

Commission on Aging

2018
ANNUAL REPORT

TRANSPORTATION FOCUS | RECOMMENDATIONS



CLARK COUNTY
COMMISSION
on
AGING

Commission on Aging

- Created in 2012 to manage and carry out the **Aging Readiness Plan**
- Diagram to the right illustrates our work



Focus Areas

Housing 2016



Supportive Services 2017



Transportation 2018



Healthy Communities 2019



2018 Transportation Focus

1. Framing transportation issues for aging in place
2. Public Transit: C-TRAN
3. Community Transportation
4. Mobility as a service
5. Senior drivers and safety
6. Walking and biking
7. Community design
8. Planning for mobility needs
9. Emerging technologies



Mobility, or “the ability to move around effectively and safely in the environment”, is a key component of healthy aging.



2018 Major findings on transportation

1. Driving will remain an important transportation mode.
2. Walking is the second most important travel mode for older adults.
3. Not all neighborhoods are served by, or easily connected to, public transit.



Walk to transit stop



2018 Major Findings on Transportation

4. Community transportation providers have limited resources to meet growing demand.
5. Technology, like mobility-as-a-service and driverless vehicles, could disrupt the transportation system that we know.
6. It is hard for most of us to travel between our homes and services without a car.



Recommendations



Transportation Recommendations

Ensure **new** development is **pedestrian and bicycle friendly and accessible.**



Recommendations

Improve
existing
neighborhood
connections to
services/
destinations.



Recommendations

Seek diverse funding sources for safe pedestrian and bicycle networks.



Recommendations

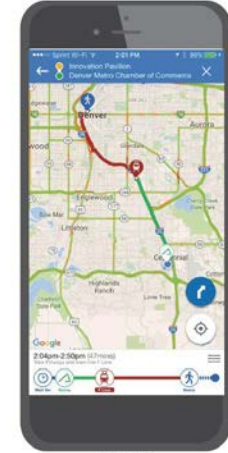
Address and promote
new transportation
technologies.



iPhone



iPhone



iPhone



Recommendations

Support **current mobility needs** outlined in the 2018 Human Services Transportation Plan.



Recommendations

Make sure long-range land use and zoning codes provide a mix of housing, transportation, and services accessible to those who do not drive.



Aging in Place Summit

FUTURE OF TRANSPORTATION



REALITIES AND POSSIBILITIES

FEB 21, 2019 / CLARK COLLEGE GAISER STUDENT CENTER

Keynote speakers: Jana Lynott, AARP and Roger Millar, Washington Secretary of Transportation



Thank you!

Discussion





Staff Report 042-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/8/2019

SUBJECT Award Bid #19-01 Water Station 1 Phase 2 Reservoir and Security Upgrades

Key Points

- Water Station 1 is essential to the City's water system in providing safe clean drinking water.
- This project is Phase 2 of three projects per an approved facility master plan which will:
 - Replace aging facilities to ensure reliability, increase resiliency, and meet current standards.
 - Increase capacity to meet current and future water needs.
 - Increase security of the site and improve protection for this vital water resource.
- Three bids were received and Rotschy Inc. has been determined to be the lowest responsive and responsible bidder.
- Award of bid allows the City to move forward with the Phase 2 construction.

Rotschy Inc. is anticipating exceeding the City's apprenticeship utilization goal of 8%, which is consistent with the City's current policy.

Strategic Plan Alignment

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

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

Action 1.2.1 of the 2016 - 2021 Strategic Plan. Objective 1.2 is 'Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained' and Action 1.2.1 is to 'Build a new, state-of-the-art water facility at Water Station 1'.

Present Situation

Water Station 1 is a 24.5 acre site, owned by the Water Utility, located on the southeast corner of East Fort Vancouver and Fourth Plain Boulevard. The Water Station 1 site has been used for water production since the late 1800's and is currently the City's most prolific water production facility with a well pumping capacity of 34 million gallons per day. Water Station 1 currently operates every day around the clock to produce safe clean drinking water for the City's water service area, which spans beyond the City of Vancouver city limits.

The primary purpose of Water Station 1 has been and will continue to be the production of potable water, although portions of the site are open to community recreation. The site is the backbone of the City's water supply system. In order to maintain this essential resource the improvements proposed for the Water Station 1 project are to; 1) replace aging facilities to ensure reliability, 2) increase capacity and delivery capabilities necessary to meet future water needs, and 3) increase security of the site and improve protection for this vital water resource.

The Water Station 1 project includes three phases, with Phase 1 recently completed. The Phase 1 improvements provided; site wide electrical upgrades with backup power, control system upgrades including a new onsite fiber optic network, a new booster pump station, and operations facilities to support emergency operation as a back up to the City's primary water control center. Phase 2 improvements include; two 4.0 million gallon concrete ground level reservoirs and a 1.0 million gallon steel standpipe to replace the existing early 1900's water storage with a total of 9.0 million gallons of seismic resilient water storage; site security improvements including a hi-security steel fence separating the water facilities from the pedestrian pathways, additional surveillance cameras and intrusion alarms; improved site lighting with LED fixtures along pathways to match the historic look of the existing fixtures, rerouting of bike and pedestrian paths to maintain circulation through the site; and modifications to maintenance and access roads. A final Phase 3 will take place after Phase 2 to replace three older wells.

The design work to develop bid-ready plans and specifications has been completed and the City advertised the project for bids on February 14, 2019. If the contract is awarded, construction is anticipated to start in May 2019. Contract documents require construction be complete by October 1, 2021.

On March 26, 2019, the City received three bids for the subject project. The bids ranged between \$20,501,041.60 and \$23,744,613.50 the low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Rotschy Inc., Vancouver, Washington	\$20,501,041.60
Ward-Henshaw Construction Co. Inc., Canby, Oregon	\$22,425,792.00
Emery & Sons Construction Group LLC, Salem, Oregon	\$23,744,613.50
Engineers' Estimate	\$22,800,000.00

Rotschy Inc. of Vancouver Washington has completed projects of similar size and scope in the past and have met the required supplemental responsible bidder criteria for the project.

Rotschy Inc. acknowledges the City's desire for Apprenticeship Utilization on this project and is anticipating exceeding the 8% goal. An estimated breakdown of Rotschy's Apprenticeship Utilization goals planned for this project has been attached to this staff report.

Advantage(s)

1. Provides seismically resilient water storage replacing aging facilities.
2. Provides additional storage to meet the city's current and future water demands.
3. Provides security improvements at the site.
4. Provides improved pedestrian circulation and pathways around fenced water facilities.

Disadvantage(s)

Construction activities will occur Monday through Friday between the hours of 7:00 a.m. and 8:00 p.m. for the duration of the project and may inconvenience neighbors bordering the site and pedestrians that travel through the site. Plans are in place to mitigate disturbances to neighbors and to reroute pedestrian traffic around construction areas.

Budget Impact

The funds for this project are budgeted in the Water Fund, 2019-2020 Capital Budget.

Prior Council Review

Approved in the 2019 - 2020 Water Capital Improvement Budget.

Consultant contract approval by Council for design November 14, 2016. Project update workshop with Council February 25, 2019.

Action Requested

Authorize the City Manager or designee to sign agreements to award a construction contract for the Water Station 1 Phase 2 project to the lowest responsive and responsible bidder, Rotschy Inc. of Vancouver, Washington at their bid price of \$20,501,041.60, which includes Washington State sales tax.

Michelle Henry, Senior Civil Engineer, 487-7155; Tyler Clary, Water Engineering Program Manager, 487-7169

ATTACHMENTS:

- ▣ Unexecuted Contract as PDF
- ▣ apprenticeship utilization plan

CITY OF VANCOUVER

CONTRACT # _____

ITB #19-01: Water Station 1 Phase 2

THIS CONTRACT, effective this ____ day of _____, 2019, is entered into by and between Rotschy, Inc., 9210 NE 62nd Ave, Vancouver, WA 98665, hereinafter referred to as the Contractor, and the City of Vancouver, a municipal corporation of the State of Washington, hereinafter referred to as the Owner.

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

The completed Work will provide the Owner with two new 4-million gallon pre-stressed post tensioned concrete reservoirs, a new 1-million gallon welded steel standpipe, and improved site security and access. The project replaces two existing concrete water reservoirs and an elevated steel water tower, and includes; demolition, earthwork, utility relocations, large diameter water pipelines, drainage systems, roadways, paved pedestrian paths, tree removal, landscaping, site lighting, heavy duty security fencing, security cameras, decorative features, and other construction activities, all in accordance with the Contract Documents. All construction activities are to be accomplished in a way that allows the City to maintain operation of the critical water supply facility throughout construction.

The project Work required to relocate public utilities co-located on the site shall commence immediately after given Notice to Proceed. Coordination with CenturyLink and the project Work related to supporting CenturyLink in raising the existing utility vault shall be performed prior to May 15th, 2019.

All Work shall be physically complete by October 1, 2021.

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

2. **E-Verify Program:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this 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:
 - i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - iv. An electrical contractor license, if required by Chapter 19.28 RCW;
 - v. An elevator contractor license, if required by Chapter 70.87 RCW.
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, which amount does includes 8.4% Washington State Sales Tax (if applicable):

\$20,501,041.60

Twenty Million, Five Hundred One Thousand Forty One Dollars 60/100

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

5. **Contractor's Insurance:** The Contractor agrees to procure insurance coverage as required by Article 6 of the Standard General Conditions and as modified by the Supplemental Conditions.
6. **Contractor's Bond:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Contract Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price executed by itself as principal and by a surety company authorized to do business in the State of Washington as surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.
7. **Employment of Labor:** The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by law.
8. **Payment of Labor:** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the Bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is **March 19, 2019**.

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

9. **Payment to the Contractor:** Payment to the Contractor of the Contract price by the Owner shall be made in checks drawn on the fund provided therefore. Payment shall be

in the manner provided below and as defined in Article 15 of the Standard General Conditions and as modified in the Supplementary Conditions.

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

Payment of the retained percentage shall be withheld, by the owner, for a period of 45 days following the completion of all Contract work, as defined in the Standard General Conditions, Article 15, and shall be paid the Contractor at the expiration of 60 days per Chapter 39.12 RCW and Chapter 60.28 RCW, in the event no claims, as provided by law, have been filed against such funds; and provided further, that releases or certificates have been obtained from the State Department of Labor and Industries, from the State Department of Revenue, and the Employment Security Department and all other departments and agencies having jurisdiction over the activities of the Contractor. In the event such claims are filed, the Contractor shall be paid such retained percentages less an amount sufficient to pay any such claims, together with a sum sufficient to defray the cost of foreclosure action and to cover attorney fees as determined by the Owner.

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

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

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

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

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

11. **Ownership of Records and Documents – Public Disclosure:** All materials, writings and products produced by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such materials, writings and products to the City. A copy may be retained by the Contractor. In the event the City receives a public record request for such materials, writings of products the City may, in its discretion, notify the Contractor of such request and withholds disclosure of such information for not less than five (5) business days to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees, or penalty assessment under Chapter 42.56 RCW.
12. **Amendments:** All changes to this 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. **Termination for Cause:** In the event the Contractor is, or has been, in violation of the terms of this Contract, including the Invitation to Bid, the Owner reserves the right, upon written notice to the Contractor, to cancel, terminate, or suspend this contract in whole or in part for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for services performed in accordance with the manner of performance set forth in the Contract.

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

17. **Opportunity to Cure:** The Owner at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by Owner and the deadline to accomplish the remedies. If the Contractor fails to remedy to the Owner's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the Owner shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the Owner from also pursuing all available remedies against the Contractor and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.

18. **Liquidated Damages:** Time is of the essence of the Contract. Delays inconvenience the public and interfere with the operations of Public Works. Delays also cost tax payers undue sums of money adding time needed for administration, engineering, inspection, and supervision.

Because the Owner finds it impractical to calculate the actual cost of delays, the Owner has adopted the following formula to calculate liquidated damages for failure to complete the physical Work of a Contract on time.

Accordingly, the Contractor agrees:

1. To pay (according to the following formula) liquidated damages for each calendar day beyond the established completion date for Physical Completion, and
2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

Liquidated Damages Formula

$$LD = \$1,500 \times T$$

Where:

LD = Liquidated Damages

T = Number of calendar days beyond the established completion date until physical completion.

Physical Completion Date is the day all Work is physically completed on the project. All documentation required by the Contract and required by law does not necessarily need to be furnished by the Contractor by this date

When the Contract Work has progressed to the extent that the Owner has full use and benefit of the facilities, both from an operation and safety standpoint, all the initial plantings are completed and only minor incidental Work, replacement of temporary substitute facilities, plant establishment periods, or correction of repair remains to physically complete the total Contract, the Engineer may determine the Contract Work is substantially complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established for Substantial Completion, the formula for liquidated damages shown above will not apply and liquidated damages will be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

The Contractor is solely responsible to ensure all employed agents, subagents, and subcontractors working to complete the Work perform in a timely manner as necessary to meet the established completion date while working within the project constraints outlined in the Specifications.

Liquidated damages will not be assessed for any days for which an extension of time is granted. No deduction or payment of liquidated damages will in any degree release the Contractor from further obligations and liabilities to complete the entire Contract.

- 19. Contract Documents & Order of Precedence:** The complete Contract includes these parts and any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Amendments to this Contract,
2. This Contract,
3. The Invitation to Bid and any Addenda thereto,
4. Bid Form,
5. Technical Specifications,
6. Supplementary Conditions,
7. Standard General Conditions of the Construction Contract (EJCDC),

8. Contract Plan Set,
9. Owner Standard Details.

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

Owner:

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

Contractor:

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Eric Holmes, City Manager

Signature:

DATE

By: Printed Name / Title

Attest:

Natasha Ramras, City Clerk

Approved as to form:

E. Bronson Potter, City Attorney

LABOR AND MATERIALS PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS:

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

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

ITB #19-01: Water Station 1 Phase 2

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

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

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

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

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

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

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

SURETY

CONTRACTOR

By:_____

By*:_____

Title:_____

Title:_____

Street Address

Street Address

City, State ZIP

City, State ZIP

Phone Number

Phone Number

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

PERFORMANCE BOND

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

KNOW BY ALL MEN BY THESE PRESENTS:

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

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

ITB #19-01: Water Station 1 Phase 2

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.

Page 16 of 16



Staff Report 043-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/8/2019

SUBJECT Interlocal agreement with C-TRAN for Video Services

Key Points

1. The City/County Television Office has provided coverage of the C-TRAN Board of Directors meetings taking place at the Vancouver Community Library since April 2013.
2. In December 2018, the Vancouver City Council and the Clark County Council, approved a grant award from the PEG Capital Grant Fund to install a four-camera production system at C-TRAN's Administrative offices located at 10600 NE 51st Circle.
3. C-TRAN anticipates the Board of Directors will begin holding meetings in the Administration Offices beginning, June 2019.
4. The video production system will be the property of the City/County Cable Television Office.

Strategic Plan Alignment

None

Present Situation

The City/County Cable Television Office has been cablecasting C-TRAN Board of Directors meetings taking place at the Vancouver Community Library on Clark/Vancouver Television ("CVTV") beginning in April 2013. C-TRAN pays for CVTV video services. In September 2019, C-TRAN approached CVTV staff about the possibility of televising meetings from a new administrative building the agency was purchasing at 10600 N.E. 51st Circle in Vancouver. C-TRAN agreed to provide a small room next to their board room for the CVTV equipment and to make their board room facilities available to other governmental agencies. The City/County Cable TV Office agreed to seek capital funding for the video production system.

Vancouver City Council and the Clark County Council approved a \$130,345.00 grant award from the PEG Capital Grant Fund, which originate as cable subscriber contributions for support of PEG Access under the terms of the City and County cable franchise agreements, to install a video production booth at the C-TRAN administrative offices. As outlined in the Interlocal

Agreement, the video production equipment remains the property of the Cable Television Office. In the event of expiration or termination of the agreement, the City shall have the right to remove and retain the equipment and related connections.

Advantage(s)

1. Provides a tangible community benefit consistent with objectives of the Telecommunications Commission.
2. Enhances the community outreach of C-TRAN.
3. Provides additional opportunities for television coverage of public meetings/events taking place in east Vancouver.

Disadvantage(s)

None

Budget Impact

C-TRAN will provide the City/County Cable Television Office with approximately \$10,000.00 annually for video production services.

Prior Council Review

PEG Grant approval of C-TRAN video production booth in December 2018.

Action Requested

Authorize the City Manager or his designee to execute an Interlocal Agreement for Video Services between C-TRAN and the City/County Cable Television Office.

Jim Demmon, Video Services Manager, 487-8706

ATTACHMENTS:

- Agreement

INTERLOCAL AGREEMENT FOR MEDIA SERVICES

BETWEEN

AND

The City of Vancouver
By and through the
City-County Cable Television Office
P O Box 1995
Vancouver, WA 98668-1995

Clark County Public Transportation
Benefit Area (DBA C-TRAN)
10600 NE 51st Circle
Vancouver, WA 98682

Inter-Local Agreement: Effective: March 12, 2019

Services provided:

Government Cable Access and Video
Production Services

City Project Contact: Jim Demmon,
Video Services Manager
Phone: 360-487-8706
City Fiscal Contact: Carrie Lewellen,
Treasurer
Phone: 360-487-8482

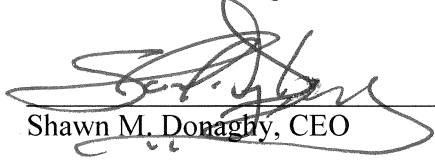
C-TRAN Project Contact: Debbie Jermann,
Clerk of the Board
Phone: 360-906-7303
C-TRAN Fiscal Contact: Norma Willis,
Accounting Manager
Phone: 360-906-7315

This Inter-local Agreement consists of the following exhibits:

- General Terms and Conditions
- Exhibit A - CVTV 2019 Rate Card
- Exhibit B – Inventory of Production System

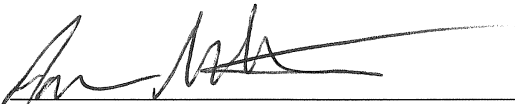
The City of Vancouver and the C-TRAN agree to the terms and conditions of this Interlocal Agreement and its exhibits as listed above by signing below:

FOR C-TRAN,
WASHINGTON,
a municipal corporation of
the State of Washington



Shawn M. Donaghy, CEO

Approved as to form:



Attorney for C-TRAN
Aaron E. Millstein
Thomas H. Wolfendale

FOR CITY OF VANCOUVER,
WASHINGTON VANCOUVER
a municipal corporation

Eric Holmes, City Manager

Attest:

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

Approved as to form:

E. Bronson Potter, City Attorney

GENERAL TERMS AND CONDITIONS

I. PURPOSE AND BACKGROUND

- A. This is an Interlocal Agreement entered into under the authority of the Interlocal Cooperation Act, RCW 39.34 between the City of Vancouver (the "City"), a municipal corporation and charter city of the first class in the State of Washington and Clark County Public Transportation Benefit Area ("C-TRAN"), a municipal corporation of the State of Washington.
- B. The City, pursuant to the City-County Cable TV Office Interlocal Agreement dated March 22, 1982, operates the City/County Cable Television Office, and through it, Clark Vancouver Television (CVTV), a government cable access programming service.
- C. C-TRAN desires to utilize the available services of the City-County Cable Television office, including the CVTV service, to provide coverage of C-TRAN meetings to cable television subscribers in the Vancouver and Clark County franchise areas.
- D. The purpose of this Agreement is to set forth the terms and conditions for provision of such government cable access programming and video services.
- E. C-TRAN and the City desire to reduce to writing their understanding related to such services as required by RCW 39.34.

II. DURATION OF AGREEMENT

The term of this Agreement is effective from March 12, 2019 until terminated as outlined below.

III. TERMINATION OF AGREEMENT

- A. Either party may terminate the Agreement for any reason whatsoever upon giving the other party a minimum of ninety (90) days written notice in advance of the date sought for such termination.
- B. If for any cause, either party fails to fulfill its obligations under this Agreement in a timely and proper manner, or if either party violates the terms and conditions of this Agreement, then the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the failure or violation. If the failure or violation is not corrected within thirty (30) working days of the notice, then the party giving the notice may

terminate the Agreement immediately upon giving written notice of termination to the other.

- C. The City reserves the right to terminate this Agreement within thirty (30) days written notice if it becomes necessary to end operations of CVTV, either temporarily or permanently.

IV. SCOPE OF SERVICES

The City will provide production services equipment for the monthly meeting of the C-TRAN Board of Directors to C-TRAN. Consistent with C-TRAN's Community Guidelines, as may be amended by C-TRAN, C-TRAN will make the Board Room facilities available to governmental entities. To the extent such governmental entities wish to use the production services equipment, such governmental entities must make separate arrangements with CVTV for such use, including but not limited to arranging for any costs of production. Such request shall be made only after C-TRAN has authorized the use of its Board Room facilities. C-TRAN will not be responsible for managing, overseeing, or otherwise assisting such entities with using any of the production services equipment.

V. COMPENSATION FOR PROGRAMMING

The compensation from C-TRAN to the City commencing with the completion of installation at 10600 NE 51st Circle, Vancouver, WA, shall be as set forth in Exhibit B (current CVTV Rate Card for C-TRAN, and as may be amended by the City), which is incorporated in this Agreement as if fully set forth. In the event of an update to the CVTV Rate Card for C-TRAN, the most current rates shall apply.

VI. CONTROL BOOTH AND VIDEO PRODUCTION SYSTEM AT C-TRAN

The City, after approval of PEG (Public Educational and Government) funding by the City Council and County Board of Commissioners, will install a four-camera production system at C-TRAN's 10600 NE 51st Circle, Vancouver, Washington, Administration Offices and supply the equipment, installation, and connection of C-TRAN's Administration facility to the Comcast Cable System (collectively, the "Production System"). The cost of the Production System is \$130,345. An inventory of the Production System components to be installed is attached and incorporated herein as Exhibit C.

In consideration of the City's installing the Production System, C-TRAN will construct, at its own expense, a cable production control booth next to the Board of Directors chambers, of approximately 12' by 12' in size, in which the City will install the above-described production system and related connections.

The Production System, funded from PEG Grant funds which originate as cable subscriber contributions for support of PEG Access under the terms of the City and County cable franchise agreements, shall (pursuant to the franchises and the Interlocal Agreement between the City and Clark County for PEG Access, Auditor's File Number 3212167)

remain the property of the City for government access programming production. The City may from time to time install additional equipment, which shall be deemed part of the Production System and remain its property. In the event of the expiration or termination of this Agreement, the City shall have the right to remove and retain the Production System and related connections, and will restore C-TRAN property to the original condition, at the City's expense.

C-TRAN shall be responsible for any loss or damage to the Production System or any other equipment or other personal property used by the City at C-TRAN to carry out this Agreement, which results from the sole or proportionate concurrent negligence of C-TRAN. Upon loss or destruction of, or damage to, any of the Production System or any other equipment or other personal property used by the City at C-TRAN to carry out this Agreement, C-TRAN shall notify the City thereof and shall take all reasonable steps to secure the site until the City promptly takes possession.

The City shall be responsible for any loss or damage to C-TRAN property at C-TRAN's 10600 NE 51st Circle, Vancouver Washington facility, which results from the sole or proportionate concurrent negligence of the City. Upon loss or destruction of, or damage to, any of C-TRAN's property at C-TRAN's 10600 NE 51st Circle, Vancouver, Washington, facility, the City shall notify C-TRAN thereof and shall take all reasonable steps to secure the site until C-TRAN promptly takes possession.

VII. RIGHTS TO PROGRAMMING

Material created by the City and paid for by C-TRAN shall be owned by the City and shall not be a "work made for hire" as defined by Title 17 USCA, Section 101; PROVIDED that C-TRAN shall have a perpetual license to use such material for all agency purposes and to provide it to the public pursuant to the Public Records Act, Ch 42.56 RCW; and PROVIDED further that such license shall be limited to the extent the City has a right to provide such license. "Material" as used in this Agreement includes but is not limited to: books; computer programs; documents; films; films; audio and video reproductions regardless of medium; and/or training materials.

VIII. BILLING METHOD AND PROCESS

- A. The City will bill C-TRAN for service charges commencing with the installation of the equipment at the facility.
- B. The billing invoice will identify the dates, the actual hours worked, and include the amount due for that billing period.
- C. The billing invoice will include sufficient backup documentation to verify the services rendered for the billing period and include an indication (via signature) that at least one City supervisory-level employee has reviewed the billing documentation for correctness. Any backup documentation supplied with billing

invoices will be expected to reconcile to whatever tracking system C-TRAN employs.

- D. Any inquiries regarding a billing should be directed to the parties' fiscal contact persons as indicated on this Agreement's face sheet.
- E. Payments that are not paid within 30 days of receipt shall be considered delinquent. Delinquent charges shall accrue interest on the unpaid balance, from the date of delinquency until paid, at an interest rate of one percent (1%) per month.

IX. AGREEMENT ADMINISTRATION AND COMMUNICATIONS

Project contact, designated by C-TRAN and City, as set forth on this Agreement's face sheet shall administer this Agreement. Project contacts shall monitor service level and budget provisions of this Agreement. Each month, C-TRAN and City project contacts shall review service levels, service delivery, and costs. During the term of this Agreement, the respective project managers will communicate via telephone or e-mail to relay information, answer questions, or raise concerns.

X. 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 project contacts, C-TRAN's Chief Executive Officer and the Vancouver City Manager or their designated representatives shall review such dispute and options for resolution. Any dispute not resolved by the representatives shall be referred to C-TRAN's Chief Executive Officer and the Vancouver City Manager. The decision of C-TRAN's Chief Executive Officer and the City Manager regarding the dispute shall be final as between the parties.

In the event that C-TRAN's Chief Executive Officer and the City Manager are unable to agree on the resolution, such dispute shall be resolved by the court of applicable jurisdiction in Clark County, Washington.

XI. INDEPENDENT CONTRACTOR

The City is and shall at all times be deemed an independent contractor to C-TRAN in providing 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 the City or between any of C-TRAN's or City's employees. The City shall retain all authority for providing services, standards of performance, discipline and control of personnel, and other matters incident to the performance of services by the City 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.

XII. HOLD HARMLESS/INDEMNIFICATION

- A. **CITY RESPONSIBILITY.** 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 sole/concurrent/proportionate negligent performance of the terms and conditions of this Agreement by the City.
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, C-TRAN retains the right to participate in said suit if any principle 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 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.
- B. **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 sole/concurrent/proportionate negligent performance of the terms and conditions of this Agreement by C-TRAN.
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, the City retains the right to participate in said suit if any principle 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. The parties specifically acknowledge that the provisions contained in this section have been mutually negotiated by them.
- D. Except as provided herein, the parties shall bear their own costs of enforcing the rights and responsibilities under this Agreement.

XIII. FORCE MAJEURE

Neither Party shall be held responsible for delay or default caused by fire, riot, acts of God and war which is beyond its reasonable control. The affected party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the contract.

XIV. ASSIGNMENT/SUBCONTRACTING

Neither party shall transfer or assign, in whole or in part, any or all of its respective rights or obligations under this Agreement without the prior written consent of the other. The City shall not subcontract for the provision of any services it is to provide C-TRAN under this Agreement without the prior written consent of C-TRAN.

XV. 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 the City do not intend there be any third-party beneficiary to this Agreement.

XVI. NOTICE

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

To the City:

CONTRACTUAL ISSUES
City of Vancouver
Attention: City Manager
P O Box 1995
Vancouver WA 98668-1995

TECHNICAL ISSUES
City of Vancouver
Attention: Jessica Townsell
PO Box 1995
Vancouver WA 98668-1995
Phone: 360-487-8703

To C-TRAN:

CONTRACTUAL ISSUES
C-TRAN
Attention: Chief Executive Officer
10600 NE 51st Circle
Vancouver, WA 98682

TECHNICAL ISSUES
C-TRAN
Attention: Brad Teed
10600 NE 51st Circle
Vancouver, WA 98682

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

XVII. 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. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement.

XVIII. SURVIVABILITY.

The following terms and conditions in this Agreement shall survive the expiration or termination of this Agreement:

- A. That portion of Section VI pertaining to disposition of the Production System upon expiration or termination of this Agreement.
- B. Section VII – Rights to Programming.
- C. Section XII – Hold Harmless/Indemnification.

XIX. 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.

XX. RATIFICATION AND CONFIRMATION.

Acts taken prior to the execution of this Agreement that are consistent with the intent and purpose of the same are hereby ratified and confirmed.

XXI. DOCUMENT EXECUTION AND FILING

The City and C-TRAN agree that there shall be two (2) 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 C-TRAN. 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.

XXII. INTERLOCAL COOPERATION ACT COMPLIANCE.

Pursuant to RCW 39.34 RCW, the purpose of this Interlocal Agreement is as set forth in Article I (Purpose and Background). Its duration is as specified in Article II. (Duration of Agreement). Its method of termination is set forth in Article III (Termination of Agreement). Its manner of financing and of establishing and maintaining a budget therefore is described in Article V (Compensation) and Article VIII (Billing Method and Process).

The manner of property acquisition and disposal upon partial or complete termination of this Agreement is specified in Article VI (Control Booth and Video Production System at C-TRAN).

XXIII. 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.

XXIV. 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.

Video Production Rates

Effective December 1, 2017

Rates include production costs and playback costs (minimum 12 airings).

Add \$121 if you want the video broken out into sections by agenda item or topics (indexing).

		Program Length			
Production Type		1 Hour	2 Hours	3 Hours	4 Hours
	Booth Productions (dais, mics)	\$660	\$730	\$801	\$871
	Booth Productions (mic set up)	\$836	\$906	\$977	\$1,047
	Single Camera	\$906	\$1,036	\$1,165	\$1,295
	Remote	\$1,047	\$1,142	\$1,235	\$1,330
	Controlled-Camera System	\$1,471	\$1,635	\$1,800	\$1,964
	Studio Show	\$873	\$1,029	\$1,185	\$1,340

Video Producer: \$121/hour

Associate Producer: \$58/hour

Video Production Assistant: \$35/hour



18856 72nd Ave S.
Kent, WA 98032

Ph: (206) 870-0244

orders@advancedbroadcastsolutions.com

Estimate

Date	9/21/2018
Quotation #	21259
Rep	WEF
Account #	
Project	C-TRAN Flypack

Bill To:		Ship To:		
City of Vancouver Accounts Payable P.O. Box 1995 Vancouver, WA 98668		Clark Vancouver TV Jim Demmon/PO 90818 415 W. 6th Street Vancouver, WA 98660		
FOB	Terms	Ship Via	Valid Until	P.O. No.
Origin	Net 30	ground	10/21/2018	
Item	Description	Qty	Unit Cost	Total
BPS-MX	Broadcast Pix - BPSwitch MX with 8 SDI inputs + 1 external key and 6 outputs, 2 IP inputs, NewBlueFX NTX graphics	1	18,735.00	18,735.00T
10	Broadcast Pix - 1000 Control Panel - Granite, Mica or Slate	1	5,995.00	5,995.00T
802	Broadcast Pix - Panasonic Camera Control, Control up to 9 Panasonic cameras, software only.	1	950.00	950.00T
172	Broadcast Pix - Allows CG to connect to a database for automated updates	1	2,900.00	2,900.00T
AW-HE130WP	Panasonic - AW-HE130 HD Integrated Camera (White)	4	8,900.00	35,600.00T
DT-N17H	JVC ProHD 17.3" Broadcast Studio LED-Backlit LCD Monitor	1	2,400.00	2,400.00T
560993	Intellinet 16-Port Gigabit Ethernet PoE+ Switch	1	383.24	383.24T
V2Analog	AJA Video Systems - Digital video to analog, HD/SD Mini-Converter	1	345.00	345.00T
GEN10	AJA Video Systems - HD/SD Sync Generator, simultaneous Blackburst and Tri-level, outputs assignable	1	345.00	345.00T
VC-1-SC	Roland Systems Group - Up/Down/Cross Scan Converter to/from SDI/HDMI with Frame Sync	1	995.00	995.00T
PCT2485	Planar - Helium 24-inch wide black projected capacitive multi-touch edge-lit LED LCD, USB controller, VGA/HDMI/DisplayPort, internal power, webcam and microphone, USB Hub, speakers, 15 to 70 tilt range and flat orientation, supports both portrait and landscape.	2	378.30	756.60T
M200i-EXP	Roland - M200i-EXP 40x22 Digital V-Mixing System with S-1608 Digital Snake	1	3,795.00	3,795.00T
MD510LL/A	Apple - iPad with Retina display Wi-Fi 16GB - Black	1	383.89	383.89T

Subtotal

Sales Tax (8.4%)

Total

Signature



18856 72nd Ave S.
Kent, WA 98032

Ph: (206) 870-0244

orders@advancedbroadcastsolutions.com

Estimate

Date	9/21/2018
Quotation #	21259
Rep	WEF
Account #	
Project	C-TRAN Flypack

Bill To:		Ship To:		
City of Vancouver Accounts Payable P.O. Box 1995 Vancouver, WA 98668		Clark Vancouver TV Jim Demmon/PO 90818 415 W. 6th Street Vancouver, WA 98660		
FOB	Terms	Ship Via	Valid Until	P.O. No.
Origin	Net 30	ground	10/21/2018	
Item	Description	Qty	Unit Cost	Total
MH-300-DM-A4M	RTS - MH-300, Single sided premium lightweight headset, A4M connector	1	295.45	295.45T
MH-300-DM-A4F	RTS - MH-300, Single sided premium lightweight headset, A4F connector	1	295.45	295.45T
MS-2002	Telex - MS-2002; 2 Ch user/main station with 2.0 amp power supply with speaker. External balanced/unbalanced selector switch, dynamic mic	1	1,295.83	1,295.83T
BP4000 A4M	Bosch - Single Channel Universal Belt Pack, A4M Headset Jack	1	283.56	283.56T
HD5DA	AJA Video Systems - HD/SD SDI Distribution Amplifier/Repeater, 1X4, EQ, 143Mb-1.5Gb [DWP Included]	1	195.00	195.00T
DVT1SDIIP	ATX Networks - HE, CODE DIGIVU II 1 CH HD-SDI ENCODER, IP OUT	1	4,500.00	4,500.00T
DV-SVC-B	ATX Networks - DIGIVU BASIC SERVICE LEVEL AGREEMENT	1	450.00	450.00T
880	Broadcast Pix - Audio Follow Video	1	900.00	900.00T
642	Broadcast Pix-Mica 1000 extended warranty and Software Updates - 1 more year	2	2,020.64	4,041.28T
	TOTAL			85,840.30
Materials	Custom Cabling, cable connectors, rack and bulk head assembly.	1	8,900.00	8,900.00T
Custom	Custom Case	1	4,500.00	4,500.00T
	TOTAL			13,400.00
Design	ABS - Design, Documentation and Integration Services per attached Scope of Work .	1	17,619.00	17,619.00T
Freight	Estimated Freight	1	400.00	400.00T
	TOTAL			18,019.00
	TOTAL			117,259.30

Subtotal

Sales Tax (8.4%)

Total

Signature



18856 72nd Ave S.
Kent, WA 98032

Ph: (206) 870-0244

orders@advancedbroadcastsolutions.com

Estimate

Date	9/21/2018
Quotation #	21259
Rep	WEF
Account #	
Project	C-TRAN Flypack

Bill To:		Ship To:		
City of Vancouver Accounts Payable P.O. Box 1995 Vancouver, WA 98668		Clark Vancouver TV Jim Demmon/PO 90818 415 W. 6th Street Vancouver, WA 98660		
FOB	Terms	Ship Via	Valid Until	P.O. No.
Origin	Net 30	ground	10/21/2018	
Item	Description	Qty	Unit Cost	Total
WEF	Thank you! Bill Floyd 503.550.0171 Bill@advancedbroadcastsolutions.com			0.00

All quotes are valid for 30 days unless otherwise noted.
By signing, the purchaser/licensee acknowledges that the purchaser/licensee read and agrees to the terms and conditions set forth by ABS and quoted vendors. ABS terms and conditions supersede any and all purchase orders and other documents relating to the system or the purchase or license thereof. Purchaser/licensee is subject to shipping/handling and 3% credit card processing fees incurred related to order, unless otherwise stated.

<http://www.advancedbroadcastsolutions.com/terms-conditions/>

Subtotal	\$117,259.30
Sales Tax (8.4%)	\$9,849.78
Total	\$127,109.08

Signature _____



Staff Report 044-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/8/2019

SUBJECT Tourism Promotion Contract with Visit Vancouver, USA

Key Points

- The City imposes a 4% lodging tax on hotel and motel room nights. These funds can be used by municipalities to support tourism-related events, activities and facilities.
- The City's Lodging Tax Advisory Committee (LTAC), which is required by state regulations in order to expend the funds, made a recommendation to the City Council to approve a three-year lodging tax grant for Visit Vancouver, USA to provide tourism related services.
- LTAC recommended that City Council fund the proposed Visit Vancouver, USA request. For 2019, the grant would be for \$351,467. For 2020 and 2021, the grant would be funded by allocating 15% of the total lodging tax fund from each previous year.
- As stated in the Professional Services Agreement, Visit Vancouver, USA agrees to provide new tourism and destination marketing services including but not limited to the following (details are outlined in the agreement):
 - Marketing materials and campaigns
 - Group Solicitation & Sales Promotions
 - Branding & Public Relations
 - Destination Servicing & Development
 - Other Tourism Opportunities
- As stated in the Professional Services Agreement, Visit Vancouver, USA agrees to provide the following new reports to City Council:
 - Quarterly: Visit Vancouver USA will provide City Council with written reports on progress, including new initiatives and campaigns.
 - Annual: Visit Vancouver USA will give an in-person presentation to City Council each year showing year over year comparisons on established benchmarks currently reported in the 2018 Annual Report including but not limited to Visitor Spending comparison, group room nights booked, and digital analytics on marketing campaigns.

Strategic Plan Alignment

Goal 5: Continue to build high quality historical and cultural experiences for residents and visitors.

Goal 8: Strengthen commercial, retail and community districts throughout the city.

Present Situation

RCW 67.28.180 allows municipalities to impose a 4% lodging tax on hotel and motel room night revenue. Those funds can only be used to support tourism-related projects, events and facilities. Two percent of Vancouver lodging tax is dedicated to debt service for the downtown Hotel/Convention Center. The other two percent is dedicated by the City Council for capital improvements for the Hotel/Convention Center and for other tourism related projects including community grants.

For 2019, the Lodging Tax Advisory Committee (LTAC) reviewed twenty-two grant proposals totaling \$967,990. The amount available for grants in 2019 is \$550,817. In addition to recommending full or partial funding for twelve other grants totaling \$196,775, LTAC recommended funding a three-year tourism promotion service contract with Visit Vancouver, USA.

Visit Vancouver, USA requested and LTAC recommended that City Council fund a grant of \$351,467 for 2019 and allocate 15% of the total lodging tax fund from each previous year to support this grant in 2020 and 2021. With this funding strategy, as the lodging tax income increases, the amount of annual funding for Visit Vancouver, USA will also increase. As stated in the Professional Services Agreement, Visit Vancouver, USA agrees to provide new tourism and destination marketing services including but not limited to:

Marketing materials and campaigns:

- New production and print runs of the Vancouver Walking Map;
- Expand distribution of the Vancouver USA Travel Magazine;
- Expand statewide advertising to position Vancouver USA as a premier destination in regional media outlets;
- New large scale advertising campaigns in key markets through such mediums as billboards, bus wraps, radio ads and airport displays;
- Grow digital targeting and retargeting of travelers with a strong intent to travel to the area, bolstering transient lodging;
- Increase Co-op marketing with strategic partners and events focused on drawing visitors;

Group Solicitation & Sales Promotions:

- Expand staffing levels to better solicit and service convention groups and lodging properties;
- Grow tradeshow representation to solicit larger pieces of business for the Vancouver Convention Center and overflow rooms at nearby hotel properties;
- Drive new growth in the sports market (phase 1 feasibility study; phase 2 sports sponsorship program to competitively bid for larger sports events to be hosted at Vancouver's natural venues and regional sports complexes);

Branding & Public Relations:

- Evolve Vancouver's brand to reflect changes in the community;
- Produce new media familiarization tours to showcase the attractions, local businesses and culture that contribute to Vancouver as a desirable destination;
- Expand staffing capabilities either in-house or thru contract to generate greater story placements in targeted media;

Destination Servicing & Development:

- Continue and expand current programming such as Dine The Couve, Show Your Badge, and customized itineraries for groups;

- Identify, recruit and provide site tours for product development such as food tours, helicopter tours, walking tours, etc.;

Other Tourism Opportunities:

- Other marketing projects and operations as identified and approved by Visit Vancouver
- USA's Governing Board of Directors

As directed by City Council, the proposed professional services agreement requires that (1) Visit Vancouver, USA annually and quarterly report its activities; (2) this funding not be used to supplant activities currently undertaken; and (3) performance measures be applied.

Advantage(s)

Grant funds will support the tourism promotion work of Visit Vancouver, USA, the region's destination marketing organization, which has a long and successful track record in the tourism industry.

Disadvantage(s)

Visit Vancouver, USA's funding under this contract will make less money available for grants for other tourism-promotion activities.

Budget Impact

For 2019, the contract will be for \$351,467 and funds are available in the 2019-2020 biennial budget.

Prior Council Review

- Approval of 2018 Lodging Tax Grants on November 27, 2017.
- Workshop regarding Lodging Tax Funding on January 28, 2019.
- Approval of full or partial funding for twelve other tourism promotion grants totaling \$196,775 on January 28, 2019.

Action Requested

On April 8, 2019 approve the Lodging Tax Advisory Committee's recommendation for a three-year tourism promotion grant for Visit Vancouver, USA and authorize the City Manager or his designee to execute a professional services agreement.

Teresa Brum, Economic Development Division Manager, 487-7949

ATTACHMENTS:

- ▣ Contract
- ▣ Resolution

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. XXXXXXXXX
DESTINATION SERVICES AND TOURISM MARKETING

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as the "City" and Visit Vancouver, USA hereinafter referred to as the "Contractor", whose address is 1220 Main Street, Suite 220, Vancouver, Washington 98860.

WHEREAS, pursuant to the authority of Revised Code of Washington (RCW) Chapter 67.28, the City has levied a four percent lodging tax on stays of less than thirty days at hotels, motels, bed & breakfasts, campgrounds and RV parks; and

WHEREAS, the Contractor has submitted a proposal for destination services and tourism marketing which is an allowed use of lodging tax funds under RCW 67.28.1815 and which has been recommended for funding by the City's Lodging Tax Advisory Committee; and

WHEREAS, the Contractor is the destination marketing organization (DMO) for Southwest Washington and represents by entering into this Agreement that it is fully qualified to perform the services to which it will be assigned in a competent and professional manner, and to the standards required by the City; and

WHEREAS, the 2018 Lodging Tax Grant Program Guidelines (attached hereto as Exhibit "A") set forth the reporting requirements to the City for all Program grant recipients for a project, program, or event; and

WHEREAS, for purposes of the grant awarded to the Contractor under this Agreement, the Program shall be destination services and tourism marketing; and

WHEREAS, the Contractor and the City (collectively, the "Parties"; individually, a "Party") wish to memorialize the terms and conditions governing the performance of the tourism marketing and promotion activities proposed by the Contractor; and

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

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by the City, the services hereafter set forth in connection with this Agreement:

1. Statement of Program Services.

Contractor agrees to provide enhanced tourism and destination marketing services pursuant to the following Scope of Services. Projects that will be covered under this Scope of Services include but are not limited to the following four fundamental destination marketing elements:

- **Marketing materials and campaigns**
 - New production and print runs of the Vancouver Walking Map;
 - Expand distribution of the Vancouver USA Travel Magazine;
 - Expand statewide advertising to position Vancouver USA as a premier destination in regional media outlets;
 - New large scale advertising campaigns in key markets through such mediums as billboards, bus wraps, radio ads and airport displays;
 - Grow digital targeting and retargeting of travelers with a strong intent to travel to the area, bolstering transient lodging;
 - Increase Co-op marketing with strategic partners and events focused on drawing visitors;
- **Group Solicitation & Sales Promotions**
 - Expand staffing levels to better solicit and service convention groups and lodging properties;
 - Grow tradeshow representation to solicit larger pieces of business for the Vancouver Convention Center and overflow rooms at nearby hotel properties;
 - Drive new growth in the sports market (phase 1 feasibility study; phase 2 sports sponsorship program to competitively bid for larger sports events to be hosted at Vancouver's natural venues and regional sports complexes);
- **Branding & Public Relations**
 - Evolve Vancouver's brand to reflect changes in the community;
 - Produce new media familiarization tours to showcase the attractions, local businesses and culture that contribute to Vancouver as a desirable destination;
 - Expand staffing capabilities either in-house or thru contract to generate greater story placements in targeted media;
- **Destination Servicing & Development**
 - Continue and expand current programming such as Dine The Couve, Show Your Badge, and customized itineraries for groups;
 - Identify, recruit and provide site tours for product development such as food tours, helicopter tours, walking tours, etc.;
- **Other Tourism Opportunities**

Other marketing projects and operations as identified and approved by Visit Vancouver USA's Governing Board of Directors

Reporting

Quarterly: Visit Vancouver USA will provide City Council with written reports on progress, including new initiatives and campaigns.

Annual: Visit Vancouver USA will give an in-person presentation to City Council each year showing year over year comparisons on established benchmarks currently reported in the 2018 Annual Report including but not limited to Visitor Spending comparison, group room nights booked, and digital analytics on marketing campaigns.

Over the course of this Agreement, the services offered may change to keep pace with changes in the community. New attractions, tours, events and hotels will be incorporated accordingly.

All services must be authorized and approved by the City staff assigned to supervise this Agreement in writing before any services begins; provided, however that the Contractor's Scope of Services listed above is hereby authorized and approved and no further approval is required. The Contractor shall approach this program in a manner consistent with its customary practice. The Contractor shall actively seek collaborative input from City staff.

Compensation for this Scope of Services shall be \$351,467 for 2019. For 2020 and 2021, compensation shall be 15% of the total lodging tax funds collected by the City in the previous year. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either Party at the time the task and/or subtask is initiated, or for changes to the Scope of Services or deliverables requested by the City. The Parties understand that the City's first priority for use of lodging tax funds is the debt service and capital needs for the downtown hotel/convention center. In the financing for the Hotel/Convention Center, the City agreed to guarantee payment and debt service reserves up to a limit that varies from year to year. While the Hotel/Convention Center has not required the City guarantee for approximately ten years, it is possible that revenue shortfalls resulting from an economic downturn, required capital improvements, or other unanticipated events may require the use of the City guarantee. If such events become reasonably anticipated by the City, the City may limit or modify this Agreement. Nothing in this paragraph limits the absolute right for the City to terminate this Agreement under Section 7 below.

All deliverables must be acceptable to the City, at the sole discretion of the City.

Travel expenses are limited to airfare, mileage at the current IRS rate, and lodging at the U.S. General Services Administration rates. The Contractor is solely responsible for its staff's travel time, including travel to and from the City of Vancouver. The City will reimburse all pre-approved miscellaneous expenses at-cost and receipts are required.

2. Order of Precedence.

If there is a conflict among or between any documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; and this Agreement.

3. Relation of Parties.

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

4. I-9 US Citizenship Verification.

The Contractor shall follow its existing policies and procedures on verifying the US Citizenship of its employees. The Contractor shall ensure all its employees and any subcontractors assigned to perform services under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the City's request. Failure by the Contractor to comply with this Section shall be considered a material breach.

5. Time of Performance.

The Contractor's services are to commence upon execution of this Agreement and the Parties agree that the Contractor shall provide the services hereunder through December 31, 2021.

6. Compensation and Schedule of Payments.

The compensation described in Section 1 above is the maximum amount to be paid under this Agreement and it shall not be exceeded without the City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for services performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit quarterly invoices to the City covering professional fees, staff expenses and other program expenses, if any, for fees and expenses from the previous quarter. The City shall pay the Contractor within 30 days of invoice.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. The City and Contractor agree that any amount paid in error by the City does not constitute a change in the contract. The City's contract number **must** be referenced on any invoice submitted for payment.

7. Termination.

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

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

8. Evaluation and Compliance with the Law.

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

9. City Business and Occupation License.

The Contractor will be required to obtain 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: <http://bls.dor.wa.gov/file.aspx>, telephone 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.

10. Liability and Hold Harmless.

The Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of the Contractor or subcontractor or agent even if the Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. The Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. The Contractor is an independent contractor and responsible for the safety of its employees.

11. Insurance.

Contractor shall obtain and keep in force during the entire term of this Agreement, the following Commercial General Liability insurance against any and all claims for damages to person or property that may arise out of the performance of this Agreement whether such services shall

be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor:

a. **Liability Insurance.** The Contractor shall maintain Commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence and not less than one million dollars (\$1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. The policy shall include personal and advertising injury coverage, insuring against claims for libel, slander, invasion of privacy, copyright infringement and misappropriation of advertising ideas. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. **The City Listed as an Additional Insured:** The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the certificate of insurance.

c. **The Commercial General Liability policy must be endorsed to include “Washington Stop Gap” insurance.** The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. **Worker's Compensation.** The Contractor shall carry workers’ compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the Contractor’s employees engaged in the performance of the work or services.

e. **Employment Security.** The Contractor shall comply with all employment security laws of the state in which services are provided, and shall timely make all required payments in connection therewith.

f. **The City of Vancouver shall be listed on the Certificate as the Certificate Holder.**

g. **Coverage Trigger:** The insurance must be written on an “occurrence” basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

h. **Contractor shall provide evidence of all insurance required, at the City’s request, by submitting an insurance certificate to the City on a standard “ACORD” or comparable form.**

12. Notices.

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

The City:
Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

The Contractor:
President & CEO
Visit Vancouver, USA
1220 Main Street, Suite 220
Vancouver, WA 98660

13. Amendments.

All changes to this Agreement, including changes to the statement of services and compensation, must be made by written amendment and signed by all parties to this Agreement.

14. Scope of Agreement.

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

15. Ratification.

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

16. Governing Law/Venue.

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

17. Public Disclosure Compliance.

The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Ch. 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request

and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Ch.42.17 RCW for withholding or delaying public disclosure of such information.

18. Debarment.

The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

19. Nondiscrimination.

The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

DATED this _____ day of _____, 2019

CITY OF VANCOUVER,
A municipal corporation

CONTRACTOR,
Visit Vancouver, USA

Eric Holmes, City Manager

Signature:

Attest:

By: Kim Bennett, President & CEO

Natasha Ramras, City Clerk

Approved as to form:

E. Bronson Potter, City Attorney
By Brent D. Boger, Assistant City Attorney

EXHIBIT "A"

2018 Lodging Tax Grant Program Guidelines

(See Attached)

**Lodging Tax Grant Program
PROGRAM GUIDELINES
2018**

Goal

To invest in facilities, events and activities that increase overnight and day-visitors to the City of Vancouver and result in increased tourism-related revenues.

Background

RCW 67.28.180 allows municipalities to impose up to a 4% lodging tax on stays of less than 30 days at hotels, motels, bed & breakfasts, campgrounds and RV parks. 50% of the City of Vancouver's annual lodging tax income is dedicated to the debt service on the downtown hotel/convention center. The remaining 50% is allocated to capital support for the convention center and to community and City projects through a competitive grant program.

State Requirements

Authorized uses for lodging taxes are:

- Tourism marketing including operation of a destination marketing organization (DMO);
- Marketing and operation of special events and festivals designed to attract tourists;
- Operations and capital expenditures of tourism-related facilities owned or operated by a municipality or by a public facilities district;
- Operations of tourism-related facilities owned or operated by non-profit organizations.

Program requirements include:

- Organizations eligible to receive the funds are municipalities, DMO's or non-profit organizations (which includes main street organizations, lodging associations and chambers of commerce).
- All applicants, including municipalities, must follow the same application process.

City Grant Guidelines:

- Organizations may submit more than one application each year but there must be a separate application form for each project/activity.
- The City is accepting multi-year applications for 2019-2021. Applicants should fill out one form per project, indicated which activities will occur in each year and clearly show the growth or progression of the program or event. Applicants must submit a separate budget form for each year.
- Matching funds are not required but are encouraged as a sign of community support and organizational commitment.
- Grants must be for a minimum of \$5,000.
- Special events/festivals, capital projects or facilities requesting operating funds must be located inside the City limits.
- Special events/festivals:
 - Must be sponsored by a non-profit or the City;

- Grants funds can be used for operational expenses, including marketing and promotion, with the exception of salaries and/or benefits for event organizers or other key staff, insurance and travel. Funds may be used for security staff, traffic control, etc.;
- Funds are available beginning in February 2019 and must be spent within the calendar year.
- For existing special events – in operation for more than three years- proposals must be for expansion or enhancements for the event and those expansions and/or enhancements must be clearly defined and measurable.
- All advertising must acknowledge the City of Vancouver as sponsor

Criteria for Grant Awards

Priority will be given to lodging tax grant proposals that:

- Demonstrate potential to result in overnight stays by tourists in lodging facilities within the City of Vancouver or to attract day visitors from outside Clark County.
- Provide, maintain, operate or enhance City-owned tourism related facilities or infrastructure.
- Promote Vancouver and/or events, activities and places in the city to potential tourists from outside the region.
- Have a demonstrated potential to result in economic benefit to Vancouver. Successful proposals will show specific strategies to draw visitors.
- Provide funds from sources other than lodging tax funding.
- Are sponsored by an organization that has a successful track record with similar projects or events.

Applicants will be invited to give a five (5) minute presentation on their proposal to the Lodging Tax Advisory Committee, who authorizes grant funding recommendations to the City Council.

Reporting:

All lodging tax fund recipients must submit a report to the City describing the results of the project, program or event. For events/festivals, the report must be submitted within 90-days after the event. For all other projects or facilities, the report is submitted annually, and due by January 31st. Per state requirements, the report must include the following information:

- The number of people attending the event or visiting the facility;
- The number of people attending the event or visiting the facility who stayed overnight in paid accommodations;
- For day visitors, the number of people attending the event or visiting the facility who came fifty miles or more, one-way, from their residence or business; or
- The number of people attending the event or visiting the facility who come from another country or state outside of their place of residence or business;
- An explanation of how attendance figures were calculated.

Contracting Requirements:

Organizations receiving lodging tax funds, with the exception of the City itself, are required to enter into a Professional Services Agreement (PSA) with the City of Vancouver.

- Funding is provided on a reimbursable basis and copies of receipts must be included with the reimbursement request. Expenses that are not in accordance with the approved scope of work and Agreement will not be eligible for reimbursement.
- Reimbursements will be made within approximately 30-days of submittal of request and receipts.
- Costs incurred prior to the grants being approved by the City Council and the execution of the Agreement is not eligible for reimbursement.
- The applicant must have liability insurance, in an amount commensurate with the risk exposure of the project, and which names the City of Vancouver as an additional insured.
- Funds awarded for year-round operation of a program or facility will be dispersed quarterly.

Timeline

September 17	Lodging tax fund applications are available
October 24	Lodging tax applications are due
November- December	Lodging Tax Advisory Committee review of applications
January 7, 2019	City Council approval of grants
February 2019	Funding is available

Definitions

“Capital Improvements” can include wayfinding and other signage, restrooms and transportation options.

The “Destination Marketing Organization (DMO)” for Vancouver is Visit Vancouver, USA.

“Municipality” means any county, city or town in the state of Washington.

“Special event/festival operations” can include any expenses associated with the operation of the event or festival with the exception of staffing expenses (salaries, benefits, travel, etc.) or insurance.

“Tourist” is defined by RCW 67.28 as people who travel more than 50 miles, one way, from their place of residence or business for the day or who stay overnight in paid accommodations.

“Tourism” means economic activity resulting from people visiting the community and includes sales of overnight lodging, meals, tours, gifts or souvenirs.

“Tourism Marketing/Promotion” means activities, operations and expenditures designed to increase tourism, including but not limited to advertising, publicizing or otherwise distributing information for the purpose of attracting and welcoming tourists, developing strategies to

expand tourism; operating tourism promotion agencies and funding the marketing of or operation of special events and festivals designed to attract tourists.

“Tourism-Related Facility” is real or tangible personal property with a usable life of three or more years that is a) owned by a public entity or non-profit organization including a non-profit business organization, DMO, main street organization, lodging association or chamber of commerce; and b) is used to support tourism or performing arts or to accommodate tourist activities.

04/08/19

RESOLUTION NO. _____

A RESOLUTION of the City Council of the City of Vancouver Washington authorizing the City Manager to sign a professional services agreement for destination services and marketing with Visit Vancouver, USA.

WHEREAS, the City imposes a 4% lodging tax on hotel and motel room nights to fund tourism-related events, activities and facilities; and

WHEREAS, state law requires the City's Lodging Tax Advisory Committee (LTAC) review prior to expending the lodging tax grant funds; and

WHEREAS, LTAC recommended that Council fund the proposed Visit Vancouver, USA grant request at \$351,467 for 2019 and in 2020 and 2021 at 15% of the total lodging tax fund from the prior year; and

WHEREAS, Visit Vancouver, USA has agreed to the draft contract (attached hereto as Exhibit "A") that provides funding in accordance with the LTAC recommendation; and

WHEREAS, grant funds will support the tourism promotion work of Visit Vancouver, USA, the region's destination marketing organization, which has a long and successful track record in the tourism industry; and

WHEREAS, this contract will further implementation of Strategic Plan Goal 8 (Strengthen commercial, retail and community districts throughout the city) and Goal 5 (Continue to build high quality historical and cultural experiences for residents and visitors); and

WHEREAS, the proposed professional services agreement provides for annual and quarterly reporting of its activities so that this funding will not be used to supplant activities Visit Vancouver, USA currently undertakes; and

WHEREAS, the Council wishes to implement the Lodging Tax Advisory Committee's recommendation for a three-year tourism promotions grant for Visit Vancouver, USA and authorize the City Manager or his designee to execute a professional services agreement.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

1. The Council agrees with the recommendation of the Lodging Tax Advisory Committee to fund the activities of Visit Vancouver, USA at the levels and under the terms and conditions provided for in the attached Exhibit "A", professional services between the City of Vancouver and Visit Vancouver, USA.
2. The City Manager is authorized to sign the agreement attached as Exhibit "A"

Adopted by the Vancouver City Council this ____ day of _____, 2019.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

E. Bronson Potter, City Attorney

RESOLUTION - 2

RESOLUTION - 3



Staff Report 045-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/8/2019

SUBJECT Granting of Utility Easement

Key Points

- Fort Vancouver National Historic Site is replacing the utility infrastructure for the East Barracks. New utilities are needed for them to redevelop the property.
- The National Park Service's plans call for a certain portion of the electrical and communications lines to cross City-owned property.
- The Park Service needs a temporary access and construction easement from the City along Officers Row in order to replace the electric and communications utilities.
- Once the electrical and communications facilities are installed and conveyed to the local utility companies, the utilities will need utility easements in order to maintain the underground facilities.

Present Situation

In 2012, the U.S. Army transferred ownership of the East and South Vancouver Barracks to the National Park Service at Fort Vancouver National Historic Site. The utility infrastructure in the East Barracks is approximately 100 years old and needs to be replaced in order for the Park Service to redevelop the property. The preferred alternative for the redevelopment is a sustainable campus for public service. A small segment of the utilities have already been replaced so one of the large barracks could be repurposed into the headquarters for the Gifford-Pinchot National Forest.

In order to replace the electrical and communications portion of the utilities, the Park Service needs a temporary access and construction easement across City-owned property on the eastside of Fort Vancouver Way from the traffic circle at Evergreen north to the south side of the alley behind Officers Row. The facilities will be installed underground. Once installed, the National Parks Service will convey the electrical and communications facilities to Clark Public Utilities, Comcast and Century Link. Those utility companies will require permanent, nonexclusive easement rights in order to maintain their respective utility infrastructure. Redevelopment of the East Barracks contributes to the overall development of the Vancouver National Historic Reserve which the City is a partner in.

Advantage(s)

Allows the National Park Service to continue to adaptively reuse their property in the East Barracks.

Disadvantage(s)

None

Budget Impact

None

Action Requested

Authorize the City Manager or designee to grant a Temporary Access and Construction Easement to the National Park Service at Fort Vancouver National Historic Site and, once the utilities are installed and conveyed to utility providers, to grant the respective utility companies permanent utility easements within the easement area described in the attached Temporary Access and Construction Easement, Exhibit A, and shown in Exhibit B.

Jan Bader, Program and Policy Development Manager, 487-8606

ATTACHMENTS:

- ▢ Access and Construction Easement
- ▢ Exhibit A
- ▢ Exhibit B

When Recorded Return To:

City of Vancouver, City Clerk's Office
P.O. Box 1995
Vancouver, WA 98668-1995

Title of Document: Easement
Grantor(s): City of Vancouver
Grantee: U.S. National Park Service
Assessor's Parcel ID: 38279911

TEMPORARY ACCESS AND CONSTRUCTION EASEMENT AGREEMENT

The Grantor, City of Vancouver, a municipal corporation of the state of Washington, in consideration of the mutual benefits hereby acknowledged, does grant and convey to the National Park Service, a bureau of the United States Department of the Interior (the "Grantee"), a temporary access and construction easement, together with the right of ingress and egress, for the purpose of installing underground electrical and communication lines, facilities and appurtenances ("Electrical Facilities"), on, over, under and across the property in Clark County, Washington, described as follows:

Parcel Number: 38279911

1st Line of Legal: Ptn. of #3-A #6-A #9 #16 #17 US Military Reservation

LEGAL DESCRIPTION OF EASEMENT- see Exhibit "A" attached

EASEMENT AGREEMENT - 1

MAP - see Exhibit "B" attached

In the event of a conflict between Exhibit "A" and Exhibit "B," the description in Exhibit "A" shall control.

This temporary access and construction easement is subject to the following terms and conditions:

1. Grantee, its agents or contractors shall restore the easement area herein conveyed to a condition as good as or better than existed prior to construction, and will not cause any unnecessary damage or commit any waste upon the above-described premises.
2. Grantee agrees its Electrical Facilities shall be buried at a depth of not less than thirty-six (36) inches. Grantee agrees to properly locate all other utilities in or near the easement area and to ensure safe vertical separation from all other utilities of Grantor and others.
3. Grantee shall be responsible for its costs to construct and install the Electrical Facilities and for obtaining any and all governmental permits and approvals which may be necessary. Grantee will provide Grantor written notice 48 hours before commencing construction in the easement area.
4. Every reasonable effort shall be made to protect and preserve archaeological resources affected by the installation of Electrical Facilities. Grantee's work must meet the archaeological provisions of VMC 20.710. If any archaeological deposits are found during installation, work shall stop and the City of Vancouver's Community & Economic Development and the Washington State Department of Archaeology and Historic Preservation shall be notified.
5. TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS GRANTOR FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN

EASEMENT AGREEMENT - 2

WHOLE OR IN PART) THIS EASEMENT AND/OR GRANTEE'S OR ITS CONTRACTOR'S INSTALLATION OF ELECTRICAL FACILITIES ON GRANTOR'S PROPERTY.

6. In no way shall this grant of easement be considered to give Grantee exclusive rights to the real property described herein.

7. This temporary access and construction easement will terminate upon completion of installation of all Electrical Facilities and restoration of the easement area, or on January 1, 2020, whichever occurs first.

DATED this _____ day of _____, 2019.

GRANTOR CITY OF VANCOUVER

By: _____
Eric Holmes
City Manager

By: _____
Natasha Ramras, Chief Financial Officer
Carrie Lewellen, City Clerk

Approved as to form:

E. Bronson Potter, City Attorney

GRANTEE U.S. NATIONAL PARK SERVICE

By: _____
XXXXXX
XXXXXX

EASEMENT AGREEMENT - 3

By: _____

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that _____ signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of the National Park Service to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this _____ day of _____, 2019.

NOTARY PUBLIC for Washington
Residing in _____
My Commission Expires: _____

STATE OF WASHINGTON)
) ss.
County of Clark)

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this _____ day of _____, 2019.

NOTARY PUBLIC for Washington
Residing in _____
My Commission Expires: _____

STATE OF WASHINGTON)
EASEMENT AGREEMENT - 5

County of Clark) ss.
)

I certify that I know or have satisfactory evidence that Carrie Lewellen signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the City Clerk of the City of Vancouver to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this _____ day of _____, 2019.

NOTARY PUBLIC for Washington
Residing in _____
My Commission Expires: _____

Attachments:

Exhibit “A” - Legal Description of Easement
Exhibit “B” – Map
Exhibit “C”- Legal Description of Parcel

EXHIBIT 'A'
CLARK PUBLIC UTILITIES EASEMENT
CITY OF VANCOUVER
LEGAL DESCRIPTION
March 22, 2019

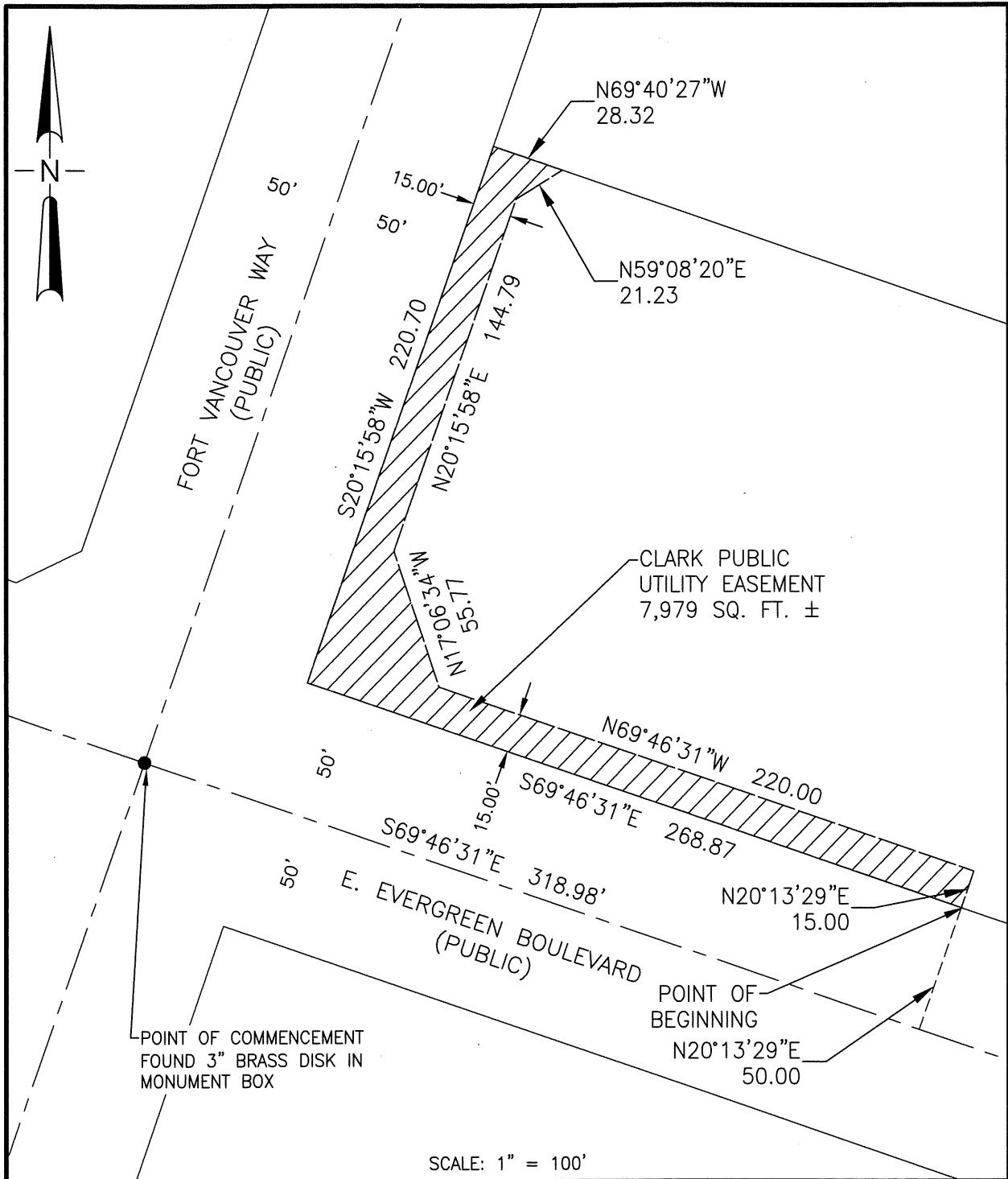
A tract of land in the City of Vancouver, Clark County, Washington, lying in the East Half of Section 27, Township 2 North, Range 1 East of the Willamette Meridian, being more particularly described as follows:

Commencing at a found 3" Brass Disk in a monument box at the centerline-centerline intersection of Fort Vancouver Way and E. Evergreen Boulevard; thence along said centerline of said E. Evergreen Boulevard South $69^{\circ}46'31''$ East a distance of 318.98 feet; thence leaving said centerline North $20^{\circ}13'29''$ East a distance of 50.00 feet to the Northerly right of way line of said E. Evergreen Boulevard and the **Point of Beginning**; thence leaving said northerly right of way line North $20^{\circ}13'29''$ East a distance of 15.00 feet; thence parallel with and 15.00 feet north of said northerly right of way line, when measured perpendicularly thereto, North $69^{\circ}46'31''$ West a distance of 220.00 feet; thence North $17^{\circ}06'34''$ West a distance of 55.77 feet to a point that is 15.00 feet east of the easterly right of way line of said Fort Vancouver Way, when measured perpendicularly thereto; thence parallel with and 15.00 feet east of said right of way line, when measured perpendicularly thereto, North $20^{\circ}15'58''$ East a distance of 144.79 feet; thence North $59^{\circ}08'20''$ East a distance of 21.23 feet to a point on the north line of a tract of land defined as "Parcel B" in a Survey recorded in Book 15, Page 82, Clark County Survey Records; thence along said north line North $69^{\circ}40'27''$ West a distance of 28.32 feet to a point on said easterly right of way line; thence along said easterly right of way line South $20^{\circ}15'58''$ West a distance of 220.70 feet to said northerly right of way line; thence along said northerly right of way line South $69^{\circ}46'31''$ East a distance of 268.87 feet to the **Point of Beginning**.

The area to which this description applies is 7,979 square feet, more or less.

Bearings are based on NAD 83 Washington South Zone.





**Clark
Public
Utilities**

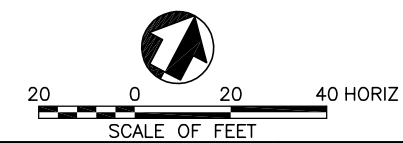
**EXHIBIT B
CLARK PUBLIC
UTILITY EASEMENT
E1/2 S27 T2N R1E**

DATE
03/22/2019

DRAWN BY
DAC

CHECKED BY
JMY

Otak
808 SW 3rd Ave., Ste. 300
Portland, Oregon 97204
Phone: (503) 287-6825
www.otak.com
project: 18087



DESIGNED: P HYMAS	SUB SHEET NO. XX	TITLE OF SHEET ELECTRICAL EASEMENT FORT VANCOUVER NATIONAL HISTORIC SITE	DRAWING NO. 389
 S REITER			134739
TECH. REVIEW:			PMIS/PKG NO. 174966
T KRAFT			SHEET
DATE: 3/22/2019			XX OF 75



Staff Report 046-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/8/2019
4/15/2019

SUBJECT Continuation of a temporary moratorium on the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area

Key Points

- State law allows cities and counties to place temporary moratoria on particular uses for up to six months while studies are conducted related to such uses and how they should be regulated. State law allows cities to extend existing moratoria for the same reasons.
- On June 5, 2017, City Council adopted Ordinance M-4201 placing an emergency 6-month moratorium on the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area.
- On November 20, 2017, City Council adopted Ordinance M-4221 continuing the temporary moratorium on the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area.
- On May 14, 2018, City Council adopted Ordinance M-4230 continuing the temporary moratorium on the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area.
- On November 5, 2018, City Council adopted Ordinance M-4243 continuing the temporary moratorium on the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area.
- Staff has initiated a subarea planning process for the Heights District, which includes the Tower Mall area. Extension of the moratorium will ensure that future development aligns with the vision articulated in the forthcoming plan.

Strategic Plan Alignment

Goal 8: Strengthen commercial, retail and community districts throughout the city.

Goal 8, Objective 8.2: Strengthen neighborhood business districts.

Present Situation

The Heights District Subarea is identified as a future urban center in the City of Vancouver Comprehensive Plan. In order to establish a vision for the area and guide its future growth and development, the City of Vancouver is undertaking a subarea planning process for the Heights District. In June 2017, the Vancouver City Council approved the purchase of an 11.83-acre parcel known as the Tower Mall site. Following the purchase of the property, Council adopted a six-month development moratorium for the site and adjacent properties in the Tower Mall area, and has adopted three subsequent ordinances continuing the temporary moratorium, in November 2017, May 2018 and November 2018. This temporary moratorium prohibits the acceptance and processing of applications for permits for the development of new structures, the expansion of existing structures, or subdivisions in the Tower Mall area.

After purchase of the Tower Mall site in May 2017, the City initiated a subarea planning process for the 228-acre Heights District. Over the last nearly two years, City staff and a consultant team have conducted extensive public outreach on the future of the Heights District, including one-on-one meetings, focus groups, group presentations, large public open houses, and online surveys. Staff have heard from a variety of stakeholders, including neighborhood associations, property owners, residents, Vancouver Public Schools, C-TRAN, the faith community, social service providers, non-profit organizations, and a 20-member Community Advisory Committee that meets monthly and helps guide project decision-making.

In addition to public outreach, the project team has completed a detailed technical analysis of existing land use, transportation, and environmental conditions, as well as a feasibility study to determine what future uses and development typologies the market will support. Information gathered through the public outreach process, technical analysis, and market study informed the development of conceptual redevelopment alternatives for the Tower Mall Area, which were presented to the public in fall 2018 for input and feedback. Based on this public engagement and guided by the project goals, a draft Heights District Plan and redevelopment concept for the Tower Mall area is being developed, and will be available for public review starting in April 2019. The draft plan responds to public input that highlights the need for programmable open space, safer mobility and increased connectivity, a variety of housing types, and amenities that encourage community integration and support health, equity and wellness.

Continuation of the moratorium allows staff the time to complete the subarea planning process for the area that is currently underway and is anticipated to be completed in Fall of 2019. A continuation of the temporary moratorium is necessary to ensure that future development aligns with the vision articulated in the forthcoming plan.

Advantage(s)

1. Allows the City time to develop a subarea plan for the Tower Mall area; amendments to Title 20; and conduct the required environmental review process.
2. Allows time for a public process to participate in the subarea plan development and review on and comment on any proposed changes to land use regulations and environmental

review.

3. Avoids applications for uses that would conflict with the achievement of the long-range vision for this area that will be defined by the subarea plan.

Disadvantage(s)

Prohibits the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area.

Budget Impact

None.

Prior Council Review

1. June 5, 2017 Adoption of moratorium
2. July 10, 2017 First reading, Review of moratorium ordinance and additional findings of fact in support of the ordinance
3. July 17, 2017 Public Hearing, Adoption of moratorium with additional findings of fact
4. Nov. 13, 2017 First reading, Review of ordinance to continue moratorium
5. Nov. 20, 2017 Adoption of ordinance to continue moratorium
6. May 7, 2018 First reading, Review of ordinance to continue moratorium
7. May 14, 2018 Adoption of ordinance to continue moratorium
8. Oct. 22, 2018 First reading, Review of ordinance to continue moratorium
9. Nov. 5, 2018, Adoption of ordinance to continue moratorium

Action Requested

On April 8, 2019, approve ordinance on first reading, setting date of second reading and public hearing for April 15, 2019.

Rebecca Kennedy, Long Range Planning Manager, 487-7896; Bronson Potter, City Attorney, 487-8521

ATTACHMENTS:

- ▢ Ordinance

04/08/19
04/15/19

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

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

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

ORDINANCE - 2

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

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

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

Read the first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read the second time:

Passed by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2019.

Anne McEnerny-Ogle, Mayor

Attest:

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

Approved as to form:

E. Bronson Potter, City Attorney

SUMMARY

ORDINANCE NO. _____

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

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

VOUCHER APPROVAL

We, the undersigned council members of the City of Vancouver, Clark County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers listed below are approved for payment in the amount of:

\$ **2,298,755.58** this 8th day of April 2019.

MAYOR

COUNCILMEMBER



AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
March 26 - April 1	Accounts Payable Checks (see attached)	\$ 2,228,958.61
March 26 - April 1	Visa Refunds (see attached)	\$ 3,158.80
March 26 - April 1	Payroll Checks (see attached)	\$ 66,638.17
TOTAL		\$ 2,298,755.58

INVOICE PAYMENTS REPORT

Check No.	Check Date	Amount	Vendor Name	Description
120419	26-Mar-2019	7,696.20	BANK OF AMERICA	***WIRE*** 06 2019 PAYROLL HSA - EE
120420	26-Mar-2019	805,420.30	INTERNAL REVENUE SERVICE	***WIRE*** 06 2019 PAYROLL TAXES; FEDERAL W/H
120421	27-Mar-2019	18,868.80	STATE OF OREGON	***WIRE*** 06 2019 PAYROLL TAXES; OREGON WITHHOLDING
120422	27-Mar-2019	254,575.83	WASHINGTON STATE DEPT REVENUE	***WIRE*** EXCISE/SALE TAX COMBINED RETURN ~ FEBRUARY
120423	27-Mar-2019	13,080.57	WASHINGTON STATE DEPT REVENUE	***WIRE*** USE TAX FOR THE PERIOD OF FEB-2019
120424	28-Mar-2019	54.00	STATE OF WASHINGTON	***WIRE*** 19MAR - WA STATE CPL FEE - 3 APPLICANTS - VPD
120425	29-Mar-2019	720,875.64	STATE OF WASHINGTON	***WIRE*** 06 2019 PERS/LEOFF
120426	28-Mar-2019	26,749.47	GALLAGHER BASSETT SERVICES INC	***WIRE*** WC TPA GALLAGHER BASSET SDR FUNDING NOTICE - MESSAGE ID 45477940
120427	29-Mar-2019	3,779.71	ACTIVE NETWORK INC	***WIRE*** ACTIVENET FEES - 3/18/19-3/28/19 - TREASURY
601151	27-Mar-2019	25.00	'JODIE SHARP	REF PKG CIT 7201205852
601152	27-Mar-2019	12,764.60	ADVANCED POOL COATINGS	FIRSTENBURG POOL - RETAINAGE RELEASE
601153	27-Mar-2019	18.00	Ahn, Charlie H	REIMBURSE EMPLOYEE FOR OUT OF POCKET EXPENSES
601154	27-Mar-2019	59.45	ALICYN MOLYNEUX	REF STAYS
601155	27-Mar-2019	280.42	ALLEGIANCE BENEFIT PLAN MGMT	GROUP 0010552 - RETIRED LEOFF 1 POLICE MEDICAL CLAIMS
601156	27-Mar-2019	360.00	APPLE INC	REF MISC
601157	27-Mar-2019	57.09	AREA HEATING & COOLING INC	REFUND ON PERMIT MPE-258490
601158	27-Mar-2019	225.00	Arvidson, Jay Tanner	BOOT REIMBURSEMENT
601159	27-Mar-2019	25.00	ASHLEY K MEYER	REF PKG CIT 7201205895
601160	27-Mar-2019	1,080.00	AUTOMATIC FIRE SPRINKLERS INC	REF BUS LIC
601161	27-Mar-2019	40.00	BETHANY LARDER	REF OVERPMT PKG CIT 7200901647
601162	27-Mar-2019	928.64	BLACK BUTTE RANCH RFPD	ACCR18 - PAT ID 131812674 - CLAIM 032219BBR - 08/25/17 MEDICAL SERVICES - ALLISON/CHRISTOPHER WILLIAMS - GOV BOARD APPROVED - HR
601163	27-Mar-2019	29.87	Blocker, Jude J	JANUARY, FEBRUARY, MARCH MILEAGE
601164	27-Mar-2019	601.62	BOBS SEPTIC SERVICE	SCIP CONTRACTOR PMT- COWING (6408 NE 66TH AVE)
601165	27-Mar-2019	40.00	BRIAN KIRKWOOD	REF ALARM
601166	27-Mar-2019	25.00	BROER & PASSANNANTE	REF PKG CIT 7201701309
601167	27-Mar-2019	187.96	Brum, Teresa L	WEDA, ATTEND WINTER CONFERENCE POST TRAVEL
601168	27-Mar-2019	46.00	CALISTA REAL ESTATE LLC	REF CIVICGOV
601169	27-Mar-2019	135.90	Callahan, Loretta S	REGULAR WORK DUTIES - PERSONAL CAR
601170	27-Mar-2019	50.00	CANDACE HUMBLE	REF OVERPMT PKG CIT 7200213578
601171	27-Mar-2019	501.30	Cary, Michelle Jean	2019 ICC TRAINING - LEAVENWORTH
601172	27-Mar-2019	18.00	Catton, Gregory J. (Greg)	REIMBURSE EMPLOYEE FOR OUT OF POCKET EXPENSES
601173	27-Mar-2019	13,008.31	CITY OF VANCOUVER ADVANCE TRAVEL	REIMBURSE ADVANCE TRAVEL FUND
601174	27-Mar-2019	1,560.75	CITY OF VANCOUVER POLICE TRAVEL FUND	TO REIMB. CHECKS WRITTEN AGAINST POLICE TRAVEL ADVANCE FUNDS.
601175	27-Mar-2019	6,339.25	CITY OF VANCOUVER POLICE TRAVEL FUND	TO REIMB. CHECKS WRITTEN AGAINST POLICE TRAVEL ADVANCE FUNDS.
601176	27-Mar-2019	1,603.60	CLARK COUNTY	JURY REIMB WE 1/4/19 AND 2/1/19
601177	27-Mar-2019	1,400.00	CLARK COUNTY TITLE CO	RECONVEYANCE FOR: STUTESMAN; GRASER; MCCLOUD; JONES; JACKSON; MOORE; BONNEY
601178	27-Mar-2019	605.34	COLUMBIA RESOURCE COMPANY	ACCT 130628 - 19FEB - DISPOSAL FEE CODE COMPLIANCE COUPONS AND ABANDONED VEHICLES - SOLID WASTE

INVOICE PAYMENTS REPORT

Check No.	Check Date	Amount	Vendor Name	Description
601179	27-Mar-2019	434.73	COMCAST CABLE COMMUNICATIONS	SUMMARY: MAR/APR INTERNET SERVICE MULTIPLE LOCATIONS
601181				
601182	27-Mar-2019	1,100.00	COMFORT SUITES	REF BUS LIC
601183	27-Mar-2019	20,621.25	COUNCIL FOR THE HOMELESS	PROJ 2018 CDBG 414834 - HOUSING SOLUTIONS CENTER - 19FEB - CDBG FUNDING
601184	27-Mar-2019	60.00	Coval, Carter Thomas	FLAMMABLE LIQUID EMERGENCIES TRANSPORTED BY RAIL - PUEBLO CO
601185	27-Mar-2019	395.00	DANK CANNABIS	REF BUS LIC
601186	27-Mar-2019	73.09	DARLEEN FITI	REF STAYS
601187	27-Mar-2019	25.00	DAVID GREGERSON	REF OVERPMT PKG CIT 7201205428
601188	27-Mar-2019	14.90	DAVID JACKSON	REF 600 SCIP LOAN
601189	27-Mar-2019	722.55	Donald, Glenn A.	2019 PLS CONTINUING ED
601190	27-Mar-2019	159.56	EAGLE WEB PRESS	JOB 92364 - MESSENGER INSERTS/MAIL PROCESSING - ADDL POSTAGE DUE - 19FEB - MEDIA SERVICES
601191	27-Mar-2019	1,842.80	EK PLUMBING INC	SCIP CONTRACTOR PMT- COWING (6408 NE 66TH AVE)
601192	27-Mar-2019	10,755.69	EVERGREEN HABITAT FOR HUMANITY	PROJ 221107 - MCKIBBIN COMMONS HOMES - 19JAN-19FEB - AFFORDABLE HOUSING FUND
601193	27-Mar-2019	236.14	FEDERAL EXPRESS CORP	ACCT 1029-9105-2 19MAR SHIPPING CHARGES OPS
601194	27-Mar-2019	7,068.41	FIRE MOUNTAIN FARMS INC	2017 QUOTE 4 LAGOON SOLIDS - 2018 EXTENSION - RETAINAGE RELEASE
601195	27-Mar-2019	43.50	Floyd, Rodney G	EMS PROJECTS NO POOL CAR
601195	27-Mar-2019	66.00	Floyd, Rodney G	EMS STATE OF THE SCIENCE XXI - DALLAS TX
601196	27-Mar-2019	25.00	FRED W RYAN	REF PKG CIT 7201901139
601197	27-Mar-2019	119.39	French, Bradley Joseph	BOOT REIMBURSEMENT FOR BRAD FRENCH
601198	27-Mar-2019	40.69	FRONTIER COMMUNICATIONS	ACCT 253-014-7406-041100-5 - 2/20/19-3/19/19 - FISHER WATER PUMP STATION - OPS CENTER
601199	27-Mar-2019	55.20	GARRETT SIGN CO INC	REFUND PERMIT CMI-258337
601200	27-Mar-2019	7,046.00	GRANTANALYST.COM LLC	5/1/19 - 4/30/20 SUBSCRIPTION
601201	27-Mar-2019	4,583.33	GREATER VANCOUVER CHAMBER OF	PROJ 2018 CDBG 414840 - SMALL BUSINESS ASSISTANCE PROGRAM - 19FEB - CDBG FUNDING
601202	27-Mar-2019	21.33	Hankins, Matthew James Philip	MILES TO AND FROM STATIONS
601203	27-Mar-2019	25.00	HARPER HOUF PETERSON RIGHELLIS INC	REF PKG CIT 7200813196
601204	27-Mar-2019	96.28	Hoffman, Ronald Dale	CHECKING FCC AND MCC
601205	27-Mar-2019	149.94	Honomichi, Joshua M (Josh)	CERTIFICATION & LICENSE REIMBURSEMENT
601206	27-Mar-2019	35.75	Hoover, Matthew E.T. (Matt)	IPMBA POLICE CYCLIST COURSE
601207	27-Mar-2019	40.00	HUDSONS BAY MEDICAL GROUP PS INC	LIABILITY CLAIM MEDICAL RECORDS - HUDSONS BAY MEDICAL GRP - J SANDERS - 02/27/19 - RISK
601208	27-Mar-2019	15.32	ILANA BROWN	REF PKG PERMIT COV06963
601209	27-Mar-2019	8.38	JOHN GRASER	REF 600 SCIP LOAN
601210	27-Mar-2019	536.00	JOHN JESKIE	MEAL REIMBURSEMENT DURING BLEEA TRAINING DURING WINTER STORM
601211	27-Mar-2019	25.00	JOHN SOMARKIS	REF PKG CIT 7201901159
601212	27-Mar-2019	25.00	JOHNSON BOXPBY & ASSOCIATES	REF PKG CIT 7201901021
601213	27-Mar-2019	75.52	Jorgenson, Andrew James	2019 FIRE INVESTIGATION TRAINING PROGRAM - SEATTLE WA
601214	27-Mar-2019	232.87	Juve, Gene L	\$259.87

INVOICE PAYMENTS REPORT

Check No.	Check Date	Amount	Vendor Name	Description
601215	27-Mar-2019	20.00	KATHY/ROY MOORE	REF ALARM
601216	27-Mar-2019	70.00	KAY WARREN	REF ALARM
601217	27-Mar-2019	162.74	Kirby, Kyle J	FLAMMABLE LIQUID EMERG TRANSP BY RAIL- PUEBLO CO
601218	27-Mar-2019	25.00	KRISTINE A MARLOW	REF OVERPMT PKG CIT 7201205438
601219	27-Mar-2019	27.84	Krohling, Karen K	MILEAGE
601220	27-Mar-2019	197.20	Lofton, Lee T	LABOR LAW AND ARBITRATION CONFERENCE
601221	27-Mar-2019	48.76	MARC DEVELLE	REF STAYS
601222	27-Mar-2019	10.52	MARION STUTESMAN	REF 600 SCIP LOAN
601223	27-Mar-2019	20.00	MATTHEW/DEBBIE MAHONEY	REF ALARM
601224	27-Mar-2019	10.00	McEnerny-Ogle, Anne M	POST TRAVEL - NLC, MARCH 2019
601225	27-Mar-2019	215.00	METTONA CHHEAP	REF BUS LIC
601226	27-Mar-2019	25.00	MICHAEL BEHRMAN	REF OVERPMT PKG 7201700758
601227	27-Mar-2019	42.44	MICHAEL BONNEY	REF 600 SCIP LOAN
601228	27-Mar-2019	66.00	Milano, Robert Dean	EMS STATE OF THE SCIENCE XXI - DALLAS TX
601229	27-Mar-2019	56.03	MILL PLAIN ELECTRIC INC	REFUND ON PERMIT MPE-249286
601230	27-Mar-2019	28,963.80	MISCELLANEOUS	SUMMARY: MISC CITY REFUNDS
601327				
601328	27-Mar-2019	50.00	MOD PIZZA	REF ALARM
601329	27-Mar-2019	1,233.38	MOTUS RECRUITING & STAFFING INTL	NOTO KELLY - W/E 03/24/19 - PAYROLL WORK DAY PROJ
601330	27-Mar-2019	85.75	Musser, Holly Nicole	IPMBA TRAINING COURSE
601331	27-Mar-2019	20.00	NANCI C PRIMLEY-STENSHOEL	REF ALARM
601332	27-Mar-2019	13.35	NATHAN TORISTOJA	REF STAYS
601333	27-Mar-2019	6,444.38	NORTHWEST SITEWORKS INC	SCIP CONTRACTOR PMT- COWING (6408 NE 66TH AVE)
601334	27-Mar-2019	16,218.09	NORTHWEST STAFFING RESOURCES	3/17/2019 - CITY WIDE TEMPORARY SERVICES
601335	27-Mar-2019	5,625.07	NW NATURAL	SUMMARY: GAS USAGE FEB/MAR - MULTIPLE LOCATIONS
601336	27-Mar-2019	50.00	ORIELLY AUTO SUPPLY #2814	REF ALARM
601337	27-Mar-2019	5.62	PATRICIA J GRIFFITH	REF 600 SCIP LOAN
601338	27-Mar-2019	36.34	PETTY CASH CUSTODIAN	FOOD- OPEN HOUSE MCLOUGHLIN MIDDLE
601338	27-Mar-2019	16.89	PETTY CASH CUSTODIAN	LUNCH-CED DIVISION COORDINATOR
601338	27-Mar-2019	27.00	PETTY CASH CUSTODIAN	PARKING- REGIONAL MTG
601338	27-Mar-2019	10.00	PETTY CASH CUSTODIAN	TRIMET TICKET
601339	27-Mar-2019	22.04	Porter, Brooke K	JAN, FEB & MARCH 2019 MILEAGE REIMBURSEMENT
601340	27-Mar-2019	359.45	PROFESSIONAL CREDIT SERVICE	SUMMARY: MISC REFUNDS
601341	27-Mar-2019	708.23	QWEST CORP DBA CENTURY LINK	PDX LINES CITYWIDE
601342	27-Mar-2019	814.16	QWEST CORP DBA CENTURY LINK	ACCOUNT # 83755295 - 2/12/19 - 3/11/19 - CURRENT CHARGES - IT
601343	27-Mar-2019	10,413.18	QWEST CORP DBA CENTURY LINK	CITYWIDE PHONE LINES
601344	27-Mar-2019	45.30	Rau, Lorraine	SWMN
601344	27-Mar-2019	134.91	Rau, Lorraine	SWMN/FIELDSCOPE
601345	27-Mar-2019	84.75	Riedel, Brandon D	BLEA
601346	27-Mar-2019	8.67	ROBERT MOORE	REF 600 SCIP LOAN
601347	27-Mar-2019	81.78	Rose, Gretchen M	WAPA/WSDOT CONFERENCE
601348	27-Mar-2019	364.04	Roth, Nicollette R	TRAINING - APWA PUBLIC WORKS ESSENTIALS
601349	27-Mar-2019	276.00	ROTSCHY INC	CLIENT 59: FILL CLASS S, VAC TRUCK DUMP - WATER
601350	27-Mar-2019	48.00	S&S MART	REF CIVICGOV
601351	27-Mar-2019	25.50	Schwartz, Todd K	TO REIMBURSE TODD FOR OUT OF POCKET EXPENSES.

INVOICE PAYMENTS REPORT

Check No.	Check Date	Amount	Vendor Name	Description
601352	27-Mar-2019	18,232.76	SCI INFRASTRUCTURE LLC	EVERGREEN/SR14 WATER MAIN REHABILITATION WITH CIPP - RETAINAGE RELEASE
601353	27-Mar-2019	119,098.34	SHARE INC	PROJ 2017-AHF-221302 - HOUSING CONSORTIUM - 19JAN - CDBG
601354	27-Mar-2019	55.00	SHEFALI LAUD	REF OVERPMT PKG CIT 7200903677
601355	27-Mar-2019	100.00	SHRED-IT USA INC	REF BUS LIC
601356	27-Mar-2019	20.00	SKIPPER BESSETTE	REF ALARM
601357	27-Mar-2019	3,125.00	SOUTHWEST WASHINGTON CHAPTER OF ICC	2018 CONFERENCE - 15 ATTENDEES FOR 25 MEETING DAYS - EARLY REGISTRATION RATE - CED
601358	27-Mar-2019	6,600.00	STATE OF WASHINGTON	FINES FOR LABOR AND INDUSTRIES INSPECTIONS AND
601359	27-Mar-2019	25.00	STEVEN W THAYER PS	REF PKG CIT 7201205535
601359	27-Mar-2019	25.00	STEVEN W THAYER PS	REF PKG CIT 7201801150
601360	27-Mar-2019	60.00	Stober, Ty A	POST TRAVEL NLC MARCH 2019
601361	27-Mar-2019	426.42	Sturbelle, David	HIGHWAY EMERGENCY RESPONSE SPECIALIST - PUEBLO CO
601362	27-Mar-2019	10,852.59	SUMMIT LAW GROUP	SUMMARY: LEGAL SERVICES & NEWSLETTER SUBSCRIPTION - HR/LAW
601363	27-Mar-2019	79.00	THAI LINE IMPORTS	REF CIVICGOV
601364	27-Mar-2019	113.58	Thomas, Jennifer Anne	MILEAGE 1/14-
601365	27-Mar-2019	75.40	Tryon, Megun Rae	TAVEL/MILEAGE
601366	27-Mar-2019	197.08	UNITED PARCEL SERVICE	SUMMARY: 19MAR - SERVICE CHARGE - OPS CENTER/MAILROOM
601368				
601369	27-Mar-2019	20.00	VALARIE/MATTHEW HADWIN	REF ALARM
601370	27-Mar-2019	866.01	VERIZON WIRELESS SERVICES LLC	ACCT 772562790-00001 - CELL PHONES MONTHLY FEE 2/11/19-3/10/19 - FACILITIES
601370	27-Mar-2019	30.04	VERIZON WIRELESS SERVICES LLC	GO CAMERAS 2/11/19-3/10/19 - FACILITIES WIRELESS
601371	27-Mar-2019	417.60	WESTERN STATES FIRE PROTECTION	REFUND FOR PERMIT FRI-254928
601372	27-Mar-2019	2,477.66	WILCOX & FLEGEL	FUEL FOR ENGLISH PIT
601372	27-Mar-2019	1,121.05	WILCOX & FLEGEL	FUEL FOR FIRE STATION #9
601372	27-Mar-2019	21,880.55	WILCOX & FLEGEL	FUEL FOR OPS
601373	27-Mar-2019	25.50	Willis, Micah Jacob	TO REIMBURSE MICAH FOR OUT OF POCKET EXPENSES.
601374	27-Mar-2019	80.00	ZOOMCARE VANCOUVER	REF ALARM
20001473	27-Mar-2019	19,881.58	CITY OF VANCOUVER	SUMMARY: INFOR CITY PAYMENTS
20001474	29-Mar-2019			
	SUBTOTAL	2,228,958.61		
VISA	2-Apr-19	318.40	MISCELLANEOUS	PARKS CLASS REFUNDS - FCC 3-26-19 thru 4-1-19
VISA	2-Apr-19	2,640.40	MISCELLANEOUS	PARKS CLASS REFUNDS - MCC 3-26-19 thru 4-1-19
VISA	2-Apr-19	-	MISCELLANEOUS	PARKS CLASS REFUNDS - SPEC EVENTS 3-26-19 thru 4-1-19
VISA	2-Apr-19	200.00	MISCELLANEOUS	PARKS CLASS REFUNDS - WREC 3-26-19 thru 4-1-19
VISA	SUBTOTAL	3,158.80		
	TOTAL	2,232,117.41		

INVOICE PAYMENTS REPORT

<u>Check No.</u>	<u>Check Date</u>	<u>Amount</u>		<u>Vendor Name</u>	<u>Description</u>
EXCEPTIONS: No exceptions on this report					

City of Vancouver
Payroll Council Report
March 26, 2019 - April 1, 2019

Check No.	Date	Explanation	Amount
6897 - 6912	03/29/19	3 2019 Pension Payroll	\$ 14,924.20
N/A	03/29/19	3 2019 Pension Direct Deposit	\$ 51,713.97

\$ 66,638.17