification, STATION construction, and accessory structure construction project beginning in 2015 with completion expected by late summer 2016.

STATION Component of the Project means the effort by which the Parties will cooperate to acquire rights of way, transfer of rights of way and maintenance responsibilities, permitting and operation of BRT STATIONS to serve the Project.

ARTICLE IV

TERMS

A. RESPONSIBILITY OF BOTH C-TRAN AND THE CITY

1. **Grant to Use City Right-of-Way:** As a result of the C-TRAN transfer of ROW, the City grants C-TRAN a permanent, non-exclusive grant to use those transferred portions of City's rights-of-way as noted in the Type D Long Term Street Use Permits issued for the project. The Agreement is intended to satisfy FTA requirements for continuing control and has been reviewed and approved by the FTA for continuing control compliance..
2. **Maintenance-** C-TRAN shall be responsible for maintenance at each STATION location, including the sidewalk if it is part of the transit fare zone (that is, part of the STATION platform). The City shall be responsible for maintenance outside of the station areas. The City shall also be responsible for maintenance of sidewalks adjacent to STATIONS if they are behind the STATION (that is, not part of the STATION platform).

B. RESPONSIBILITY OF C-TRAN TO THE CITY

1. Rights of Way Provided

C-TRAN, as part of the Fourth Plain BRT Project, will acquire permanent ROW, along the Corridor through State of Washington and Federal Transit Administration ("FTA") federal acquisition regulations, rules and procedures with the use of federal and state grants for the purpose of constructing, operating, and maintaining STATIONS. C-TRAN shall record and transfer said ROW to the City of Vancouver using the City's deed template. C-TRAN shall also acquire and retain ownership of temporary construction easements for the duration of the construction, which will expire upon construction completion, which easements may be recorded at the landowner's request.

2. Ownership Transferred

C-TRAN shall require the property owner subject to the permanent ROW to deed the ROW to the City using the City's template for such transactions.

3. STATION Maintenance and Operation Payment Obligation of C-TRAN

C-TRAN will be responsible for the maintenance and operation of the STATIONS as set forth in A.2. above.

C. RESPONSIBILITY OF THE CITY TO C-TRAN

1. City Action Upon Transfer of ROW Ownership

The transfer of the ROW deeds by C-TRAN, and completion by C-TRAN of City requirements for such are expressly conditioned upon the City granting C-TRAN a Type D Long Term Right of Way Use and Occupation Permit pursuant to Vancouver Municipal Code (VMC) 11.60.060.B.4. Pursuant to the terms of this Agreement and by issuance of the permit, it is understood the Type D Right of Way permit will remain in perpetuity for the STATIONS unless mutually terminated by both parties. Such grant of permit is expressly understood to be required to satisfy FTA continuing control requirements so the permit shall contain such provisions as the FTA shall mandate to satisfy this requirement. The City shall be responsible thereafter for the maintenance of the ROW outside of the physical boundaries of the STATIONS as specified in A.2. above.

D. FINANCIAL PROVISIONS

As set forth in Article IV, Subsection B.1 above, C-TRAN agrees to acquire the ROW necessary for the STATIONS at C-TRAN expense using funding as specified above. The City has no financial obligation for ROW under this Provision.

E. PROJECT ADMINISTRATION

1. C-TRAN has designated Project Manager Chuck Green for the Fourth Plain BRT Project. The City has appointed Senior Civil Engineer Ryan Lopossa of the Department of Public Works as the liaison for the City for these rights-of-way transactions. These individuals shall communicate regularly to discuss the status of tasks and services related to the successful performance of this Agreement.
2. Changes to Project Manager/liaison designation(s) shall be communicated between both parties no later than two (2) weeks prior to the change occurring.

F. MANAGEMENT, INVENTORY and ANNUAL CERTIFICATION

C-TRAN shall be responsible for maintaining the Record of Negotiations as well as the recording of deeds for the Fourth Plain BRT Project's STATIONS Component prior to transfer of ownership to the City. The fiscal record keeping shall consist of procuring the necessary ROW, and as necessary, transferring ownership of the ROW identified in the Fourth Plain BRT Project plans and special provisions. The City acknowledges that ROW is being purchased with federal grant funds. Transfer of ownership of any ROW shall be in accordance with any FTA requirements.

G. INDEMNIFICATION

1. C-TRAN agrees to indemnify, defend, save and hold harmless the City, its officials, employees, and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees, and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by C-TRAN pursuant to this Agreement.
 - a. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against C-TRAN, the City retains the right to participate in said suit if any principle of public law is involved.
 - b. This indemnity and hold harmless shall include any claim made against the City by an employee of C-TRAN or subcontractor or agent of C-TRAN, even if C-TRAN 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. C-TRAN specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that C-TRAN provide the broadest scope of indemnity permitted by RCW 4.24.115.
2. The City agrees to indemnify, defend, save, and hold harmless C-TRAN, its officials, employees, and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees, and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by City pursuant to this Agreement.
 - a. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the City, C-TRAN retains the right to participate in said suit if any principle of public law is involved.

- b. This indemnity and hold harmless shall include any claim made against C-TRAN by an employee of the City or subcontractor or agent of the City, even if the City 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 C-TRAN. The City specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the City provide the broadest scope of indemnity permitted by RCW 4.24.115.

H. NON-DISCRIMINATION

The Parties hereto agree that they shall not participate in any discriminatory action against any employee who is paid by funds indicated in this Agreement or against any applicant for such employment because of race, religion, color, sex, marital status, creed, national origin, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap or as otherwise provided by applicable law. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training.

I. AGREEMENT MODIFICATIONS

It is mutually agreed and understood that no alteration or variation to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein, shall not be binding.

J. NOTICES

Notices to C-TRAN: until such time as C-TRAN notifies the City in writing otherwise, all notices to C-TRAN required to be given under the terms of this Agreement, unless otherwise specified herein, or as maybe amended, shall be given in writing, addressed as follows:

Executive Director/CEO
C-TRAN
PO Box 2529
Vancouver, WA 98668-2529

Notices to the City: until such time as the City notifies C-TRAN in writing otherwise, all notices to the City required to be given under the terms of this Agreement, unless otherwise specified herein, or as may be amended, shall be given in writing, addressed as follows:

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

K. DURATION AND TERMINATION

1. This Agreement shall be in perpetuity unless mutually terminated by the Parties or in the event that one of the Parties materially breaches this Agreement.
2. Funding for this Project is provided, in part, from federal and state sources. The terms and conditions of this Agreement are subject to the adherence to Federal and Washington State funding and right-of-way acquisition requirements and continued availability of funding identified for this Project..

L. DISPUTE RESOLUTION PROCESS

1. In the event of any dispute concerning this Agreement, the Project Managers shall confer to resolve the dispute. These individuals shall use their best efforts and exercise good faith to resolve disputes and issues arising out of, or related to this Agreement. In the event the Project Managers are unable to resolve the dispute, the City's Public Works Director and C-TRAN's Director of Planning and Development shall confer and exercise good faith to resolve the dispute.
2. In the event the Public Works Director, and C-TRAN's Director of Planning and Development are unable to resolve the dispute, C-TRAN's Executive Director/CEO and the City Manager shall engage in good faith negotiations to resolve the dispute.
3. Any controversy or claim arising out of or relating to this Agreement or the alleged breach of such Agreement that cannot be resolved by the Executive Director/CEO of C-TRAN and the City Manager may be submitted to mediation. If still not resolved, the parties may seek any judicial remedies available in law and equity.

4. The parties agree that they shall have no right to seek relief in a court of law until each of these procedural steps is exhausted and if a statute of limitations or statute of repose may lapse during these procedural steps such statute(s) are deemed tolled until the completion of the above referenced administrative dispute resolution process. In the event relief is sought in a court of law, the parties agree to Clark County Superior Court as the venue for any legal action, subject to federal jurisdictional and venue requirements.

M. INDEPENDENT CONTRACTOR

C-TRAN and the City are and shall at all times be deemed to be independent contractors in the provision of the services set forth in this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between either party or between any of their employees. Each party shall retain all authority for provision of services, standards of performance, discipline and control of its personnel, and other matters incident to its performance of services pursuant to this Agreement. Nothing in this Agreement shall make any employee of C-TRAN an employee of the City or any employee of the City an employee of C-TRAN for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

N. NO THIRD PARTY BENEFICIARY

C-TRAN does not intend by this Agreement to assume any contractual obligations to anyone other than the City. The City does not intend by this Agreement to assume any contractual obligations to anyone other than C-TRAN. C-TRAN and City do not intend there be any third-party beneficiary to this Agreement.

O. WAIVER

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

P. INTERLOCAL COOPERATION ACT COMPLIANCE

This is an Agreement entered into pursuant to Chapter 39.34 RCW. Its purpose is as set forth in Article II. Its duration and termination are as specified in Article IV, Section L (Duration). Financial provisions are as described in Article IV, Section D. Transfer of property acquired pursuant to this Agreement is as described in Article IV B. and C.

Q. INTEREST OF THE FEDERAL TRANSIT ADMINISTRATION

C-TRAN shall acquire properties for the BRT Project compliant with the following federal requirements:

- 49 CFR Part 24 as amended January 4, 2005: Uniform Relocation Assistance and Real Property Acquisition Regulations for Federal and Federally Assisted Programs: Final Rule and Notice (Uniform Act) (attached as Appendix B).
- FTA Circular C 5010.1D, Grant Management Requirements Chapter IV, pertaining to Real Estate Project Management (attached as Appendix C).
- Applicable statutes regulating environmental aspects of acquisition, such as site inspection, survey of prior owners and uses, etc., include 42 USC Subsections 9601-9675.

R. ENTIRE AGREEMENT

This Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior Agreements shall be effective to the contrary.

S. DOCUMENT EXECUTION AND FILING

The City and C-TRAN agree that there shall be three (3) duplicate originals of this Agreement procured and distributed for signature by the necessary officials of the parties. Upon execution, one executed original of this Agreement shall be retained by the Vancouver City Clerk and one shall be retained by each of the other parties. The Vancouver City Clerk shall cause a copy of this Agreement to be posted on the City website pursuant to Chapter 32, Laws of Washington 2006 (RCW 39.34.040). Upon execution of the originals and posting of a copy on the City's website, each such duplicate original shall constitute an agreement binding upon all parties.

T. RATIFICATION

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

U. SEVERABILITY

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth below their signatures.

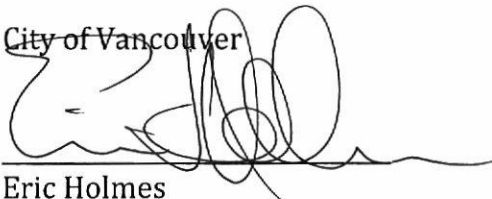
DATED this 3rd day of August, 2015.

C-TRAN



Jeff Hamm
Executive Director/CEO

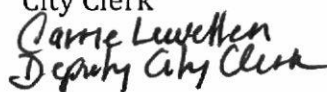
City of Vancouver



Eric Holmes
City Manager



R. Lloyd Tyler
City Clerk



Carrie Leavelle
Deputy City Clerk

Approved as to form:



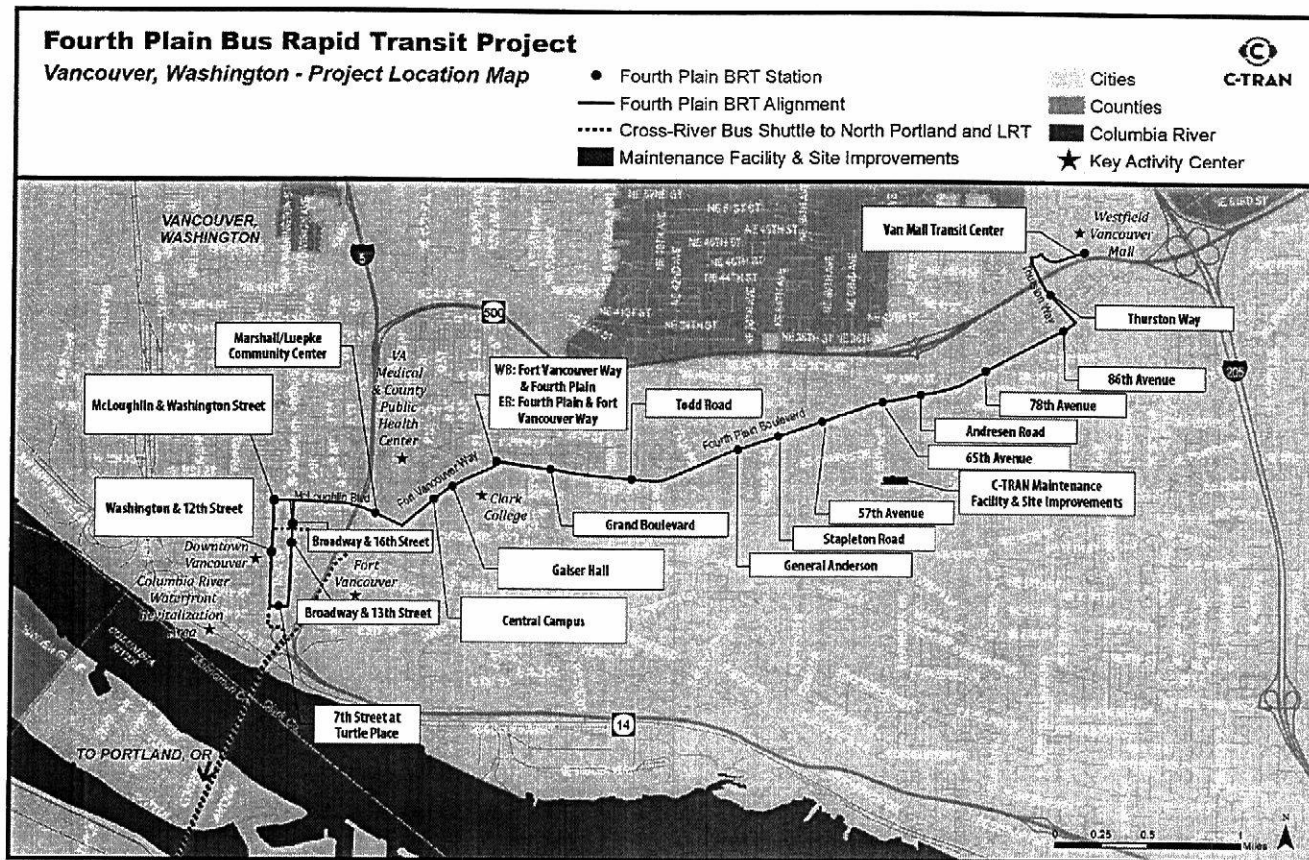
Thomas H. Wolfendale
C-TRAN Legal Counsel



E. Bronson Potter
City Attorney

K:\2049134\00004\21443_THW\21443A2300

Exhibit 1 – STATION Locations (Project Map)



To be filed with the Clark County Auditor

Return Address:

C-Tran

PO Box 2529

Vancouver, WA 98668-2529

**AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN C-TRAN
AND THE CITY OF VANCOUVER FOR COORDINATION, CONSTRUCTION,
IMPLEMENTATION, AND ONGOING OPERATIONS;
TRANSIT SIGNAL PRIORITY FOR THE FOURTH PLAIN BUS RAPID
TRANSIT CORRIDOR**

This is an amendment to the Interlocal Agreement for Coordination, Construction, Implementation, and Ongoing Operations; Transit Signal Priority For The Fourth Plain Bus Rapid Transit Corridor between the City of Vancouver (“City”) and Clark County Public Transportation Benefit Area (“C-Tran”), which is dated May 28, 2015 (**“the Agreement”**).

WHEREAS, per the terms of the Agreement, C-TRAN acquired Transit Signal Priority (“TSP”) equipment and spare parts, which is for purposes of giving special treatment to transit vehicles at signalized intersections through the use of sensors to detect approaching transit vehicles and alter signal timings to improve performance of the Bus Rapid Transit (“BRT”) system; and

WHEREAS, Article IV, Section B.3. of the Agreement provides that upon TSP installation and the City’s final inspection, C-TRAN will transfer ownership and all rights and obligations regarding TSP equipment and spare parts to the City; and

WHEREAS, the City and C-TRAN now wish to amend the Agreement so that C-TRAN retains ownership of the TSP equipment and spare parts, as well as the responsibility for maintenance and operation costs.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Article II, Paragraph 7 is amended to delete the words “City owned.”
2. Article IV, Section B.1.b. is amended to delete the following from the end of the first sentence: “, and transfer ownership of these spare parts to the City.”
3. Article IV, Section B.3. is deleted in its entirety and replaced with the following:

3.Ownership

C-TRAN will retain ownership of the TSP equipment and spare parts.

4. Article IV, Section B.4. is amended to delete the last two sentences in their entirety, and replace them with the following:

C-TRAN will incur 100% of TSP operations and maintenance costs, including 100% of the cost of replacement equipment, starting with the sixth year of this Agreement (January 1, 2022). The City will continue to bill such costs through ongoing purchase or work orders as specified in Article IV, Section D.

5. Article IV, Section C.1. is deleted in its entirety.
6. Article IV, Section C.2. is deleted in its entirety and replaced with the following:

2. TSP State of Good Repair, Assessment and Maintenance

The conditions of the FTA Small Starts Grant require that the TSP equipment be used specifically for TSP purposes on the Fourth Plain BRT Corridor and maintained in a state of good repair. Upon completion of the Fourth Plain BRT Project and its TSP component the City will be responsible for assessing maintenance and operation of the TSP on the Fourth Plain BRT Corridor in compliance with FTA requirements and any applicable laws, statutes and rules and the terms of this Agreement.

7. Article IV, Section C.3. is deleted in its entirety.
8. Article IV, Section D.1. is amended to delete the last sentence in its entirety and replace it with the following:

Beginning January 1, 2022, C-TRAN will reimburse the City for 100% of the City's labor and equipment costs incurred in operating and maintaining TSP along the Fourth Plain BRT Corridor. The same billing provisions set forth herein shall be used.

9. Article IV, Section F.1. is amended as follows:

- a) The first sentence is amended to delete the following language: "prior to transfer of ownership to the City"
- b) The second sentence is amended to delete the following language: ", and as necessary, transferring ownership of the equipment."
- c) The last sentence is deleted in its entirety.

10. All other terms of the Agreement shall remain in full force and effect.

Dated: _____

Dated: _____

FOR THE CITY OF VANCOUVER:
A municipal corporation

FOR C-TRAN:

Eric Holmes, City Manager

Executive Director and CEO

Attest:

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

Approved as to form:

Approved as to form:

Bronson Potter, City Attorney

C-TRAN Legal Counsel

INTERLOCAL AGREEMENT

**Between C-TRAN and the City of Vancouver
For Coordination, Construction, Implementation, and Ongoing Operations**

TRANSIT SIGNAL PRIORITY For the Fourth Plain Bus Rapid Transit Corridor ("Agreement")

THIS Agreement, made and entered into this ____ day of _____ 2015, by and between Clark County Public Transportation Benefit Area (hereinafter referred to as "C-TRAN"), a municipal corporation, formed under authority of Chapter 36.57A RCW, and the City of Vancouver, (referred to as the "City") a municipal corporation and a City of the first class, hereinafter sets forth a common agreement concerning the Fourth Plain Bus Rapid Transit ("BRT") Project's ("Project") Transit Signal Priority ("TSP") component, a cooperative effort as authorized by Chapter 39.34 RCW.

RECITALS

WHEREAS, C-TRAN plans to install a TSP component as part of the Project, as required by the Federal Transit Administration ("FTA") under the federal definition of a Small Starts BRT; and

WHEREAS, C-TRAN and the City have collaborated on TSP design and expectations for its operations as part of BRT on the Fourth Plain BRT Corridor ("Corridor"); and

WHEREAS, in 2015, C-TRAN expects to execute an FTA Small Starts Grant for full funding and implementation of the Fourth Plain BRT Project; and

WHEREAS, the Parties mutually agree to carry out TSP along the Fourth Plain BRT Corridor, subject to specific tasks, responsibilities, and long term objectives for the TSP Project contained in this Agreement; and

NOW, THEREFORE, pursuant to RCW 39.34 RCW and in consideration of the terms, conditions, covenants, and performances contained herein, as well as the attached Exhibits which are incorporated and made a part hereof, the parties agree as follows:

ARTICLE I

RECITALS ADOPTED. The recitals set forth above are hereby adopted as the factual basis for this Agreement.

ARTICLE II

PURPOSE. The Parties mutually agree to interpret and implement this Agreement for the purpose of and consistent with the following long term objectives of TSP to:

1. Help reduce transit travel time and increase on-time trip performance along the Fourth Plain BRT corridor between downtown Vancouver and Westfield Vancouver Mall.
2. Attract, together with other transit enhancements, more riders to transit, thus reducing the number of vehicles using the corridor, in turn reducing traffic congestion and pavement wear-and-tear due to vehicular traffic.
3. Produce a system of TSP traffic controls at selected signalized intersections along Fort Vancouver Way between McLoughlin Boulevard and Fourth Plain; along Fourth Plain Boulevard between Fort Vancouver Way and Thurston Way; and along Thurston Way between Fourth Plain and the terminus of the BRT line at Westfield Vancouver Mall.
4. Purchase and install signal controller upgrades, communications equipment, and TSP equipment consistent with the City's traffic standards and requirements.
5. Ensure that installation of TSP does not interfere with the City's ability to provide signal preemption for emergency vehicles.
6. Establish a long-term commitment for use, maintenance, and future equipment replacement and upgrades of TSP and signal preemption technology with the City.
7. Provide for future upgrades, replacements, improvements, modifications, maintenance, and enhancements to City owned traffic signal equipment for TSP along the Fourth Plain BRT Corridor.
8. Develop technical guidance for TSP operations and protocols detailing the roles and responsibilities for C-TRAN and the City to operate and maintain the TSP system.

ARTICLE III

DEFINITIONS

Agreement means this document and all Exhibits attached and subsequent amendments hereto.

Continuing Control means the conditions of the FTA Small Starts Grant that require that the TSP equipment be used specifically for TSP purposes on the Fourth Plain BRT Corridor and maintained in a state of good repair.

Fourth Plain BRT Corridor means the surface street route along Fort Vancouver Way between McLoughlin Boulevard and Fourth Plain; along Fourth Plain Boulevard between Fort Vancouver Way and Thurston Way; and along Thurston Way between Fourth Plain and the terminus of the BRT line at Westfield Vancouver Mall.

Project means the Fourth Plain Bus Rapid Transit (BRT) Project, a street construction, traffic signal modification, and accessory structure construction project beginning in 2015 with completion expected by late summer 2016.

Signal Priority Equipment means the technology required to generate requests for transit priority on routes and at certain intersections and monitor and manage local TSP requests at individual intersections. Transit Signal Priority (TSP) means giving special treatment to transit vehicles at signalized intersections, through the use of sensors, to detect approaching transit vehicles and alter signal timings to improve transit performance.

TSP Component of the Project means the effort by which the Parties will produce the system of TSP traffic controls, addressing approximately 20 signalized intersections (current or to be installed by the Project).

TSP Guidebook means a technical guidance manual for implementing and maintaining TSP operations and equipment as well as protocols for ongoing adjustments of signal operations, and future TSP equipment replacement and upgrades.

ARTICLE IV

TERMS

A. RESPONSIBILITY OF BOTH C-TRAN AND THE CITY

1. C-TRAN and the City will jointly develop a TSP Technical Guidebook for ongoing operations, maintenance, adjustment protocols, and equipment upgrades and replacements with respect to TSP. The City will provide C-TRAN with a first draft of the TSP Technical Guidebook at least ninety (90) days prior to the expected installation completion date in November 2016. C-TRAN will provide comments and requested modifications to the TSP Technical Guidebook at least forty-five (45) days prior to the expected installation completion date in November 2016. The parties will meet and confer concerning any disagreements concerning the draft TSP Technical Guidebook. In the event that any disagreement cannot be resolved, the City of Vancouver Traffic Engineer will have final decision-making authority. The final TSP Technical Guidebook will be adopted by the City's Public Works Department, Traffic Engineering and Operations Division, not later than the expected installation completion date in November 2016.

2. C-TRAN and the City agree to review the performance of TSP, along with traffic pattern changes over time, at least once annually to determine if adjustments to TSP operations are warranted. C-TRAN and the City agree that the Washington State Department of Transportation (WSDOT) will be notified by the City of these reviews when WSDOT-owned traffic signals are involved.

3. Future Intersection work: C-TRAN or the City may identify future intersections

for application of signal priority equipment, or may propose major modifications to existing intersections, in the Corridor. In either case, the City agrees to coordinate with C-TRAN, consistent with the objectives of this Agreement, to plan for TSP improvements for new intersection work. C-TRAN acknowledges that the City may require a financial commitment by C-TRAN for TSP related improvements for new intersections. Any future work shall be mutually agreed upon by both parties. If the parties are unable to reach a mutual agreement, disputes may be resolved pursuant to the dispute resolution provisions of this Agreement.

B. RESPONSIBILITY OF C-TRAN TO THE CITY

1. Equipment Provided

a. C-TRAN and the City, through the Project Managers for each agency identified in Section D of this Agreement, shall develop the final list of TSP equipment required to modify signal equipment at each intersection identified as a part of this Project, as identified by the Project design and construction plans and special provisions. The City shall have final approval over the equipment list.

b. C-TRAN, as part of the Fourth Plain BRT Project, will purchase one (1) spare traffic signal controller and two (2) spare central processing units (CPU), and transfer ownership of these spare parts to the City. The City shall use these spare parts only for TSP operations and maintenance along the Fourth Plain BRT Corridor.

c. TSP equipment provided as part of the Fourth Plain BRT Project will have a minimum one (1) year manufacturer and or vendor warranty.

d. Final equipment and spare parts lists shall be incorporated into the TSP Technical Guidebook.

2. Initial Installation

C-TRAN agrees to install the TSP equipment specified by the Project plans and special provisions. C-TRAN shall be responsible for the capital costs of purchasing, installing and testing this equipment.

3. Ownership Transferred

Upon completion of the Project and its TSP component, the City shall have the opportunity to conduct a final inspection and testing prior to City acceptance of ownership of TSP equipment. C-TRAN will then transfer ownership and all rights and obligations regarding TSP to the City of the TSP and related equipment installed by the Fourth Plain BRT Project. Installation, inspection, and testing of all intersection equipment are anticipated to be completed by November 2016, but delay of this date shall not constitute a breach of this Agreement. The City and C-TRAN Project Managers shall communicate regularly throughout this Project regarding equipment installation status,

delays or constraints, and opportunities for coordinated work.

4. TSP Maintenance and Operation Payment Obligation of C-TRAN

C-TRAN agrees to initiate an ongoing purchase or work order with the City to reimburse the City for 50% of the City's labor and equipment costs incurred in operating and maintaining TSP along the Fourth Plain BRT Corridor for the first five years of this Agreement (calendar years 2017 through 2021). C-TRAN shall also pay for 50 % of the costs of replacement of malfunctioning equipment, and for upgrades if existing equipment is rendered obsolete, as part of the ongoing maintenance and operations purchase and or work order. Subject to availability of City staff and their workload demands, the City will incur all TSP operations and maintenance costs, starting with the sixth year of this Agreement (January 1, 2022), at which point the purchase or work order obligation of C-TRAN shall cease. Billing procedures are specified in Article IV, Subsection D below.

5. TSP Data

C-TRAN will provide the City with TSP-related data collected from transit equipment, and TSP-related field data, within thirty (30) days of City request for such data.

C. RESPONSIBILITY OF THE CITY TO C-TRAN

1. City Action Prior to Transfer of Ownership

Upon completion of the Fourth Plain BRT Project and its TSP component, the City shall have the opportunity to conduct a final inspection and testing prior to City acceptance of ownership of TSP equipment. The City will be responsible for its own final inspection and acceptance of all new traffic signals, controllers, TSP, and any required intersection equipment for the implementation of TSP as part of the Fourth Plain BRT Project.

2. City Assumes Continuing Control and Operation and Maintenance and Obligation

The conditions of the FTA Small Starts Grant require that the TSP equipment be used specifically for TSP purposes on the Fourth Plain BRT Corridor and maintained in a state of good repair, together known as "Continuing Control". Upon completion of the Fourth Plain BRT Project and its TSP component, and transfer of ownership of TSP equipment to the City, the City will be responsible for Continuing Control maintenance and operations of TSP on the Fourth Plain BRT Corridor in compliance with FTA requirements and any applicable laws, statutes and rules and the terms of this Agreement.

3. TSP Operation and Maintenance Costs

This Agreement covers only TSP-related operation and maintenance activities. After C-TRAN transfer of ownership of TSP equipment to the City, the City will perform all operation and maintenance to all TSP-related equipment at signalized intersections,

subject to C-TRAN's payment obligations set forth in Article IV, Subsection B.4 above. Subject to availability of City staff and their workload demands, the City will incur all TSP operations and maintenance costs, rights and obligations starting with the sixth year of this Agreement (January 1, 2022).

4. TSP Operation Priorities

The City has final authority over all operation and maintenance of intersection signal control and detection equipment provided under this Project. The City agrees to exercise this authority to cooperate in good faith with C-TRAN to support the objectives of TSP identified in this Agreement on an ongoing basis. Notwithstanding this Agreement, the City reserves the right to change TSP settings, at any time, at any or all intersections. The City will prioritize the requirements and needs of high priority signal operations (*e.g.*, signal preemption for emergency vehicle operations) above the needs and requirements of TSP. Final signal priority settings are the responsibility of the City. If the City makes a determination that it must change the TSP traffic signal settings at one (1) or more of the Project intersections, City staff will notify and coordinate with C-TRAN to the extent possible, consistent with the objectives of this Agreement and the TSP Technical Guidebook.

5. TSP Data

The City will provide C-TRAN with available TSP signalized control data within thirty (30) days of C-TRAN request for such data.

D. BILLING PROVISIONS

1. As set forth in Article IV, Subsection B.4 above, C-TRAN agrees to initiate an ongoing purchase or work order with the City intended to reimburse the City for 50% of the City's labor and equipment costs incurred in operating and maintaining TSP along the Fourth Plain BRT Corridor for the first five years of this Agreement (calendar years 2017 through 2021). If C-TRAN continues to contribute to such costs after 2021, the same billing provisions set forth herein shall be used.

2. The City agrees to charge C-TRAN only for costs incurred through TSP maintenance and operations, and not for costs for signal maintenance and operations not associated with TSP.

3. The base specific rates and per unit charge for labor is set forth in Exhibit 1. If the City's labor rates increase as set forth in Exhibit 1, whether because of City work force increases or use of a subcontractor labor force, C-TRAN's obligation to pay for such labor rates will not exceed the Consumer Price Index for the Portland/Vancouver Metropolitan Area applied to the original rate in Exhibit 1 (http://www.bls.gov/regions/west/news-release/ConsumerPriceIndex_Portland.htm), unless as mutually negotiated and agreed to by the City Manager and the C-TRAN Executive Director/CEO. If there is no mutual

agreement, this provision governs the labor rate and is not subject to the dispute resolution provisions of this Agreement.

4. The City will notify C-TRAN within ten (10) days following the performance of any non-routine maintenance.

5. C-TRAN, in consideration of the Work to be done by the City, agrees to pay the City for the actual direct and related indirect cost of all work for which the C-TRAN is responsible, including design, survey, engineering work, mobilization, construction engineering, administration and overhead costs. The City shall invoice C-TRAN, providing with the invoice sufficient documentation and information to justify the costs. C-TRAN agrees to pay the City within thirty (30) calendar days of receipt of an invoice; provided, that if C-TRAN disagrees with all or part of an invoice, C-TRAN shall notify the City of the disagreement within twenty (20) calendar days of receipt of an invoice. The notice shall include an explanation of the disagreement and supporting documentation and information, if any. C-TRAN shall pay all parts of an invoice that are not contested within the thirty-day period. C-TRAN shall pay a contested portion of an invoice within thirty (30) calendar days after the parties resolve the disagreement. The dispute resolution process set forth in Article IV, Subsection N. shall be used to resolve any disagreement.

E. PROJECT ADMINISTRATION

1. C-TRAN has designated Project Manager Chuck Green for the Fourth Plain BRT Project. The City has appointed City Traffic Engineer and Engineering Manager Chris Christofferson of the Traffic Division of the Department of Public Works as the Project Manager for the City. These individuals shall communicate regularly to discuss the status of tasks and services related to the successful performance of this Agreement.

2. Changes to Project Manager designation(s) shall be communicated between both parties no later than two (2) weeks prior to the change occurring.

F. MANAGEMENT, INVENTORY and ANNUAL CERTIFICATION

1. C-TRAN shall be responsible for the fiscal record keeping for the Fourth Plain BRT Project's TSP Component prior to transfer of ownership to the City. The fiscal record keeping shall consist of procuring the necessary equipment, and as necessary, transferring ownership of the equipment identified in the Fourth Plain BRT Project plans and special provisions. The City acknowledges that equipment is being purchased with federal grant funds. Transfer of ownership of any equipment shall be in accordance with any FTA requirements.

2. The City will annually report the condition of the TSP equipment to C-TRAN.

G. SUBCONTRACTING

The City may, as part of ongoing TSP maintenance and operations, contract out for this work as part of the ongoing purchase and or work order, upon approval by C-TRAN.

H. INDEMNIFICATION

1. C-TRAN agrees to indemnify, defend, save and hold harmless the City, its officials, employees, and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees, and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by C-TRAN pursuant to this Agreement.
 - a. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against C-TRAN, the City retains the right to participate in said suit if any principle of public law is involved.
 - b. This indemnity and hold harmless shall include any claim made against the City by an employee of C-TRAN or subcontractor or agent of C-TRAN, even if C-TRAN 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. C-TRAN specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that C-TRAN provide the broadest scope of indemnity permitted by RCW 4.24.115.
2. The City agrees to indemnify, defend, save, and hold harmless C-TRAN, its officials, employees, and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees, and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by City pursuant to this Agreement.
 - a. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the City, C-TRAN retains the right to participate in said suit if any principle of public law is involved.
 - b. This indemnity and hold harmless shall include any claim made against C-TRAN by an employee of the City or subcontractor or agent of the City, even if the City 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 C-TRAN. The City specifically acknowledges that the provisions contained herein have been mutually negotiated by the

parties and it is the intent of the parties that the City provide the broadest scope of indemnity permitted by RCW 4.24.115.

I. NON-DISCRIMINATION

The Parties hereto agree that they shall not participate in any discriminatory action against any employee who is paid by funds indicated in this Agreement or against any applicant for such employment because of race, religion, color, sex, marital status, creed, national origin, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap or as otherwise provided by applicable law. This provision shall include, but not be limited to the following; employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training.

J. AGREEMENT MODIFICATIONS

It is mutually agreed and understood that no alteration or variation to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein, shall not be binding.

K. NOTICES

Notices to C-TRAN: Until such time as C-TRAN notifies the City in writing otherwise, all notices to C-TRAN required to be given under the terms of this Agreement, unless otherwise specified herein, or as maybe amended, shall be given in writing, addressed as follows:

Executive Director/CEO
C-TRAN
PO Box 2529
Vancouver, WA 98668-2529

Notices to the City: Until such time as the City notifies C-TRAN in writing otherwise, all notices to the City required to be given under the terms of this Agreement, unless otherwise specified herein, or as may be amended, shall be given in writing, addressed as follows:

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

L. DURATION

The TSP component of the Fourth Plain BRT Project as identified herein is anticipated to be completed by November, 2016, at which point the parties shall begin to perform the other obligations under this Agreement. Continuation of the maintenance and operations component of this Agreement will be for a period of ten (10) years beginning January 1, 2017. The actual date of project completion does not change the obligations under this Agreement, as long as this Agreement is in place.

M. TERMINATION OF AGREEMENT

1. In the event that the City wishes to terminate this Agreement prior to the end of the equipment life cycle, defined as ten (10) years from completion of construction, the City will reimburse C TRAN, which in turn will reimburse the Federal Transit Administration, consistent with the current FTA Circular 5010.1D section "Equipment, Supplies, Rolling Stock Disposition." Should a dispute arise concerning the amount of reimbursement, it shall be resolved through the process identified below for dispute resolution. FTA shall not be a party to the dispute resolution process.

2. At such time as the ten year life cycle of the equipment has been reached, notwithstanding any other provision of this Agreement, any party may terminate their interest, for the party's sole convenience, in this Agreement by providing written notice of such termination, specifying the effective date thereof, at least 60 days prior to such date. At the time of notification by either party, the time period for termination shall commence as long as the termination request is mutually agreed. If the request for termination is not mutually agreed, both parties hereby agree to follow the dispute resolution process stated below, excluding any requirement to seek judicial remedies, prior to exercise of their right of unilateral termination. This process is provided to assure the opportunity to continue with the original Project objectives provided for in this Agreement to the extent practical.

3. Funding for this Project is provided, in part, from federal and state sources. The terms and conditions of this Agreement are subject to the adherence to Federal and Washington State funding requirements and continued availability of funding identified for this Project. In the event there is a change in funding status, C-TRAN will promptly provide notice to the City and may in its sole discretion terminate this Agreement for convenience if funding is not available.

4. Both parties agree that all costs incurred up to the time of notification of termination of this Agreement, if any, less prior interim payments, shall be paid in full.

N. DISPUTE RESOLUTION PROCESS

In the event of any dispute concerning this Agreement, the Project Managers shall confer to

resolve the dispute. These individuals shall use their best efforts and exercise good faith to resolve disputes and issues arising out of, or related to this Agreement. In the event the Project Managers are unable to resolve the dispute, the City's Public Works Director and C-TRAN's Director of Planning and Development shall confer and exercise good faith to resolve the dispute.

In the event the Public Works Director, and C-TRAN's Director of Planning and Development are unable to resolve the dispute, C-TRAN's Executive Director/CEO and the City Manager shall engage in good faith negotiations to resolve the dispute.

Any controversy or claim arising out of or relating to this Agreement or the alleged breach of such Agreement that cannot be resolved by the Executive Director/CEO of C-TRAN and the City Manager may be submitted to mediation. If still not resolved, the parties may seek any judicial remedies available in law and equity.

The parties agree that they shall have no right to seek relief in a court of law until each of these procedural steps is exhausted and if a statute of limitations or statute of repose may lapse during these procedural steps such statute(s) are deemed tolled until the completion of the above referenced administrative dispute resolution process. In the event relief is sought in a court of law, the parties agree to Clark County Superior Court as the venue for any legal action, subject to federal jurisdictional and venue requirements.

O. INDEPENDENT CONTRACTOR

C-TRAN is and shall at all times be deemed to be an independent contractor in the provision of the services set forth in this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between C-TRAN and City or between any of C-TRAN's or City's employees. C-TRAN shall retain all authority for provision of services, standards of performance, discipline and control of personnel, and other matters incident to its performance of services pursuant to this Agreement. Nothing in this Agreement shall make any employee of C-TRAN an employee of the City or any employee of the City an employee of C-TRAN for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

P. NO THIRD PARTY BENEFICIARY

C-TRAN does not intend by this Agreement to assume any contractual obligations to anyone other than the City. The City does not intend by this Agreement to assume any contractual obligations to anyone other than C-TRAN. C-TRAN and City do not intend there be any third-party beneficiary to this Agreement.

Q. WAIVER

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

R. INTERLOCAL COOPERATION ACT COMPLIANCE

This is an Agreement entered into pursuant to Chapter 39.34 RCW. Its purpose is as set forth in Article II. Its duration is as specified in Article IV, Section L (Duration).. Its method of termination is set forth in Article IV, Section M. Its manner of financing and of establishing and maintaining a budget therefore is described in Article IV, Section D (Billing).. Disposal of property acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement is set forth in Article IV, Section M.1 (Termination of Agreement).

S. INTEREST OF THE FEDERAL TRANSIT ADMINISTRATION

Property transfer, continuing control and disposition of TSP equipment shall satisfy the requirements of FTA as set forth in 49 USC Section 1602 (a) (ii), Circular 5010.1D (or succeeding versions) and the grant agreement between FTA and C-TRAN.

T. ENTIRE AGREEMENT

This Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior Agreements shall be effective to the contrary.

U. DOCUMENT EXECUTION AND FILING

The City and C-TRAN agree that there shall be three (3) duplicate originals of this Agreement procured and distributed for signature by the necessary officials of the parties. Upon execution, one executed original of this Agreement shall be retained by the Vancouver City Clerk and one shall be retained by each of the other parties. The Vancouver City Clerk shall cause a copy of this Agreement to be posted on the City website pursuant to Chapter 32, Laws of Washington 2006 (RCW 39.34.040). Upon execution of the originals and posting of a copy on the City's website, each such duplicate original shall constitute an agreement binding upon all parties.

V. RATIFICATION

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

V. SEVERABILITY

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

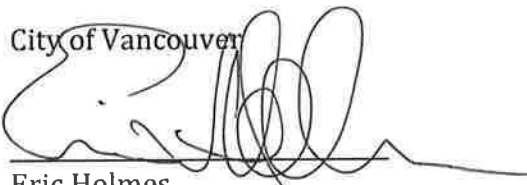
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth below their signatures.

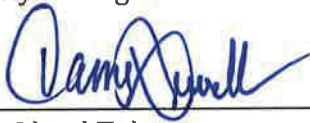
DATED this 28th day of May, 2015.

C-TRAN


Jeff Hamm
Executive Director/CEO

City of Vancouver

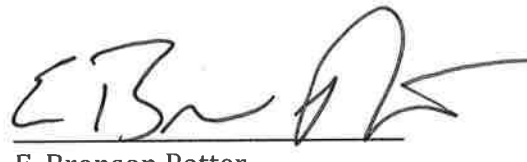

Eric Holmes
City Manager


R. Lloyd Tyler
City Clerk

Carrie Lewellen, Deputy City Clerk

Approved as to form:


Thomas H. Wolfendale
C-TRAN Legal Counsel


E. Bronson Potter
City Attorney

K:\2049134\00004\21443_THW\21443A2300

EXHIBIT 1. CITY OF VANCOUVER LABOR RATES

Transit Signal Priority Annual Maintenance				
Estimated Labor and Equipment Costs				
Labor Description	Units	Unit Price	Labor Overhead	Totals
Manager	Hour	\$56.43	\$37.40	\$93.83
Engineer	Hour	\$45.96	\$30.46	\$76.42
Senior Engineering Tech	Hour	\$34.71	\$23.01	\$57.72
Traffic Signal Specialist	Hour	\$36.80	\$15.07	\$51.87
Equipment Description	Units	Unit Price	Equipment Overhead	Totals
Boom Truck	Hour	\$19.00		\$19.00

Other expenses will be billed at-cost (no markup).

STAFF REPORT NO. 049-18

TO: Mayor and City Council
FROM: Eric Holmes, City Manager



DATE: 4/09/2018
5/07/2018

Subject: Street vacation of approximately 11,822 square feet of partially improved street right-of-way associated with SE 5th Street, located between SE 164th and SE 166th Avenues.

Key Points:

- Right-of-way vacation of approximately 11,822 square feet of partially improved street right-of-way, located between SE 164th and SE 166th Avenues;
- There are existing utilities within the proposed vacation area;
- Staff recommends full compensation be required for the vacated area.

Objective: To grant a street vacation for a portion of SE 5th Street, located between SE 164th and SE 166th Avenues.

Present Situation: 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.

Advantage(s):

1. Allows the vacated property to be placed on the tax rolls.
2. Allows the applicants to maximize use of the abutting property.
3. Facilitates development of an existing property.

Disadvantage(s): No known disadvantages.

Budget Impact: Any revenue associated with the compensation received for the vacated right-of-way will be deposited into the City of Vancouver's transportation fund.

Prior Council Review: None

Action Requested:

1. On April 9, 2018, adopt a resolution of intent and approve ordinance on first reading to vacate a portion of public right-of-way of SE 5th Street located within the Northeast Quarter

of Section 36, Township 2 North, Range 2 East, Willamette Meridian, setting the date of public hearing for May 7, 2018.

2. On May 7, 2018, subject to second reading and public hearing, approve the ordinance.

Attachments:

- Exhibit A – Legal Description
- Exhibit B – Site Map Exhibit
- Exhibit C – Overall Vicinity Map
- Resolution
- Ordinance
- Property Value Analysis Memo
- Property Owner's Agreement
- Public Utility & Access Easement Legal Desc. & Exhibit



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

Exhibit A



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

LEGAL DESCRIPTION



July 13, 2017
NWS Project No. 1702
Right-of-Way Vacation

A tract of land located in the northeast one-quarter of Section 36, Township 2 North, Range 2 East, Willamette Meridian, City of Vancouver, Clark County, Washington, more particularly described as follows:

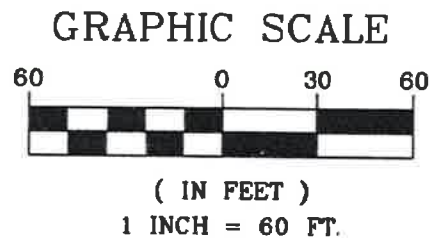
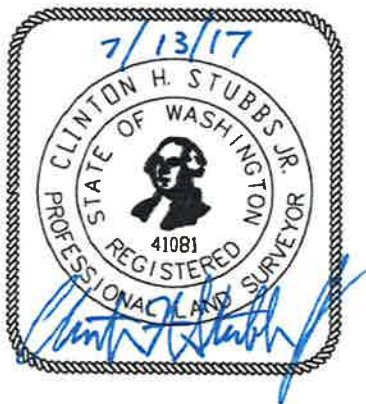
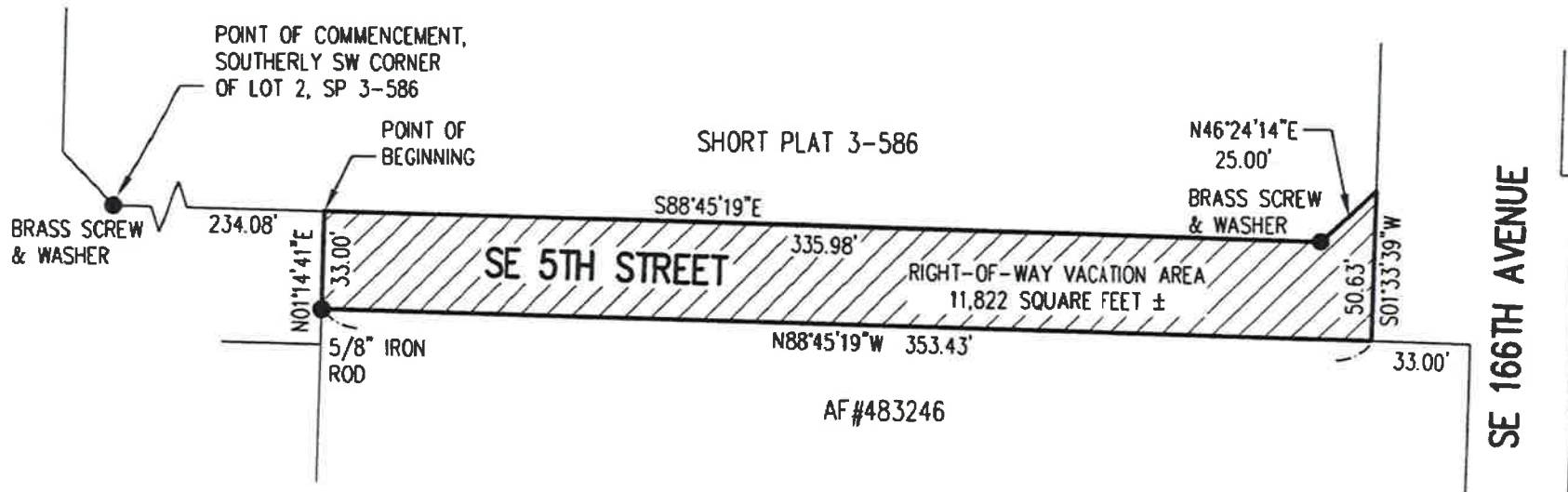
Commencing at a brass screw and washer located at the most southerly southwest corner of Lot 2 of the Gridlock, LLC Short Plat recorded in Book 3, Page 586, Records of Clark County, Washington; thence along the south line of said Lot 2 together with the south line of Lot 1 of said Gridlock, LLC Short Plat, South 88°45'19" East a distance of 234.08 feet to the Point of Beginning; thence continuing along the south line of said Lot 1, South 88°45'19" East a distance of 335.98 feet to a brass screw and washer located at the most southerly southeast corner thereof; thence along the southeast line of said Lot 1, North 46°24'14" East a distance of 25.00 feet to the most easterly southeast corner thereof; thence along a southerly extension of the east line of said Lot 1, South 01°33'39" West a distance of 50.63 feet to a point on the north line of that property quitclaimed to Donald E. Eby and Florence R. Eby by deed recorded July 16, 2001 as Auditor's File No. 483246, Records of Clark County, Washington, said point being North 88°45'19" West a distance of 33.00 feet from the northeast corner of said Eby property; thence along the north line of said Eby property, North 88°45'19" West a distance of 353.43 feet to a 5/8 inch iron rod located at the northwest corner thereof; thence North 01°14'41" East a distance of 33.00 feet to the Point of Beginning.

Said described tract of land contains 11,822 square feet, more or less.

Exhibit B

RIGHT-OF-WAY VACATION

LOCATED IN THE NE 1/4 OF SEC. 36, T. 2 N., R. 2 E., W.M.,
CITY OF VANCOUVER, CLARK COUNTY, WASHINGTON
JULY 13, 2017



NORTHWEST
SURVEYING, Inc.

1815 NW 169TH PLACE
SUITE 2090
BEAVERTON, OR 97006
PHONE: (503) 848-2127
FAX: (503) 848-2179

Exhibit C - Overall Vicinity Map



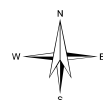
System Utility Map



RUS / PAC

Taxlot #:

1 inch = 500 feet



THE UTILITY INFORMATION SHOWN ON THIS MAP DOES NOT INDICATE OR IMPLY AVAILABILITY. CONTACT THE ENGINEERING COUNTER STAFF AT THE CDD PERMITS CENTER AT (360) 487-7804 OR 415 W. 6TH ST. FOR AVAILABILITY OF SERVICE.

THIS INFORMATION IS COMPILED FROM A VARIETY OF SOURCES. THE CITY OF VANCOUVER ASSUMES NO RESPONSIBILITY FOR MAP ACCURACY.

04/09/18

RESOLUTION NO. _____

A RESOLUTION fixing May 7, 2018, as the date for a public hearing on a proposal to vacate a portion of a public right-of-way associated with SE 5th Street located within the Northeast Quarter of Section 36, Township 2 North, Range 2 East, Willamette Meridian, City of Vancouver, Clark County, Washington.

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. As recommended in SR-_____, City Council, pursuant to VMC 11.05.040 and RCW 35.79.010, hereby initiates procedures to vacate a portion of the right-of-way of SE 5th Street.

Section 2. The legal description and Map Exhibit of the street area proposed to be vacated are attached hereto and incorporated herein as Exhibits “A” and “B”.

Section 3. On May 7, 2018 at the hour of 7:00 p.m. in the Council Chambers in City Hall, 415 West 6th Street, Vancouver, Washington, is fixed as the time and place for public hearing on said proposed street vacation.

Section 4. The City Clerk shall give notice of the pendency of said proposal and time and place of hearing, as required by VMC 11.05.060 and RCW 35.79.020.

ADOPTED at regular session of the Council of the City of Vancouver, this _____ day of _____, 2017.

Anne McEnerny-Ogle, Mayor

Attest:

Approved as to form:

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

E. Bronson Potter, City Attorney

04/09/18
05/07/18

ORDINANCE NO. _____

AN ORDINANCE vacating a portion of the right-of-way associated with SE 5th Street located within the Northeast Quarter of Section 36, Township 2 North, Range 2 East, Willamette Meridian, City of Vancouver, Clark County, Washington; providing for an effective date.

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. City Council initiated a vacation proceeding for a portion of the public right-of-way associated with SE 5th Street located within the Northeast Quarter of Section 36, Township 2 North, Range 2 East, Willamette Meridian, City of Vancouver, Clark County, Washington. As recommended by Staff Report No. _____, Council adopted Resolution M-_____ and set the date of public hearing for May 7, 2018 at 7:00 p.m. The City Clerk caused the notices of the public hearing to be posted and published as required by law.

At the time and place set for hearing, the hearing was held. City Council considered the reports and information provided at the public hearing and found that:

1. A vacation of the right-of-way will better serve the public;
2. The right-of-way is not currently no longer needed for public access and changes are not likely to occur in the future requiring the need for the right of way; and

3. There are no objections to the vacation sufficient to deny its approval.

Based on the foregoing, the City Council determined to vacate the property as described in Section 2 of this ordinance subject to the following:

A. The City has contacted utility owners and found that there are public domestic water lines and other public utility facilities within the area of right-of-way to be vacated. 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 a portion of the vacated area for the construction, repair and maintenance of all public utilities and services.

B. The area of right-of-way to be vacated consists of approximately 11,822 square feet.

C. 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 adjacent to 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. Prior to the effective date of this ordinance, the applicant shall remit \$123,895 to the City as compensation for the vacated property.

Section 2. The following street area to be vacated is described herein in the legal description and map exhibit attached hereto and incorporated herein as Exhibits "A" and "B".

Section 3. Effective date. This ordinance shall go into effect five days after the applicant has fulfilled the requirements stipulated in Section 1.C of this ordinance.

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 McEnery-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 vacating a portion of the right-of-way associated with SE 5th Street located within the Northeast Quarter of Section 36, Township 2 North, Range 2 East, Willamette Meridian, City of Vancouver, Clark County, Washington; 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).



MEMORANDUM

DATE: March 7, 2018

TO: File – SE 5th Street Right-of-Way Vacation

FROM: Eric Hahn, P.E. – Transportation Development Review

SUBJECT: **Property Value Analysis and Compensation Review**

The purpose of this memorandum is to summarize the analysis completed by staff to determine property values and compensation requirements for the proposed vacation of a public street right-of-way associated with SE 5th Street. 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 adjacent to the proposed vacation area resulted in an estimated property value equal to **\$10.48 per square foot**. The analysis is as follows:

Parcel No.	Parcel Size (SF)	Current Assessed Value	
		(Land Value)	Cost/SF
115010000	331,927	\$2,987,300	\$9.00
115035000	138,521	\$1,108,166	\$8.00
115041000	564,538	\$2,822,688	\$5.00
114930000	306,227	\$1,531,134	\$5.00
114933000	218,671	\$2,186,700	\$10.00
114980000	28,314	\$410,600	\$14.50
115020000	55,321	\$802,200	\$14.50
114920000	196,891	\$984,456	\$5.00
114932000	193,406	\$2,558,100	\$13.23
114935000	30,056	\$375,700	\$12.50
115000000	39,204	\$568,500	\$14.50
115030000	40,075	\$581,100	\$14.50
Average Cost/SF			\$10.48

The total area of the proposed vacation is 11,822 square feet. At full value, this results in a total estimated property value equal to **\$123,895**.

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

October 27, 2017

Mr. Larry Kelley
SkyNat Property Management
4000 SW Corbett Avenue
Portland, OR 97239

RE: Agreement to Transfer PYF LLC's ("Owner") Fee Simple Interest in such portion of 5th Street that is being abandoned by the City of Vancouver ("City") to Fore Property Company, or its assignee ("Fore").

Mr. Kelley,

This letter is to confirm the agreement that we have arrived at regarding the vacation of 5th Street between 164th and 166th Street at the South edge of your property, Mill Plain Court Apartments County Assessor Parcel Number Lot 1 SP3-586.

As you know, the City intends to widen 166th Street to provide for North-South access, which will then provide the Kelley Property with an east exit along with a clear path to 164th via 6th Street connection that will run through the property being acquired by Fore. In connection with the above widening of 166th Street, the City will be vacating such portion of the 5th Street corridor between the Kelley Property and the property to be acquired by Fore (the "5th Street Vacated Property"). Once the 5th Street Vacated Property is vacated by the City, ownership will be transferred 50% to Owner and 50% to Fore, as the two adjacent land owners.

As per our agreement and on the conditions set forth below, Fore will assume full ownership of the 5th Street Vacated Property along with being responsible for the property taxes, maintenance and liability associated with the 5th Street Vacated Property. In conjunction with Fore's development of its soon to be adjacent property, Fore agrees as follows:

1. Tree Removal and Installation. Fore shall remove the trees and stumps, including roots, which run along the sidewalk on the south border of the Kelley Property (from Owner's existing driveway curb cut on the Kelley Property to the corner of 166th Street). Fore shall also ensure that any holes caused by the aforementioned tree removal shall be filled and compacted with top soil. Thereafter, Fore will replace and install 8 trees on the "new" Northern property line of the Kelley Property. Fore will have sole discretion as to the types of trees installed but agrees that the trees will be of at least 2-inch caliber, 12 inches from the base and such trees shall be planted between 3 and 5 feet from the "new" Northern property line.

2. Asphalt Removal. Fore agrees to remove the asphalt and gravel base from the Northwest corner of the 5th Street Vacated Property to the intersection of 166th Street, and then backfill with top soil level to the existing curb cut.
3. Sod. Fore agrees to lay 8 feet of sod from the Northern edge of the sidewalk of the Kelley Property along the full length of the existing sidewalk from Owner's existing Western driveway curb cut to the Eastern corner of 166th Street.

In return and upon vacation of the 5th Street Vacated Property by the City, Owner shall quit claim its entire interest in the 5th Street Vacated Property ("Quit Claim") to Fore. The parties hereto agree that except as set forth herein, neither party shall be entitled to any financial consideration relating to this agreement.

Owner, by its acknowledgment and signature below, hereby agrees to be bound by this letter agreement and to comply with transferring ownership of the 5th Street Vacated Property promptly following the City's action to vacate such property to Owner and Fore.

Owner represents and warrants that it has the full right, power and authority to enter into and deliver this letter agreement and to consummate the transfer of ownership of the 5th Street Vacated Property in accordance herewith and to perform all covenants of Owner hereunder. Further, Owner represents and warrants that this letter agreement has been duly authorized by any and all requisite actions, corporate or otherwise, and this letter agreement has been duly and validly executed and delivered by and it constitutes a valid and binding agreement of Owner, enforceable against Owner in accordance with its terms.

Sincerely,

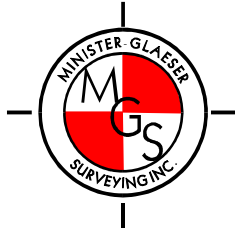
Jeff Sakamoto
Fore Property Company

ACKNOWLEDGED AND AGREED

PYF LLC/ Mill Plain Court Apartments

By: 

Larry D. Kelley
President



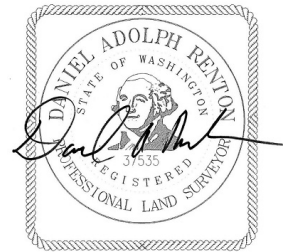
Minister & Glaeser Surveying, Inc.

Phone: 360-694-3313 Fax: 360-694-8410

03/16/18

March 16, 2018

EXHIBIT “___”



VARIABLE WIDTH PUBLIC UTILITY AND ACCESS EASEMENT

A portion of Lot 7, “Mill Plain Homestead Lots”, Volume “A” of Plats, Page 51 (A-51), in a portion of the Northeast quarter of Section 36, Township 2 North, Range 2 East, Willamette Meridian, City of Vancouver, Clark County, Washington, described as follows:

Commencing at the Northwest corner of the “Donald E. Eby and Florence R. Eby Trust” as described under Clark County Auditor’s File Number 3345245, recorded July 16, 2001 (said point also being on the South Right-of-Way line of Southeast 5th Street);

Thence North 01°35°27” East, for a distance of 16.00 feet to the centerline of said Southeast 5th Street and the TRUE POINT OF BEGINNING;

Thence continuing North 01°35°27” East, for a distance of 17.00 feet to the North Right-of-Way line of said Southeast 5th Street;

Thence South 88°45°36” East along said North Right-of-Way line, for a distance of 335.69 feet;

Thence North $46^{\circ}26'24''$ East, for a distance of 25.05 feet to the West Right-of-Way line of Southeast 166th Ave;

Thence South $01^{\circ}33'23''$ West, for a distance of 22.88 feet;

Thence South $10^{\circ}51'04''$ East, for a distance of 12.04 feet to the centerline of Southeast 5th Street;

Thence North $88^{\circ}45'36''$ West along said centerline, for a distance of 355.96 feet to the **TRUE POINT OF BEGINNING.**

Contains 6,178 square feet of land, more or less.

LEGEND:

PIN INDICATES PROPERTY IDENTIFICATION NUMBER

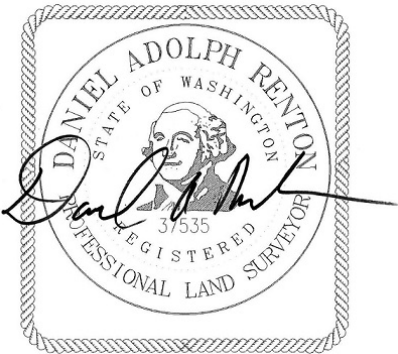
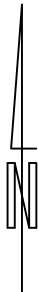
AFN INDICATES AUDITOR FILE NUMBER

T.P.O.B. INDICATES TRUE POINT OF BEGINNING

INDICATES BOUNDARY



SCALE 1 INCH = 50 FEET



03/16/18

TAX LOT 6
PIN: 115010000
"THE DONALD E. EBY AND FLORENCE R. EBY TRUST"
AFN: 3345245 (7-16-2001)

T.P.O.B.

POINT OF COMMENCEMENT

PUBLIC UTILITY AND ACCESS EASEMENT

N 01°35'27" E 17.00'

N 01°35'27" E 16.00'

S 88°45'36" E 335.69'

N 88°45'36" W 355.96'

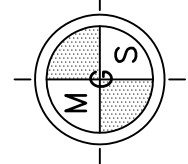
SE 5TH ST. (TO BE VACATED)

N 46°26'24" E 25.05'

S 01°33'23" W 22.88'

S 10°51'04" E 12.04'

SE 166TH AVE



PREPARED BY:
MINISTER-GLAESER
SURVEYING INC.
2200 E. EVERGREEN BLVD.
VANCOUVER, WA 98661
(360) 694-3313

EXHIBIT " " VARIABLE WIDTH PUBLIC UTILITY AND ACCESS EASEMENT

SCALE: 1"=50'
JOB NO. 17-301
DATE: 3-16-2018
DWG FILE: 17301EX1
DRAWN BY: PWR

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:

\$ 4,053,528.27 this 9th day of April 2018.

MAYOR

COUNCILMEMBER



AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
March 27 - April 2	Accounts Payable Checks (see attached)	\$ 3,982,783.07
March 27 - April 2	Visa Refunds (see attached)	\$ 3,154.17
March 27 - April 2	Payroll Checks (see attached)	\$ 67,591.03
TOTAL		\$ 4,053,528.27

INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount	Vendor Name	Description
119382	27-Mar-2018	1,493.83	HEALTH SMART BENEFITS SOLUTIONS INC	***WIRE*** WEEKLY CLAIMS INVOICE HEALTH SMART WEEK 4 OF MARCH
119383	27-Mar-2018	13,485.01	BANK OF AMERICA	***WIRE*** 06 2018 PAYROLL HSA
119384	27-Mar-2018	17,698.16	STATE OF OREGON	***WIRE*** 06 2018 PAYROLL TAXES; OREGON WITHHOLDING
119385	27-Mar-2018	605,604.96	STELLAR J CORP	***WIRE*** WATER STATION 1 - PHASE 1 - EST 15 - THRU 02/25/18
119386	29-Mar-2018	25,848.39	GALLAGHER BASSETT SERVICES INC	***WIRE*** WORKERS' COMP FUNDING / MESSAGE ID: 39898935
119387	30-Mar-2018	8,685.82	MARK BROWN	***WIRE*** 18MAR - MONTHLY INTERGOVERNMENTAL RELATIONS - CMO
119388	30-Mar-2018	667,434.76	STATE OF WASHINGTON	***WIRE*** 06 2018 PERS/LEOFF
119389	02-Apr-2018	3,957.97	INTERNAL REVENUE SERVICE	***WIRE*** 3 2018 PENSION TAXES
119390	02-Apr-2018	186,130.16	US BANK TRUST	***WIRE*** TAX REVENUES - TREASURY
119391	31-Mar-2018	3,913.83	ACTIVE NETWORK INC	***WIRE*** ACTIVENET FEES - 03/21/18-03/31/18 - TREASURY
589424	28-Mar-2018	413.00	A LINE ASPHALT MAINTENANCE INC	SUMMARY: MAINTENANCE RATED SWEEP - OP CENTER
589425	28-Mar-2018	18,961.32	ABM ON-SITE SERVICES WEST INC	ACCR17 - JOB 31062242 - CUST 6631793 - EXTRA JANITORIAL SERVICES - MULTIPLE CITY LOCATIONS - 10/01/17-12/31/17 - OP CENTER
589425	28-Mar-2018	57,389.92	ABM ON-SITE SERVICES WEST INC	JOB 31062242 - CUST 6631793 - MONTHLY JANITORIAL SERVICES - MULTIPLE CITY LOCATIONS - 18MAR - OP CENTER - RECEIPT 133539 BY P NEWTON PER E-MAIL
589426	28-Mar-2018	3,520.00	ACCENT BUSINESS SERVICES INC	ALI ZULFI - W/E 02/24/18 - INFO TECH - RECEIPT 133254 BY J SCHOESSLER PER E-MAIL
589427	28-Mar-2018	197.08	ADVAN-TECH LLC	REF BUS LIC
589428	28-Mar-2018	162.56	ADVANCE STORES CO INC	SUMMARY: PARTS FOR REPAIR AND MAINTENANCE - EQUIP SERVICES
589429	28-Mar-2018	2.98	AIRGAS NOR PAC INC	PAYER 2363679 - SHIP TO 2335879 - COMPRESSED GAS - 02/28/18 - FIRE STATION 5
589430	28-Mar-2018	4,100.00	ALPHA MEDIA INC	03/01/18-03/17/18 - ST PATRICKS DAY ADVERTISING - VPD
589431	28-Mar-2018	281.84	AMERICAN MEDICAL RESPONSE NORTHWEST INC	LARGE GLOVES - 4 CASES - FIRE
589432	28-Mar-2018	325.00	ANDREW JEFFERS DBA JEFFERS PHOTOGRAPHY	EDITING/PHOTO SHOOTING - SILVER AND GREY - 03/02/18 - PARKS
589433	28-Mar-2018	212.45	ARAMARK UNIFORM SERVICES INC	SUMMARY: MAT/TOWEL/COVERALL/UNIFORM CLEANING SERVICES
589434	28-Mar-2018	2,791.30	ARBORSCAPE LTD INC	03/01/18 - DIG HOLES FOR TREE PLANTING (103 EA) - MULTIPLE CITY LOCATIONS - OP CENTER
589434	28-Mar-2018	1,326.82	ARBORSCAPE LTD INC	03/01/18 - REMOVE 5 TREES/GRINDING/CLEAN-UP - CITY ARBORETUM/MCLUGHLIN BLVD - OP CENTER
589435	28-Mar-2018	124.50	Bannister, Elijah Allan J	TRAVEL
589436	28-Mar-2018	10,000.00	BICKMORE & ASSOCIATES INC	ACCR17 - ACTUARIAL CONSULTING SERVICES - THRU 12/31/17 - RISK
589437	28-Mar-2018	54.62	Bieber, Kady Lee	BOOT REIMBURSEMENT
589438	28-Mar-2018	6.64	BOUND TREE MEDICAL LLC	ACCT 109894 - ORDER 99643207 - MEDICAL SUPPLIES - FIRE
589439	28-Mar-2018	280.00	BRENDAN ADDIS & LORRAINE RAU	18FEB - WREC HABITAT/WATER MONITORING PROGRAM/CONGRESS - CITY - WREC
589439	28-Mar-2018	1,560.00	BRENDAN ADDIS & LORRAINE RAU	18FEB - WREC HABITAT/WATER MONITORING PROGRAM/CONGRESS - COUNTY - WREC
589440	28-Mar-2018	25.00	BRIAN MCVAY	REF OVERPMT PKG CIT 7200802381
589441	28-Mar-2018	2,361.00	BSK ASSOCIATES	SUMMARY: SAMPLE TESTING SERVICES -OP CENTER
589442	28-Mar-2018	149.00	BUENA VISTA ROOFING INC	REF CIVICGOV
589443	28-Mar-2018	75.00	CE JOHN	REF CIVICGOV
589444	28-Mar-2018	28,875.34	CENTENNIAL CONTRACTORS ENTERPRISES, INC.	PETLOCK BUILDING DEMO - EST 1 - THRU 02/27/18
589445	28-Mar-2018	40.00	CERTIFIED ENVIRONMENTAL	PROJ DD-1015 - ASBESTOS BULK SAMPLE ANALYSIS W/SAMPLES - 03/20/18 - ANDERSON - 14710 SE 28TH ST - CDBG REHAB

INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount	Vendor Name	Description
589446	28-Mar-2018	7,109.00	CFM STRATEGIC COMMUNICATIONS INC	PROFESSIONAL SERVICES/EXPENSE REIMBURSEMENT - THRU 02/28/18 - CMO - RECEIPT 133513 BY K PECK PER E-MAIL
589447	28-Mar-2018	406.50	CHAPPELLES TOWING INC	SUMMARY: TOWING SERVICES - VPD
589448	28-Mar-2018	20.00	CHILDS PLAY LEARNING CENTER	REF ALARMS
589449	28-Mar-2018	1,382.20	CITY OF BATTLE GROUND	GRANT 6020095 - STATEWIDE DUI - 18FEB - VPD - RECEIPT 133510 BY A CARMAN PER E-MAIL
589449	28-Mar-2018	1,330.23	CITY OF BATTLE GROUND	GRANT 6020095 - STATEWIDE DUI - 18JAN - VPD - RECEIPT 133510 BY A CARMAN PER E-MAIL
589450	28-Mar-2018	11.63	CITY OF PORTLAND	ACCT 504443 - TELECOMM SERVICES - 18FEB - VPD
589451	28-Mar-2018	20.00	CITY OF VANCOUVER	REG 21333 - 2018 ALARM RENEWAL - HOMELESS DAY CENTER - 2108 GRAND BLVD - OP CENTER
589451	28-Mar-2018	100.00	CITY OF VANCOUVER	REG 21333 - FALSE ALARM FEE - 03/22/18 @ 20:29:52 - HOMELESS DAY CENTER - 2108 GRAND BLVD - OP CENTER
589452	28-Mar-2018	35,030.00	CLARK COUNTY	CUST 1811 - CJC CONTRIBUTION - 18MAR - BUDGET
589452	28-Mar-2018	500.00	CLARK COUNTY	CUST 1813 - WSCJTC ADVANCE TRAF COLLISION INVESTIGATION TRNG - 01/8/18-01/19/18 - 5 EA - VPD
589452	28-Mar-2018	429.52	CLARK COUNTY	GRANT 620095 - STATEWIDE DUI - 18FEB - VPD - RECEIPT 133869 BY A CARMAN PER E-MAIL
589453	28-Mar-2018	1,500.00	CLARK COUNTY HISTORICAL MUSEUM	2018 SPONSORSHIP - FIRST THURSDAY SPEAKER SERIES - CMO
589454	28-Mar-2018	510.00	CLARK COUNTY TITLE CO	RECONVEYANCES FOR: DRAPER; COWAN; PETER
589455	28-Mar-2018	2,527.85	CLARK PUBLIC UTILITIES	ACCT 7203-458-0 - ELECTRIC BILL - 02/23/18-03/22/18 - VTC
589456	28-Mar-2018	807.82	CLARK REGIONAL EMERGENCY SERVICES AGENCY	GRANT 620095 - STATEWIDE DUI - 18FEB - VPD - RECEIPT 133867 BY A CARMAN PER E-MAIL
589457	28-Mar-2018	615.56	Coffee, Heather	POST-TRAVEL - WORKDAY TRAINING IN PLEASANTON, CA
589458	28-Mar-2018	6,000.00	COLLIERS INTL VALUATION & ADVISORY SERVICES LLC	SUMMARY: APPRAISAL SERVICES - FACILITIES
589459	28-Mar-2018	3,280.40	COLUMBIA CLAIMS SERVICE INC	FILE V118-987 - CLAIMS ADJUSTER SERVICES - THRU 02/26/18 - RISK
589460	28-Mar-2018	46.00	COLUMBIA VIEW APARTMENTS	REF CIVICGOV
589461	28-Mar-2018	4,758.66	COLUMBIA WEST ENGINEERING INC	WO 17159 - WATER STATION 1 - THRU 02/28/18 - CONSTRUCTION - RECEIPT 133825 BY L PETERSEN PER E-MAIL
589462	28-Mar-2018	501.45	COMCAST CABLE COMMUNICATIONS INC	SUMMARY: CABLE AND INTERNET SERVICES
589465				
589466	28-Mar-2018	363.94	COMMUNITY HOUSING RESOURCE CTR	PROJ 221200 - HOUSING REHAB LOAN PROGRAM - 18FEB - AFFORDABLE HOUSING FUND
589466	28-Mar-2018	623.30	COMMUNITY HOUSING RESOURCE CTR	PROJ 414747 - REHAB CLIENT ELIGIBILITY/LOAN PROCESSING - 18FEB - CDBG FUNDING
589467	28-Mar-2018	624.38	CORE & MAIN LP	ACCT 110866 - OPERATING SUPPLIES - OPS CENTER
589468	28-Mar-2018	159,176.38	CORP INC CONSTRUCTION	VANCOUVER FIRE DEPT REPLACEMENT FIRE STNS 1 & 2 - EST 19 - THRU 02/28/18
589469	28-Mar-2018	46.00	COSTCO WHOLESALE	REF CIVICGOV
589470	28-Mar-2018	286.00	COURIER NORTHWEST INC	18MAR - MONTHLY COURIER SERVICES - MEDIA SERVICES - RECEIPT 133263 BY C ALLEMANG PER E-MAIL
589471	28-Mar-2018	60.00	CRAIG MENDENHALL DBA AMERICAN SANICAN	01/29/18-02/25/18 - WEEKLY PUMPING SERVICES - CUSTOMER-OWNED UNIT - GREENWAY - OP CENTER - RECEIPT 133299 BY P NEWTON PER E-MAIL
589471	28-Mar-2018	60.00	CRAIG MENDENHALL DBA AMERICAN SANICAN	01/29/18-02/25/18 - WEEKLY PUMPING SERVICES - CUSTOMER-OWNED UNIT - STREETS - OP CENTER - RECEIPT 133299 BY P NEWTON PER E-MAIL
589472	28-Mar-2018	1,681.29	DATABAR INC	ORDER 45109 - #10 WINDOW ENVELOPES W/ INDICIA - UTILITIES
589473	28-Mar-2018	65.00	DAVID ICKERT	18MAR - PARKING STALL RENTAL - MEDIA SERVICES

INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount	Vendor Name	Description
589474	28-Mar-2018	1,266.42	DKS ASSOCIATES	PROJ 16117-003 - ASSET MANAGEMENT FRAMEWORK PILOT PROJECT - THRU 02/02/18 - TRANSPORTATION - RECEIPT 133470 BY MP ENG
589475	28-Mar-2018	124,350.85	DLT SOLUTIONS LLC	ORDER 4615789-R01 - CUST VAN02 - SUPP RENEWAL-OTHER - FORMS DEVELOPER-NAMED USER - 12/01/17-12/31/18 - INFO TECH - PO 88584/ RECEIPT 133376 BY S COOLEY PER E-MAIL
589476	28-Mar-2018	400.00	DONALD F HILDERBRANDT	REF TRANSEFERRABEL CONDO PERMIT
589477	28-Mar-2018	886.80	Dorszynski, Dale W (Weston)	LSAW ANNUAL CONFERENCE
589478	28-Mar-2018	3,733.68	EAGLE WEB PRESS	JOB 89793 - MESSENGER INSERTS/MAIL PROCESSING - 18MAR - MEDIA SERVICES
589479	28-Mar-2018	44.00	EAST FIRST STREET WATUMULL LLC	REF CIVICGOV
589480	28-Mar-2018	167.48	EMERALD SERVICES INC	ACCT C136500 - ANTIFREEZE SERVICES AND USED AND WASTE OIL FILTERS - EQUIP SERVICES
589481	28-Mar-2018	33.00	EP PROPERTIES	REF CIVICGOV
589482	28-Mar-2018	17,046.10	ESIX SPORTSWEAR INC	PORT & COMPANY UNIFORMS/PROTECTIVE CLOTHING - OP CENTER
589483	28-Mar-2018	7,356.41	FERGUSON ENTERPRISES INC	CUST 46835 - OPERATING SUPPLIES - WAREHOUSE
589484	28-Mar-2018	14,535.49	FIRE SYSTEMS WEST	SUMMARY: REPLACE AND REPAIR BACKFLOWS, WEEKLY DIESEL FIRE PUMP INSPECTION/TESTING, & INSTALL FORWARD FLOW VALVE ON RISER - OP CENTER
589485	28-Mar-2018	40.69	FRONTIER COMMUNICATIONS	ACCT 253-014-7406-041100-5 - 02/20/18-03/19/18 - FISHER WATER PUMP STATION - OPS CENTER
589486	28-Mar-2018	903.30	GENUINE PARTS COMPANY	CUST 7970 - 18FEB - PARTS FOR VEHICLE AND EQUIPMENT REPAIRS - EQUIP SERVICES
589486	28-Mar-2018	503.73	GENUINE PARTS COMPANY	CUST 7970 - 18MAR - PARTS FOR VEHICLE AND EQUIPMENT REPAIRS - EQUIP SERVICES
589487	28-Mar-2018	2,140.91	GEORGE ELEVATOR SERVICE LLC	18MAR - MONTHLY ELEVATOR MAINTENANCE - MULTIPLE CITY LOCATIONS - OP CENTER - RECEIPT 133438 BY P NEWTON PER E-MAIL
589488	28-Mar-2018	42,456.51	GEOTECHNICAL RESOURCES INC DBA GRI	PROJ W1226 - PAVEMENT EVALUATION - STREET REHABILITATION PROGRAM - THRU 01/31/18 - OP CENTER
589489	28-Mar-2018	28,513.23	GORDIAN GROUP	SUMMARY: JOB ORDER CONTRACTING PROGRAM CONSULTANT - PROCUREMENT
589490	28-Mar-2018	24.89	GORDON TRUCK CENTERS	CUST 96056 - 18FEB - PARTS FOR VEHICLE AND EQUIPMENT REPAIR - EQUIP SERVICES
589490	28-Mar-2018	42.77	GORDON TRUCK CENTERS	CUST 96056 - 18MAR - PARTS FOR VEHICLE AND EQUIPMENT REPAIR - EQUIP SERVICES
589491	28-Mar-2018	193.00	GREASE MONKEY	REF CIVICGOV
589492	28-Mar-2018	4,583.33	GREATER VANCOUVER CHAMBER OF	PROJ 2017 CDBG 414743 - SMALL BUSINESS ASSISTANCE PROGRAM - 18FEB - CDBG FUNDING
589493	28-Mar-2018	1,747.61	HALBERT CONSTRUCTION LLC	DISTINCTIVE LANDSCAPE - EST 1 - THRU 02/07/18
589494	28-Mar-2018	3,546.18	HARPER HOUF PETERSON RIGHELLIS INC	PROJ VAN-66 - PETERSON CHANNEL PHASE III - THRU 02/16/18 - MP ENG - RECEIPT 133599 BY L JONES PER E-MAIL
589495	28-Mar-2018	1,551.64	HD FOWLER CO	ORDER O5811236 - OPERATING SUPPLIES - OPS CENTER
589495	28-Mar-2018	1,767.79	HD FOWLER CO	ORDER O5831125 - OPERATING SUPPLIES - OPS CENTER
589496	28-Mar-2018	7,455.88	HERRERA ENVIRONMENTAL CONSULTANTS	PROJ 14-05818-003 - BURNT BRIDGE CREEK 2017 TREND ANALYSIS REPORT - THRU 02/23/18 - MP ENG - RECEIPT 133406 BY L JONES
589497	28-Mar-2018	150.00	HIGHLAND PARK APARTMENTS	REF ALARMS
589498	28-Mar-2018	500.00	IIK TRANSPORT INC	REF CIVICGOV
589499	28-Mar-2018	44.00	IMPAC	REF CIVICGOV
589500	28-Mar-2018	573.89	IRON MOUNTAIN SECURE SHREDDING	CUST 7121Y - ON-SITE DOCUMENT DESTRUCTION - 18FEB - VPD
589501	28-Mar-2018	901.01	IRON MOUNTAIN SECURE SHREDDING	CUST 24WNH - RECORDS STORAGE/RETRIEVAL - 01/24/18-03/31/18 - FINANCE

*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
589502	28-Mar-2018	1,626.00	JAMESTOWN NETWORKS	1GB LGN ACCESS - 18MAR - INFO TECH - RECEIPT 133640 BY J SCHOESSLER PER E-MAIL
589503	28-Mar-2018	2,500.00	JANE JACOBSEN	FUNDRAISING CONSULTANT - VANCOUVER WATERFRONT PROJECT - THRU 02/27/18 - PARKS
589504	28-Mar-2018	4,800.00	JCI JONES CHEMICALS INC	ORDER 551906 - CHLORINE 150 LB CYLINDERS - 15 EA - OP CENTER
589505	28-Mar-2018	89,434.00	JEFFREY BARRAR PS AKA VANCOUVER DEFENDERS	18APR PUBLIC DEFEND PRIMARY AND INVESTIGATOR - CMO
589506	28-Mar-2018	40.00	JESSE BATTY	REF OVERPMT PKG CIT 7200205993
589507	28-Mar-2018	462.00	JUDITH L BUFFORD	18FEB - WREC HABITAT/WATER MONITORING PROGRAM/CONGRESS - CITY - WREC
589507	28-Mar-2018	1,953.00	JUDITH L BUFFORD	18FEB - WREC HABITAT/WATER MONITORING PROGRAM/CONGRESS - COUNTY - WREC
589508	28-Mar-2018	5,800.00	KATHY SEABROOK	PARTIAL SETTLEMENT RE: KATHY SEABROOK - DOL: 09/28/17 - RISK
589509	28-Mar-2018	59.55	KELLY SERVICES INC	SCHMID, L - ORDER A2342 - W/E 03/18/18 - IT
589510	28-Mar-2018	20.00	KENJIS RAMEN & GRILL	REF CIVICGOV
589511	28-Mar-2018	46.00	KEO THAI WEST	REF CIVICGOV
589512	28-Mar-2018	21,532.00	KING LUMINAIRE CO INC	ORDER S-KUS-1712071 - OPERATING SUPPLIES - OPS CENTER
589513	28-Mar-2018	4,000.00	KRAMER GEHLEN & ASSOC	SUMMARY: ENGINEERING SERVICES - CDD
589514	28-Mar-2018	20.15	KRONOS INCORPORATED	CONTR 1208122 - 17NOV-18JAN - TELESTAFF IVR/VOXEO MONTHLY USAGE - INFO TECH
589515	28-Mar-2018	150.00	Laird-Garcia, Mindy H	BOOT REIMBURSEMENT
589516	28-Mar-2018	80.78	LANGLEYS TOWING	TOWING - '04 JEEP LIBERTY - LIC 991BLK WA - FROM 2801 SE COLUMBIA WAY TO VPD EVIDENCE - CASE 3021 - VPD
589517	28-Mar-2018	200.00	LEE NICHOLAS	02/25/18 - SUNDAY DANCE - MUSICAL ENTERTAINMENT - PARKS - RECEIPT 133891 BY A THOMPSON PER E-MAIL
589518	28-Mar-2018	44.00	LES SCHWAB	REF CIVICGOV
589519	28-Mar-2018	17,047.81	LIFE INSURANCE CO OF NORTH AMERICA	MARCH LIFE INSURANCE PREMIUMS
589519	28-Mar-2018	13,533.32	LIFE INSURANCE CO OF NORTH AMERICA	MARCH LTD INSURANCE PREMIUMS
589520	28-Mar-2018	3,196.19	LOOMIS ARMORED US LLC	ACCT 10038010/1700 - 18FEB - ARMORED CAR SERVICES - MULTIPLE CITY LOCATIONS - FINANCE - RECEIPT 133858 BY C ALLEMANG PER E-MAIL
589520	28-Mar-2018	3,280.52	LOOMIS ARMORED US LLC	ACCT 10038010/1700 - 18JAN - ARMORED CAR SERVICES - MULTIPLE CITY LOCATIONS - FINANCE - RECEIPT 133857 BY C ALLEMANG PER E-MAIL
589521	28-Mar-2018	20.00	M&M POWDER COATING LLC	REF ALARMS
589522	28-Mar-2018	17,940.11	MACKAY & SPOSITO INC	ACCR17 - PROJ 15661 - SE 1ST STREET-164TH AVE TO 192ND AVE PROJECT - THRU 11/25/17 - CONSTRUCTION
589523	28-Mar-2018	151.76	MARK IV ENTERPRISES DBA FOLIAGE SERVICES	CUST VANCO - LOCATION VANCOU - MONTHLY PLANT MAINTENANCE - 18MAR - CITY HALL - RECEIPT 133375 BY J MCGEE
589524	28-Mar-2018	325.00	MAROSI INVESTIGATIVE SERVICES LLC AKA FOWLER RISK LLC	ACCR17 - PROJECT: B ANDERSON - SURVEILLANCE - THRU 12/26/17 - RISK
589524	28-Mar-2018	1,000.00	MAROSI INVESTIGATIVE SERVICES LLC AKA FOWLER RISK LLC	ACCR17 - PROJECT: R DRINGENBERG - SURVEILLANCE - THRU 12/26/17 - RISK
589525	28-Mar-2018	6,152.78	MARQUAM GROUP LTD	2018 NINTEX SUPPORT RENEWAL - INFO TECH - RECEIPT 133628 BY J SCHOESSLER PER E-MAIL
589526	28-Mar-2018	22.90	Marshall, Heidi M	50+ PROGRAMS- SPECIAL EVENT SEMINAR IN PORTLAND, OR
589527	28-Mar-2018	22.06	MATHEA CLINE	REF ON STREET PK PERMIT COV07442
589528	28-Mar-2018	1,000.00	MESSAGE GEARS LLC	18MAR - USAGE FEE - INFO TECH
589529	28-Mar-2018	18,968.83	METEREADERS LLC	18FEB - MONTHLY METER READING SERVICES - UTILITIES - RECEIPT 133222 BY J JONES
589530	28-Mar-2018	520.32	METRO OVERHEAD DOOR INC	ACCT 59062 - JOB 105112 - DOOR REPAIR SERVICES - 02/20/18 - FIRE STN 2 NORRIS RD - OP CENTER

INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount	Vendor Name	Description
589531	28-Mar-2018	231.16	Michael, Chad S	REIMBURSEMENT FOR LOCAL MILEAGE
589532	28-Mar-2018	4,716.66	MISCELLANEOUS	SUMMARY: CITY UTILITIES REFUNDS, PARKS REFUNDS & OTHER MISC REFUNDS
589552				
589553	28-Mar-2018	148.11	MUNNELL AND SHERRILL INC	CUST 3363 - DOC 996910 - SHOP SUPPLIES - EQUIP SERVICES
589554	28-Mar-2018	1,875.24	MURRAYSMITH INC	PROJ 17-2016 - BERNIE DR PRV REPLACEMENT - THRU 01/31/18 - MP ENG - RECEIPT 133597 BY MP ENG
589554	28-Mar-2018	11,905.85	MURRAYSMITH INC	PROJ 17-2134 - 63RD STREET PUMP STATION REPLACEMENT - THRU 01/31/18 - MP ENG - RECEIPT 133487 BY N KERFOOT
589555	28-Mar-2018	837.80	NET TRANSCRIPTS	CUST 20-VANCOUVERPD - TRANSCRIPTION SERVICES - 02/20/18-02/28/18 - VPD - RECEIPT 133879 BY A CARMAN PER E-MAIL
589556	28-Mar-2018	308.42	Netherda, Dale E	TRAVEL
589557	28-Mar-2018	375.00	NEW DAY MAINTENANCE LLC	CONSULTATION SERVICES - EVALUATE OAK TREE - SONIC TOMOGRAPHY - OAKBROOK PARK - THRU 02/27/18 - URBAN FORESTRY
589558	28-Mar-2018	7,650.00	NICHOLAS MINZGHOR DBA AST ACTIVE SHOOTING TRAINING LLC	03/19/18-03/21/18 - A T R TRAINING COURSE - 18 STUDENTS - VPD
589559	28-Mar-2018	139.52	Nigrey, Michael P	ATTEND SMALL CELL TRAINING-TACOMA
589560	28-Mar-2018	66.00	NORTHWEST FUNDING GROUP INC	REF CIVICGOV
589561	28-Mar-2018	8,858.62	NORTHWEST STAFFING RESOURCES	CITY WIDE TEMPORARY SERVICES - W/E 03/11/18
589561	28-Mar-2018	9,745.56	NORTHWEST STAFFING RESOURCES	CITY WIDE TEMPORARY SERVICES - W/E 03/18/18
589562	28-Mar-2018	103.75	NORTHWEST TESTING INC	18FEB - SPECIAL INSPECTION/MATERIALS TESTING - PROJ 033090 - WATERFRONT PARK-GRANT ST PIER - CONSTRUCTION - RECEIPT 133731 BY L PETERSEN PER E-MAIL
589563	28-Mar-2018	25.50	NW NATURAL	ACCT #2620143-4 - GAS USAGE 02/20/18-03/21/18 - ENGLISH PIT
589564	28-Mar-2018	1,973.25	OBEC CONSULTING ENGINEERS INC	JOB 0503-0013.00 - SEISMIC IMPROVEMENTS-WATER TOWERS - THRU 01/31/18 - MP ENG - RECEIPT 133598 BY L JONES
589565	28-Mar-2018	1,016.50	ONE CALL CONCEPTS INC	ACCT 19-0000085 - DIST VAN01 - EXCAVATION NOTIFICATIONS - 18FEB - OP CENTER
589565	28-Mar-2018	233.26	ONE CALL CONCEPTS INC	ACCT 19-0000085 - DIST VAN04 - EXCAVATION NOTIFICATIONS - 18FEB - OP CENTER/TRAFFIC
589566	28-Mar-2018	424.61	ORION MEDICAL SUPPLY INC	EMT MEDICAL SUPPLIES - FIRE
589567	28-Mar-2018	622.86	PACIFIC FURNISHINGS	ORDER 13708 - RECEIVE/DELIVERY/INSTALLATION SERVICES - HERMAN MILLER CHAIR - 1 EA - THRU 02/27/18 - VPD/HQ - PROPERTY SERVICES
589568	28-Mar-2018	19,498.66	PACIFIC GROUNDWATER GROUP	JOB JZ1704 - WATER LEVEL STUDY - THRU 01/31/18 - MP ENG - RECEIPT 133407 BY L JONES
589569	28-Mar-2018	436.63	PACIFIC POWER GROUP LLC	REPAIR ORDER 460600-000 - GENERATOR SERVICE CALL - MODEL D125P1 - SER OLY00000VNTA01544 - FIRE STN 7 - THRU 02/27/18 - OP CENTER
589570	28-Mar-2018	26.64	PAUL TAVERA	REF PKG PERMIT COV07533
589571	28-Mar-2018	106.92	PETTY CASH CUSTODIAN	SUMMARY: PETTY CASH REPLENISHMENTS
589572				
589573	28-Mar-2018	4,392.67	PITNEY BOWES INC	ACCT 0016498801 - SOFTWARE SERVICE AGREEMENT - ORDER 0002481765 - 1 EA - UTILITIES
589574	28-Mar-2018	5,045.00	PITNEY BOWES INC DBA PURCHASE POWER	ACCT 8000-9090-0488-3695 - POSTAGE REFILL - STATE CONTRACT #2713 - THRU 03/18/18 - UTILITIES
589575	28-Mar-2018	371.56	PORT OF VANCOUVER	CHECK #060919 OVER AMT OWED
589576	28-Mar-2018	2,499.99	PORTLAND MECHANICAL CONSTRUCTION INC	ACCR17 - REPLACE 2" SWING CHECK - ESTHER SHORT BUILDING - 505 W 8TH ST - 12/27/17 - OP CENTER - PO 89562/ RECEIPT 133558 BY P NEWTON PER E-MAIL

INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount	Vendor Name	Description
589577	28-Mar-2018	17,784.14	PPC SOLUTIONS INC	SUMMARY: SECURITY SERVICES THROUGHOUT THE CITY
589578	28-Mar-2018	55.10	PRAIRIE ELECTRIC INC	PERMIT WITHDRAWN
589579	28-Mar-2018	364.58	PROFESSIONAL CREDIT SERVICE	SUMMARY: MULTIPLE REFUNDS
589580	28-Mar-2018	2,393.08	PROFESSIONAL SERVICE INDUSTRIES	CUST 1104830 - PROJ 07021966 - VANC WATERFRONT PARK - 18FEB - CONSTRUCTION
589581	28-Mar-2018	790.00	PWL PARTNERSHIP LANDSCAPE ARCHITECTS INC	PROJ 17095-WATERFRONT PARK INTERPRETIVE SIGNAGE/PARK SIGNAGE - THRU 02/23/18 - PARKS - RECEIPT 133547 BY C VOGELZANG PER E-MAIL
589582	28-Mar-2018	162.57	QWEST CORP DBA CENTURY LINK	ACCOUNT # 360-694-1686 238B - 03/04/18-04/04/18 - CURRENT CHARGES - IT
589583	28-Mar-2018	964.17	QWEST CORP DBA CENTURY LINK	ACCOUNT # 83755295 - 02/11/18-03/11/18 - CURRENT CHARGES - IT
589584	28-Mar-2018	1,068.00	R & M PLANT PROCUREMENT	12 THUJA PLICATA TREES - WREC
589585	28-Mar-2018	451.10	RB RECYCLING	RECYCLING PASSENGER TIRES - 3.47 TIRES - THRU 03/02/18 - EQUIP SERVICES
589586	28-Mar-2018	33.00	RELAXED MEETING ROOM	REF CIVICGOV
589587	28-Mar-2018	265.58	RENTOKIL NORTH AMERICA INC	SUMMARY: MONTHLY PEST CONTROL MAINTENANCE
589588	28-Mar-2018	3,393.08	RETAIL LOCKBOX INC	EPAY AND SUSPENSE - TRANSACTION FEES - THRU 02/28/18 - TREASURY
589589	28-Mar-2018	1,951.20	REXEL INC	CUST 867424 - OPERATING SUPPLIES - OPS CENTER
589590	28-Mar-2018	8,025.00	RICHARD WHITEHEAD & ASSOCIATES LLC	WEEK 3 - INTERNAL AFFAIRS BASIC/ADVANCED TRAINING - 03/05/18-03/09/18 - VPD
589591	28-Mar-2018	92.14	RIVERSIDE CONTAINERS LLC	JOB INTERNET - RENTAL - 20' STEEL CONTAINER - 18MAR - CONSTRUCTION - RECEIPT 133370 BY L PETERSEN PER E-MAIL
589592	28-Mar-2018	20.00	ROBERT SANDERS	REF ALARMS
589593	28-Mar-2018	628.00	ROTSCHY INC	CLIENT 59 - ASPHALT IN, VAC TRUCK DUMP, CONCRETE IN - OPS CENTER
589593	28-Mar-2018	456.00	ROTSCHY INC	CLIENT 59 - VAC TRUCK DUMP, FILL CLASS S, CONCRETE IN - OPS CENTER
589593	28-Mar-2018	50,525.38	ROTSCHY INC	WATER STATION 14-ON SITE CHLORINATION SYSTEM - EST 2 - THRU 03/15/18
589593	28-Mar-2018	405,037.01	ROTSCHY INC	WFP - GRANT ST PIER - EST 20 - THRU 03/10/18
589594	28-Mar-2018	93,536.04	S&B INC	ORDER 24704 - 2017 SEWER SCADA SYSTEM/MTU UPGRADES - 50-70% - THRU 02/28/18 - MP ENG - RECEIPT 133486 BY N KERFOOT PER E-MAIL
589595	28-Mar-2018	14,224.30	SEQUENCE GRAPHICS LLC	ADVERTISING SALES COMMISSION FOR SENIOR FINDER/MAGAZINE PRINTING - 18MAR - MEDIA SERVICES - RECEIPT 133571 BY T LOONEY
589595	28-Mar-2018	7,739.00	SEQUENCE GRAPHICS LLC	ADVERTISING SALES COMMISSION FOR SR MESSENGER - 18MAR - MEDIA SERVICES - RECEIPT 133572 BY T LOONEY
589596	28-Mar-2018	165.69	SERVICEMASTER OF VANCOUVER	02/10/18 - BIO-HAZARD CLEAN-UP - TRAFFIC FATALITY AT 136TH & 7TH ST - OP CENTER - PO 89723/ RECEIPT 133860 BY P NEWTON PER E-MAIL
589596	28-Mar-2018	295.09	SERVICEMASTER OF VANCOUVER	02/13/18-02/14/18 - BIO-HAZARD CLEAN-UP - HOMELESS CAMP AT 14TH & LINCOLN - OP CENTER - PO 89723/ RECEIPT 133859 BY P NEWTON PER E-MAIL
589597	28-Mar-2018	13,323.00	SHARE INC	18FEB - SHARE HOUSE - SOLID WASTE SERVICE/SUPPLIES - SOLID WASTE
589597	28-Mar-2018	14,940.42	SHARE INC	PROJ 411004 - DAY CENTER STAFFING - 18FEB - CDBG FUNDING
589597	28-Mar-2018	338.12	SHARE INC	PROJ 414735 - SHARE OUTREACH - 18FEB - CDBG FUNDING
589597	28-Mar-2018	5,004.06	SHARE INC	PROJ 414738 - ASPIRE HOUSING SERVICES - 18FEB - CDBG FUNDING
589597	28-Mar-2018	8,691.42	SHARE INC	PROJ 601705 - ASPIRE RENT ASSIST TBRA - 18FEB - HOME FUNDING
589598	28-Mar-2018	200.00	SHELDON WONG	03/04/18 - SUNDAY DANCE - MUSICAL ENTERTAINMENT - PARKS
589599	28-Mar-2018	114,937.16	SIERRA-CEDAR INC	SUMMARY: HANSEN UTILITY BILLING SUPPORT & WORKDAY IMPLEMENTATION SERVICES - INFO TECH
589600	28-Mar-2018	2,294.61	SIX DEGREES INC	ELECTRONIC EQUIPMENT - INFO TECH - RECEIPT 133349 BY S COOLEY PER E-MAIL
589601	28-Mar-2018	44.00	SMILES DENTAL	REF CIVICGOV
589602	28-Mar-2018	340.69	SOFTWARE HOUSE INTERNATIONAL SHI	CUST 1072078 - SO S47180603 - ACROBAT PROFESSIONAL V2017 NEW LICENSE - 1 EA - AGREEMENT 4600014240 - IT

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589603	28-Mar-2018	994.00	SOUTHWEST OFFICIALS SERVICES INC	02/11/18-02/25/18 - ADULT BASKETBALL OFFICIATING FEES - PARKS
589604	28-Mar-2018	27,602.98	SPECIALTY CONTROLS INC	OPERATING SUPPLIES FOR WATER DEPT - OPS CENTER
589605	28-Mar-2018	69.00	STARBUCKS	REF CIVICGOV
589606	28-Mar-2018	354.54	STATE OF WASHINGTON	CONTR K10225-3 - OVERTIME BILLING - T CONROY/M DEVOUS/M SHOTWELL - 18JAN - VPD
589607	28-Mar-2018	150.00	STEWART TITLE	RECONVEYANCE FOR : TAYLOR
589608	28-Mar-2018	69.00	STONER ELECTRIC	REF CIVICGOV
589609	28-Mar-2018	72.00	SUBARU	REF CIVICGOV
589610	28-Mar-2018	1,615.70	SUNBELT CONTROLS INC	UPDATE DDC CONTROLS AT VPD/EAST PRECINCT - RETAINAGE RELEASE
589611	28-Mar-2018	2,558.24	SUPERTREES INCORPORATED	VARIOUS PLANTS - 18MAR - WREC
589612	28-Mar-2018	496,779.81	TAPANI UNDERGROUND INC	WATERFRONT PARK TRAIL - EST 10 - THRU 02/28/18
589613	28-Mar-2018	44.00	TARGET	REF CIVICGOV
589614	28-Mar-2018	12,260.00	TEKSYSTEMS	SUMMARY: TEMPORARY STAFFING SERVICES - INFO TECH
589615	28-Mar-2018	203.00	TEXECO EXPRESS LUBE	REF CIVICGOV
589616	28-Mar-2018	33.00	THE RAVEN GROUP	REF CIVICGOV
589617	28-Mar-2018	1,040.00	TOWER ROCK PRODUCTS INC	SUMMARY: BRUSH RECYCLING - WAREHOUSE
589618	28-Mar-2018	92.14	TOWING & RECOVERY SERVICES INC	TOWING - '07 TOYOTA YARIS - LIC BCC5302 WA - FROM VPD HQ TO CITY SHOPS/OPS CENTER - VPD
589619	28-Mar-2018	231.54	TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	ACCT 230397 - DATABASE SEARCH FEES - 18FEB - VPD
589620	28-Mar-2018	72.00	TRIO POINTE	REF CIVICGOV
589621	28-Mar-2018	107.53	Turlay, William E (Bill)	POST TRAVEL - NLC, MARCH 2018
589621	28-Mar-2018	211.75	Turlay, William E (Bill)	POST TRAVEL-2018 WORKFORCE SUMMIT
589622	28-Mar-2018	58,906.69	TV ETC ESD 112	PEG CAPITAL SUPPORT GRANT - 17SEP-18FEB - MEDIA SERVICES - RECEIPT 133849 BY K PECK
589623	28-Mar-2018	87.13	UNITED PARCEL SERVICE	18MAR - SHIPPER #8E9480 - SHIPPING CHARGES - MAIL ROOM
589624	28-Mar-2018	134.37	UNITED PARCEL SERVICE	18MAR - SHIPPER #856018 - SHIPPING CHARGES - OPS CENTER
589625	28-Mar-2018	13,565.46	UNITED STATES POSTAL SERVICE	SUMMARY: POSTAGE
589627				
589628	28-Mar-2018	1,084.00	US WATER SERVICES INC	SUMMARY: MONTHLY CHILLER/BOILER CHEM TESTING - OP CTR
589629	28-Mar-2018	10,715.00	VANCOUVER DOWNTOWN ASSOCIATION	2018 QTR 1 - VANCOUVER DOWNTOWN ASSOCIATION SUPPORT - CMO
589630	28-Mar-2018	701.98	VERIZON WIRELESS SERVICES LLC	ACCT 772562790-00001 - CELL PHONES MONTHLY FEE 02/11/18-03/10/18 - FACILITIES
589630	28-Mar-2018	30.04	VERIZON WIRELESS SERVICES LLC	ACCT 772562790-00002 - GO CAMERAS 02/11/18-03/10/18 - FACILITIES
589631	28-Mar-2018	3,271.88	W TODD PASCOE PLLC	2018 CONTRACTURAL SERVICES - 18FEB - CMO
589631	28-Mar-2018	3,271.88	W TODD PASCOE PLLC	2018 CONTRACTURAL SERVICES - 18MAR - CMO
589632	28-Mar-2018	500.00	WA STATE PATROL	ACCR17 - ACCT VAN311 - MONTHLY BACKGROUND CHECKS - 17DEC - LAW
589632	28-Mar-2018	350.00	WA STATE PATROL	ACCT VAN311 - MONTHLY BACKGROUND CHECKS - 18JAN - LAW
589633	28-Mar-2018	75.00	WALASH AND COMPANY LANDSCAPE MA	REF OVERPMT PKG CIT #7200802242 & # 7200802241
589634	28-Mar-2018	19,302.48	WALLIS ENGINEERING PLLC	18FEB - PROJ VAN15ES:01 - 2018 VANCOUVER CURB RAMPS - THRU 02/28/18 - OP CENTER - PO 89658/ RECEIPT 133775 BY P NEWTON PER E-MAIL
589635	28-Mar-2018	5,532.35	WALTER E NELSON CO	SUMMARY: JANITORIAL SUPPLIES - FIRE & OP CENTER
589636	28-Mar-2018	920.47	WAPITI NW LLC	2018 ANNUAL SERVICE AND INSPECTION - 1968 STREETS PORT-A-POTTY TRAILER - LIC D12037 - UNIT 514 - EQUIP SERVICES
589636	28-Mar-2018	1,664.51	WAPITI NW LLC	2018 ANNUAL SERVICE AND INSPECTION - 2012 VORTEQ ATTENUATOR TRAILER - LIC 55236D - UNIT 5082 - EQUIP SERVICES
589637	28-Mar-2018	190.00	WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION	ACCT 20605-001 - TRAINING - S CRANE/K GREENLEAF - 02/02/18 - VPD - RECEIPT 133479

*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
589638	28-Mar-2018	243.80	WASHINGTON STATE DEPT OF TRANSPORTATION	ACCR17 - PROJ/WO JD15840L/JD1584 - INSPECTION SERVICES - 17NOV - OP CENTER
589640	28-Mar-2018	18.39	WATERSHED ALLIANCE	REF PKG PERMIT COV07245
589641	28-Mar-2018	36,547.83	WILCOX & FLEGEL	SUMMARY: FUEL - EQUIP SERVICES
589642	28-Mar-2018	100.00	WILDWOOD NEIGHBORHOOD ASSOCIATION	2018 PARTICIPATION IN THE RESOURCE CONSERVATION CHALLENGE - SOLID WASTE
589643	28-Mar-2018	19,474.60	WILLIAMS KASTNER & GIBBS PLLC	CLIENT 32569 - MATTER 0101 - LEGAL SERVICES - 01/02/18-01/31/18 - INVOKE VMC 3.05.200(2) - RISK
589644	28-Mar-2018	562.14	Williams, Allison Rae	WORKDAY FINANCIAL FUNDAMENTALS TRAINING - POST TRAVEL
589645	28-Mar-2018	3,189.37	WIRE WORKS LLC	FREIGHT/ADDL ITEMS RECEIVED - 02/28/18 - EQUIP SERVICES
589645	28-Mar-2018	4,736.06	WIRE WORKS LLC	LABOR/SUPPLIES TO INSTALL 911 CIRCUITS POWER DISTRIBUTION PANELS FOR VPD - UNIT 2282 - VIN ENDING IN 15729 - PLATE 66015D - EQUIP SERVICES
589645	28-Mar-2018	4,736.06	WIRE WORKS LLC	LABOR/SUPPLIES TO INSTALL 911 CIRCUITS POWER DISTRIBUTION PANELS FOR VPD - UNIT 2286 - VIN ENDING IN 15730 - PLATE 66006D - EQUIP SERVICES
589646	28-Mar-2018	20.00	WOODFEATHERS INC	REF ALARMS
589647	28-Mar-2018	76.91	XPO ENTERPRISE SERVICES INC	WEEKLY POSTAGE SERVICES - THRU 02/24/18 - FINANCE/MAILROOM
589648	28-Mar-2018	850.00	YAKIMA COUNTY	2018 INTERLOCAL AGREEMENT FOR TECHNOLOGY SERVICES - 18FEB - INFO TECH
589649	28-Mar-2018	3,254.03	YWCA OF CLARK COUNTY	DV ARREST GRANT 620050 - DOMESTIC VIOLENCE ARREST GRANT - 18FEB - VPD
589649	28-Mar-2018	3,811.75	YWCA OF CLARK COUNTY	DV ARREST GRANT 620050 - DOMESTIC VIOLENCE ARREST GRANT - 18JAN - VPD
589650	28-Mar-2018	30.00	ZACHARY STOUMBOS	REF OVERPMT PKG CIT 7200503413
589651	28-Mar-2018	33.00	ZIEGLER COMPANIES	REF CIVICGOV
589652	28-Mar-2018	2,308.92	ZUMAR INDUSTRIES INC	CUST 000721 - JOB 201295 - OPERATING SUPPLIES - OPS CENTER
20001422	02-Apr-2018	2,987.23	CITY OF VANCOUVER	SUMMARY: INFOR CITY PAYMENTS
	SUBTOTAL	3,982,783.07		
VISA	03-Apr-2018	1,070.03	MISCELLANEOUS	PARKS CLASS REFUNDS - FCC 03/26/18 - 04/02/18
VISA	03-Apr-2018	1,824.14	MISCELLANEOUS	PARKS CLASS REFUNDS - MCC 03/26/18 - 04/02/18
VISA	02-Apr-2018	-	MISCELLANEOUS	PARKS CLASS REFUNDS - SPECIAL EVENTS 03/26/18 - 04/02/18
VISA	03-Apr-2018	110.00	MISCELLANEOUS	PARKS CLASS REFUNDS - VTC 03/26/18 - 04/02/18
VISA	03-Apr-2018	150.00	MISCELLANEOUS	PARKS CLASS REFUNDS - WREC 03/26/18 - 04/02/18
	SUBTOTAL	3,154.17		
	TOTAL	3,985,937.24		

**City of Vancouver
Payroll Council Report
March 27, 2018 - April 2, 2018**

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\$ 67,591.03