City Council Meeting Minutes

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

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

March 12, 2018

WORKSHOPS (City Council Chambers)

Councilmembers Turlay, Topper, Stober and Lebowsky absent – No quorum

4:00-4:30 p.m. **SR500/NE 42ND AND NE 54TH STUDY**

Council met with Carley Francis, WSDOT Southwest Region Planning Director

Summary
Washington State Department of Transportation staff provided Council with an overview of a safety study the agency is conducting on the SR500 corridor at NE 42nd and NE 54th avenues.

4:30-5:00 p.m. **STATE LEGISLATIVE WRAP-UP**

Council met with Mark Brown and Brian Enslow, Governmental Affairs Liaisons.

Summary
The City's state governmental affairs liaisons provided Council with a report on the most recent Legislative Session and a status update on the City's legislative priorities.

5:00-5:30 p.m. **PAVEMENT MANAGEMENT PROGRAM UPDATE**

Council met with Ryan Lopossa, Streets & Transportation Manager, and Ryan Miles, Street Operations Program Manager.

Summary
Staff provided Council with an overview of the City's pavement management program. (Ryan Lopossa, 487-7706; Ryan Miles, 487-7708)

5:30-6:00 p.m. **AFFORDABLE HOUSING UPDATE**

Council met with Peggy Sheehan, Community Development Programs Manager.

Summary
Staff provided Council with an update on the status of affordable housing stock and projects in Vancouver. (Peggy Sheehan, 487-7952)

<u>COUNCIL CONSENT AGENDA MEETING</u> (City Council Chambers)

Councilmembers Turlay, Topper, Stober and Lebowsky were absent. There were not enough Councilmembers in attendance to make a quorum. All items originally scheduled for this date were postponed to a future Council agenda.

No citizens were in attendance to testify during the originally scheduled Citizen Forum.

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Anne McEnerny-Ogle, Mayor

Attest:

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

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City Manager's Office
(360) 487-8600 | WA Relay: 711
Amanda.Delapena@cityofvancouver.us

March 19, 2018

WORKSHOPS (City Council Chambers)

Mayor McEnerny-Ogle was absent; Mayor Pro Tem Hansen presided.

5:00-6:00 p.m. **FOURTH PLAIN FORWARD UPDATE**

Council met with Teresa Brum, Economic Development Division Manager, Rebecca Kennedy, Long Range Planning Manager, and Jennifer Campos, Principal Transportation Planner.

Summary

Staff provided Council with an update on the Fourth Plain Forward initiative and an overview of the challenges in the corridor related to pedestrian and bicycle traffic. (Rebecca Kennedy, 487-7896; Jennifer Campos, 487-7728)

COUNCIL DINNER/ADMINISTRATIVE UPDATES

Birch Conference Room – 6:00-6:30/7:00 p.m.

COUNCIL REGULAR MEETING (City Council Chambers)

PLEDGE OF ALLEGIANCE

CALL TO ORDER AND ROLL CALL

The regular meeting of the Vancouver City Council was called to order at 7 p.m. by Mayor Pro Tem Bart Hansen in the Council Chambers of City Hall, 415 W. 6th Street, Vancouver, Washington.

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

Motion by Councilmember Topper, seconded by Councilmember Stober, and carried unanimously to excuse Mayor McEnerny-Ogle.

APPROVAL OF MINUTES OF FEBRUARY 26, 2018

Motion by Councilmember Glover, seconded by Councilmember Turlay, and carried unanimously to approve the meeting minutes of February 26, 2018. Councilmember Topper abstained.

APPROVAL OF MINUTES OF MARCH 5, 2018

Motion by Councilmember Glover, seconded by Councilmember Lebowsky, and carried unanimously to approve the meeting minutes of March 5, 2018. Councilmember Topper abstained.

CITIZEN COMMUNICATION (ITEMS 1-8)

Mayor Pro Tem Hansen opened Citizen Communication and, receiving no testimony, closed Citizen Communication.

CONSENT AGENDA (ITEMS 1-8)

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

1. APPROVAL OF EASTPOINTE PHASE 2 SUBDIVISION FINAL PLAT
(Staff Report 028-18)

Summary
Eastpointe (formally Kia), a 142-lot subdivision for attached single-family residential dwellings, was approved by the City Land Use Hearing Examiner on June 10, 2009, subject to conditions of approval. A post decision review to reduce the size of the subdivision to a 106-lot, two-phase subdivision for detached single-family residential dwellings was approved by staff on August 25, 2016. Phase 2 consists of 59 lots. The applicant has complied with the conditions of approval of the original decision and the post decision review and constructed the required street and utility improvements to City standards.

Motion approved the Eastpointe Phase 2 Subdivision final plat. *(Patti McEllrath, Senior Planner, 487-7893)*

2. BID AWARD FOR E3A-1 SEWER REHABILITATION - CIPP, PER BID #18-2
(Staff Report 029-18)

Summary
This project will rehabilitate approximately 2,374 linear feet of existing sanitary sewer main and approximately 3,058 linear feet of existing 10-inch sanitary sewer main using the trenchless process of Cure-In-Place-Pipe (CIPP).

On February 20, 2018, the City received 3 bids for the subject project. The bids ranged between $238,380.00 and $535,000. After the bids were opened, the low bidder realized that there was a fatal *error in their bid and requested to withdraw it. The City reviewed the request and determined that withdrawing the bid would be in the best interest of the City and the contractor. The bids are as follows:*

SUMMARY OF BIDS	
BIDDER	***AMOUNT***
Michels Corportation, Salem, OR	*$526,741.62*
Iron Horse, LLC, Farview, OR	*$534,829.34*
Insituform Technologies, LLC, Chesterfield, MO	*withdrawn*
Engineers' Estimate	*$530,000*

There is a minimum apprenticeship goal of 3% of the utilized labor hours for this project. Michels anticipates having approximately 1,000 onsite man-hours for the project. To meet the apprenticeship goal Michels will supplement its onsite installation crew with one (1) apprenticeship laborer. It is anticipated that this will provide well over the minimum 3% goal.

Motion awarded a contract for the E3A-1 Sewer Rehabilitation - CIPP project to the lowest responsive and responsible bidder and authorized the City Manager or designee to sign a contract with Michels Corporation of Salem, Oregon, at their bid price of $526,741.62, which includes Washington State sales tax. *(Sheryl Hale, Senior Engineering Supervisor, 487-7151)*

3. APPROVAL OF AFFORDABLE HOUSING FUND HOMELESSNESS PREVENTION CONTRACT
(Staff Report 030-18)

Summary
Vancouver residents approved a housing levy in November 2016. The 2017 Allocation Plan for Affordable Housing Funding makes $1.21 million available for homeless prevention rental assistance and services. These funds may be used for security deposits, rental assistance, utilities in conjunction with rental assistance, and services to increase self-sufficiency. A Request for Proposals was issued in October 2017. The City received 8 applications totaling $2,424,945. The top two applications were recommended for funding by the review committee.

- *The Vancouver Housing Authority project will provide assistance to families referred from the Vancouver or Evergreen School District and Medicaid Health Home Program who are on the waiting list for Section 8 vouchers. Households may receive up to 12 months of assistance. After assistance ends, if available, families will be moved to the voucher program. Existing VHA resident services will be available to program participants. The 2017 funding will serve an estimated 33 households.*

- *The Council for the Homeless Consortium project will provide assistance ranging from one-time move-in costs to ongoing housing subsidy up to 12 months. The Consortium consists of Council for the Homeless, Share, St. Vincent de Paul, Janus Youth, Impact NW, Volunteer Lawyers Network, Clark College, and Columbia River Mental Health Services. The latter three organizations will not provide housing assistance but will be engaged in outreach/referrals, and the Volunteer Lawyers network will also work with participants to reduce barriers to housing.*

The funding will expand on the existing programs of each of the agencies. The main access point will be through the Housing Solutions Center. The 2017 funding will serve an estimated 190 households. The application was for $1.21 million. The committee is recommending funding for this project be split between 2017 and 2018, with $960,000 awarded from the 2017 AHF Allocation Plan, and the remaining $250,000 to be included in the 2018 AHF Allocation Plan, subject to the project's success. The contract is being negotiated and will be brought forward for Council consideration at a later date.

Motion authorized the City Manager or designee to execute the 2017 Affordable Housing Fund Homelessness Prevention contract awarded to the Vancouver Housing Authority. *(Peggy Sheehan, Community Development Program Manager, 487-7952)*

4. AWARD OF CONTRACTS FOR THE SUPPLY AND DELIVERY OF LEAD-FREE BRASS WATER FITTINGS, PER ITB #18-01
(Staff Report 031-18)

Summary
The City is responsible for maintaining the City's water supply system. There is an on-going need for lead-free brass water fittings for the replacement of worn-out water system components and parts. Properly functioning water systems are essential to ensure public safety and reduce City liability. Having a contract ensures a consistent and reliable supply of the needed materials at competitive pricing.

On February 20, 2018, the City received four (4) bids for the subject materials. Three of the bids were responsive and one was deemed non-responsive. The winning bids are received as follow.

*0B**SUMMARY OF BIDS***		
BIDDER	***Schedule***	***EST. ANNUAL AMOUNT***
H.D. Fowler, Vancouver, WA	*A- Ford & AY McDonald lead-free brass water fittings*	*$119,637.34*
Consolidated Supply, Tigard, OR	*B – Smith Cooper NL lead-free brass water fittings*	*$ 3,695.72*
Ferguson Waterworks, Vancouver, WA	*C- percentage discount off of manufacturer's current published price list of products outside Schedules A & B*	*27%*
Core & Main, Vancouver, WA		*Non - Responsive*

It is the City's intent to award a contract for a maximum of five (5) years to each of the above Contractors. The maximum term for this contract is five (5) years.

Motion authorized the City Manager or his designee to award contracts and approve purchases for Public Works for the supply and delivery of lead-free brass water fittings to H.D. Fowler Company of Vancouver, WA, for Schedule A items at $119,637.34 per year including Washington sales tax; Consolidated Supply Co. of Tigard, OR, for Schedule B items at $3,695.72 per year including Washington sales tax; and Ferguson Waterworks of Vancouver, WA, at a 27% discount off of manufacturers' published price lists on optional items outside of Schedules A & B, for a total estimated contract amount of $630,000 over the five-year contract period. *(Tim Brace, Water Operations Superintendent, 487-8275)*

5. Approval of One-Year Health Insurance Stop Loss Policy with ReliaStar Life Insurance Company
(Staff Report 032-18)

Summary
Council authorized the creation of the Joint Self Insurance Health Care Benefit Program (City of Vancouver and Vancouver Housing Authority) effective January 1, 2015, in an effort to address rising health care costs. The City purchases stop loss coverage each year to protect itself in the event an employee or their dependent's health costs exceed certain levels under the self-insured plan. During 2017, the City solicited bids for stop loss coverage and ReliaStar Life Insurance's Company was the successful bidder.

City staff worked with its broker, USI, Inc., to seek stop loss coverage for its self-insured health benefits program. ReliaStar was the successful bidder; however, the parties have only recently finalized the necessary documents. The City received a confirmation letter from ReliaStar whereby the company agrees to cover all eligible Stop Loss claims from the effective date of the policy even though the Policy is just now being brought to Council for approval. Council approval is needed to provide payment on the premium for the policy.

Motion approved the Health Insurance Stop Loss policy with ReliaStar Life Insurance. *(Cleve Brooks, Human Resources Director, 487-8408)*

6. Collective Bargaining Agreement with the OPEIU Local 11
(Staff Report 033-18)

Summary
The labor agreement between the City and the OPEIU Local 11 bargaining unit expired on December 31, 2017. The parties were able to work through a collaborative process and consensual decision-making on many of the provisions for a new three-year agreement. The labor agreement is being brought to Council for approval.

Key Points:
- *New three-year collective bargaining agreement effective January 1, 2018 – December 31, 2020.*
- *2% salary schedule adjustment for covered classifications for each calendar year, effective January 1, 2018 through December 31, 2020.*
- *Maintains the City's Trust contribution at the 2017 level of $1,325 per month per OPEIU Local 11 eligible employee (pro-rated for part-time employees) over the life of the contract.*
- *Adds a provision that if, during the term of the contract, the City's composite rate for the bargaining unit exceeds the Trust contribution of $1,325, the City will make an adjustment to the Trust equal to the City's calculated composite rate, not to exceed an annual increase of more than 5%.*

- *Provides for the formation of an OPEIU Benefit Committee to determine if OPEIU will return to the City's health plan. Requires notification to the City of OPEIU's intent no later than June 1 for coverage in the following plan year beginning January 1.*
- *Incorporates into the contract revised civil service rules affecting OPEIU employees and clarifies seniority and layoff/bumping recall rights for a civil service employee, effective January 1, 2018.*
- *Increases the shift differential for third shift (swing) from $1.50 to $1.75 per hour and first shift (graveyard) from $1.75 to $2.00 per hour for hours worked.*
- *Reinstates holiday banks and provides that all accrued holiday bank time at the end of the year will be paid out on the January 10th paycheck.*
- *Provides for a $600 one-time ratification bonus payable on the first full pay period after Council ratification.*

Motion authorized the City Manager or his designee to sign the 2018-2020 Collective Bargaining Agreement with OPEIU Local 11. *(Lenda Crawford, Deputy City Manager, 487-8600)*

7. APPROVAL OF CLAIM VOUCHERS – MARCH 12, 2018

Motion approved claim vouchers for March 12, 2018, in the amount of $2,038,918.72.

8. APPROVAL OF CLAIM VOUCHERS – MARCH 12, 2018

Motion approved claim vouchers for March 12, 2018, in the amount of $8,363,858.10.

COMMUNICATIONS

A. From the Council
B. From the Mayor
C. From the City Manager

ADJOURNMENT

7:20 P.M.

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Anne McEnerny-Ogle, Mayor

Attest:

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

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CITY OF
Vancouver
WASHINGTON

MEMORANDUM

DATE: April 2, 2018

TO: Mayor and City Council

FROM: Eric Holmes, City Manager
Rebecca Kennedy, Planning Manager, Community & Economic Development

RE: **Portland Metro Area Value Pricing Feasibility Analysis**

On April 2, the City Council will hold a workshop to hear from Oregon Department of Transportation staff about the proposed Value Pricing initiative provided for in Oregon House bill 2017. In addition, the workshop will provide an opportunity for Council to review and affirm a policy framework for the Mayor and Council to rely upon in the Value Pricing Policy Advisory Committee and in other forums.

This memorandum provides a high level overview of the issue as well as outlines the policy framework for Council's review.

Overview of Congestion Pricing

Congestion pricing is a user fee system that allows drivers to access a public or private roadway for a fee (or toll), and is typically used as part of a strategy to reduce roadway congestion and/or support road construction, maintenance or expansion projects. Congestion pricing is one type of tolling strategy. It manages roadway demand by charging higher fees during peak travel or congested time periods, and can lead to reductions in demand on the system by encouraging drivers to travel less at peak periods or choose other modes of transportation. Common types of congestion pricing include the following:

- Priced Lanes/High Occupancy Toll (HOT) Lanes: Individual drivers can pay a fee to use a High Occupancy Vehicle (HOV) Lane to bypass congestion, or used an unpriced lane.
- Priced Roadways/Open Road Tolling (ORT): System-wide tolls that where all lanes are priced and all users are required to pay.
- Cordon Pricing: Drivers pay a fee to enter a specified area such as a downtown or central business district.

Congestion Pricing in Washington State

Since 2007 the Washington State Department of Transportation (WSDOT) has implemented several projects that use a form of congestion pricing or tolls as a tool to help manage congestion, enhance mobility, and generate revenue. The four facilities include: SR 167 High Occupancy Toll lanes, I-405 Express lanes, SR 520 floating Bridge, and the Tacoma Narrows Bridge. All but the Narrows Bridge utilize congestion pricing that varies by time of day. An electronic toll collection system eliminates the delay associated with traditional toll booths.

Oregon State House Bill 2017

In 2017, the Oregon Legislature passed HB 2017, also known as “Keep Oregon Moving,” a comprehensive transportation package that addresses key infrastructure concerns, including roadway maintenance and expansion, freight mobility, public transit, multi-modal connectivity, and congestion reduction. It directed the Oregon Transportation Commission (OTC) to develop a proposal for congestion pricing (called Value Pricing in the bill) on I-5 and I-205 from the state line to the junction of the two freeways just south of Tualatin, in order to reduce traffic congestion in the Portland metropolitan region. In accordance with this direction, the Oregon Department of Transportation (ODOT) is currently evaluating congestion pricing proposals through the Portland Metro Area Value Pricing Feasibility Study. The bill requires the OTC to implement any proposal approved by the Federal Highway Administration (FHWA)

Portland Metro Area Value Pricing Advisory Committee

In order to develop a Value Pricing proposal to present to FHWA, the OTC established a Policy Advisory Committee (PAC) with the following objectives:

- Evaluate options to implement value pricing to reduce congestion on I-5 and I-205 in the Portland area.
- Consider public input for the various options.
- Determine effects and potential mitigation strategies for options.
- Provide input and recommendations on value pricing to the Commission prior to applying to the Federal Highway Administration.

The Policy Advisory Committee (PAC) met on three occasions between November 2017 and February 2018, and will hold three additional meetings between April and June of this year. The group is expected to approve and forward a recommendation to the Oregon Transportation Commission at their final meeting in June. Mayor Anne McEnerny-Ogle represents the City of Vancouver on the Policy Advisory Committee. Two other representatives from SW Washington sit on the PAC- Clark County Councilor Eileen Quiring and WSDOT Southwest Regional Administrator Kris Strickler.

Pricing Concepts and Locations Under Analysis:
After an initial analysis of several pricing concepts and review by the PAC, ODOT moved the following five value pricing concepts forward for additional analysis and potential recommendation to the Oregon Transportation Commission (OTC) and the Federal Highway Administration (FHWA):

- Concept A: One priced lane in each direction on I-5 from Going Street to the MLK/Marine Dr./Delta Park Interchange
- Concept B: Toll all lanes on I-5 from Going St./Alberta St. to Multnomah Blvd.
- Concept C: Priced Roadway- Toll all lanes on both I-5 and I-205 throughout the study area
- Concept D: One priced lane in each direction on I-205 from OR 99E to Stafford Rd.
- Concept E: Priced Roadway- Toll all lanes on Abernathy Bridge

Recommended City of Vancouver Value Pricing Policy Framework:
Staff recommends that Council adopt the following policy framework to inform their participation and engagement with the Value Pricing study going forward:

1. **Extend Timeline for Value Pricing Study:** The timeline for the Value Pricing Feasibility Analysis is insufficient. Given the significance of this project to the future of the entire region, the timeline for concept evaluation and recommendation should be extended to allow for more analysis and additional public input.

2. **User Equity:** Value pricing proposals should be designed to avoid or minimize impacts and distribute benefits in an equitable manner. Any revenue generated by congestion pricing should be spent on improvements within the area where it was generated, so that those paying the toll also receive the benefits of reduced peak-hour congestion, increased vehicle/person throughput, increased travel time reliability, expanded multimodal capacity, and/or improved operations on existing roadways.

3. **Interstate Equity:** The OTC should not seek approval for or implement any tolling plan that disproportionately impacts residents/commuters in Southwest Washington without providing commensurate benefits in reduced peak-hour congestion, increased vehicle/person throughput, increased travel time reliability, expanded multimodal capacity, and/or improved operations on existing roadways.

4. **Infrastructure Funding:** The five concepts moved forward for additional evaluation include both congestion management strategies and bottleneck relief strategies. If one of the aims of the value pricing discussion is to fund specific infrastructure projects that relieve existing bottlenecks within the region, it should include replacement of the Interstate 5 Bridge. *Under any scenario*, the OTC should not implement any congestion pricing strategy that negatively impacts a future Interstate 5 bridge replacement project, which we assume will require tolling to implement.

5. **System-Wide Impact Analysis:** The diversion and impact analysis for all tolling concepts should consider impacts to the entire regional system, including all impacted local street systems, SR-14 and SR-500 in Vancouver, and I-84, US-26 and OR-217 in Oregon.

Attachments:

- HB 2017 Fact Sheet
- Value Pricing Fact Sheet
- Value Pricing - Initial Concept Evaluation
- Value Pricing – Appendices to Initial Concept Evaluation
- March 22, 2018 Letter from WSDOT Regarding Oregon HB 5045 Budget Note
- March 23, 2018 Letter from ODOT in response to March 22, 2018 WSDOT Letter

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To request other formats, please contact:
Rebecca Kennedy
(360) 487-7896 | WA Relay: 711
Rebecca.Kennedy@cityofvancouver.us

Highlights of HB 2017

Transportation Investments

Roads & Bridges

Most of ODOT's funding will go to road maintenance and preservation for lasting fixes that keep Oregon's roads and bridges in good condition today and for future generations.

Local Control

Half of road funding will go to cities and counties to complete local communities' top priority road maintenance and improvements.

Reducing Congestion

Relieving congestion bottlenecks will help people get where they want to go quickly and reliably. New lanes on I-5 at the Rose Quarter will save motorists 2.5 million hours wasted in gridlock each year, and widening sections of OR 217 and I-205 in Portland will improve reliability.

Better Public Transportation

Rural and urban bus service will provide choices to help people get around, while reducing air pollution and greenhouse gas emissions.

Safe Biking & Walking Options

Sidewalks, bike lanes, and crossings near schools will help kids get to school safely. Funding from a new bike tax will build off-road paths that separate bikes and walkers from auto traffic.

Moving Freight

Improvements to rail and ports will get products from Oregon's farms, forests, and factories to markets across the world. New intermodal rail facilities will shift freight from truck to train, freeing up space on crowded freeways.

Electric Vehicle Incentives

Rebates for zero emission vehicle purchases will help Oregon transition to a sustainable transportation system.

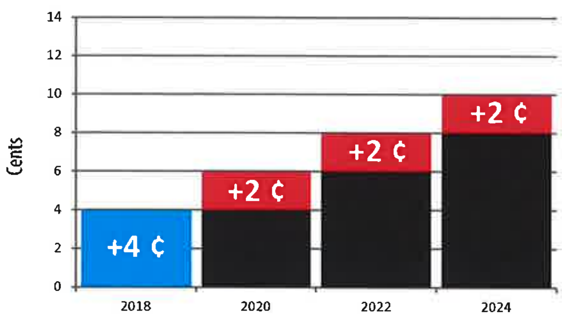
Accountability & Transparency

- Gas tax increases are tied to ODOT meeting accountability requirements.
- A website will show the status, cost, and whether ODOT completes a project on time and on budget.
- ODOT and local governments will report on the condition of roads and bridges.
- All gas tax funds must be spent on roads, so they can't be diverted to other purposes.
- Guarantees certainty under the Clean Fuels program with cost containment measures for consumer protection.

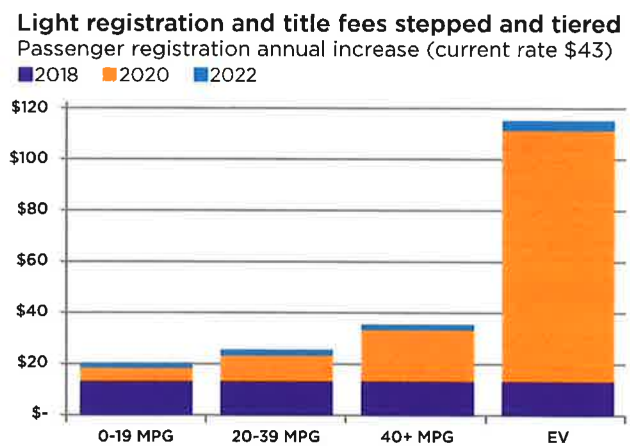
How Oregonians will Pay for Investments

Gas tax, vehicle registration & title fees

Gas tax will increase 10 cents in four steps—with the last three increases conditioned on meeting accountability requirements.



Registration and title fees increase in three steps. Surcharges for electric vehicles and hybrids that pay little in gas tax ensure they pay their fair share for roads.



The average driver will pay about .8 cents per mile to get better roads that provide more reliable trips—less than people would pay to repair damaged vehicles if roads deteriorate.

Bicycle Tax

$15 fee on new adult bicycles that cost $200 or more will generate $1.2 million a year for separated biking and walking paths.

New Light Vehicle Dealer Privilege Tax

0.5% dealer privilege tax on new light vehicles dedicated to electric vehicle rebates and multimodal transportation projects.

Public Transportation Payroll Tax

Less than $1 a week for the average worker from a 1/10 of 1% tax on wages will generate $115 million a year for better public transportation.

Oregon Department of Transportation

8/11/2017

Oregon
Kate Brown, Governor

Department of Transportation
Office of the Director
355 Capitol St NE
Salem, OR 97301

March 23, 2018

Kris Strickler
WSDOT – SW Region Administrator
11018 NE 51st Circle
Vancouver, WA 98682-6686

Dear Mr. Strickler,

Thank you for your letter about the budget note attached to ODOT's 2017-2019 budget in HB 5045. I appreciate the opportunity to clarify the purpose and effect of this legislative direction.

Budget notes are inserted into the legislatively approved budgets of Oregon state agencies to provide direction during the time period covered by the budget. This specific budget note provides direction to ODOT during the 2017-2019 biennium, which ends June 30, 2019.

In 2017 the Oregon Legislature considered funding for three major projects in the Portland metro region. Two of the three projects—I-5 at the Rose Quarter and OR 217—received funding in HB 2017, but the Legislature did not provide funding for the I-205 Stafford Road to Abernethy Bridge widening project, which we estimate will cost approximately $500 million. In response, Sen. Richard Devlin, who at the time co-chaired the Joint Committee on Ways and Means but has since retired from the Legislature, inserted the budget note to ensure that ODOT continues to seek resources for congestion relief on I-205.

ODOT is implementing the budget note by seeking funding for the I-205 project from a variety of sources. In April ODOT will ask the Oregon Transportation Commission to consider adding $15 million to the I-205 Stafford Road to Abernethy Bridge project budget to continue project development work. In addition, two of the five value pricing concepts presented to the Value Pricing Policy Advisory Committee (PAC) are specific to the I-205 Stafford Road to Abernethy Bridge segment: Concept D would create a new priced lane on this section of freeway, while concept E would price the I-205 Abernethy Bridge over the Willamette River to fund improvements.

Oregon law (Oregon Revised Statutes Chapter 383 on Tollways) designates the Oregon Transportation Commission as the toll authority to establish tolls on state highways, set toll rates and determine where net revenue from tolls will be spent. Past the period of time covered by the budget note the Commission will set policy for where revenue from value pricing under HB 2017 should be directed.

Given the role of the PAC in advising the Commission, it would be appropriate and useful for the PAC to make recommendations to the Commission on where revenues from value pricing should be invested so the Commission can consider this input from stakeholders.

Please let me know if we can provide further clarity on this matter.

Sincerely,

Matthew L. Garrett
Director

Portland Metro Area Value Pricing Feasibility Analysis

Final

Round 1 Concept Evaluation and Recommendations

Technical Memorandum #3

February 20, 2018

Portland Metro Area Value Pricing Feasibility Analysis

Final
Round 1 Concept Evaluation and Recommendations
Technical Memorandum #3

Prepared for

Oregon Department of Transportation
123 NW Flanders Street
Portland, OR 97209

Prepared by:

WSP USA, Inc.
851 SW Sixth Avenue, Suite 1600
Portland, OR, 97204

February 20, 2018

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1 INTRODUCTION

This memorandum presents the round 1 evaluation of seven initial pricing concepts and the baseline (no tolls) concept applied to I-5 and I-205 from the state line south to where the interstates intersect north of Wilsonville, Oregon, and project team recommendations for a set of congestion pricing concepts that warrant additional technical analysis and public review. The subsequent sections provide information about what value (or congestion) pricing is, information about how these initial pricing concepts perform, and recommended refined pricing concepts to move into round 2 evaluation. The round 2 evaluation process will include both additional technical analysis and public outreach. The round 1 evaluation of the initial pricing concepts and the development of round 2 evaluation pricing concepts is informed by:

1. Key findings from transportation modeling on relative performance;
2. Public outreach and input;
3. Application of professional judgment based on geometrics and traffic operations as well as knowledge of other pricing projects around the country; and
4. Ensuring that refined pricing concepts can be implemented as standalone congestion management systems.

The memorandum includes:

- Section 1 – Introduction
- Section 2 – Equity and Mitigation
- Section 3 – Round 1 Evaluation Results – Initial Pricing Concepts
- Section 4 – Round 1 Evaluation Results – Project Team Recommendations

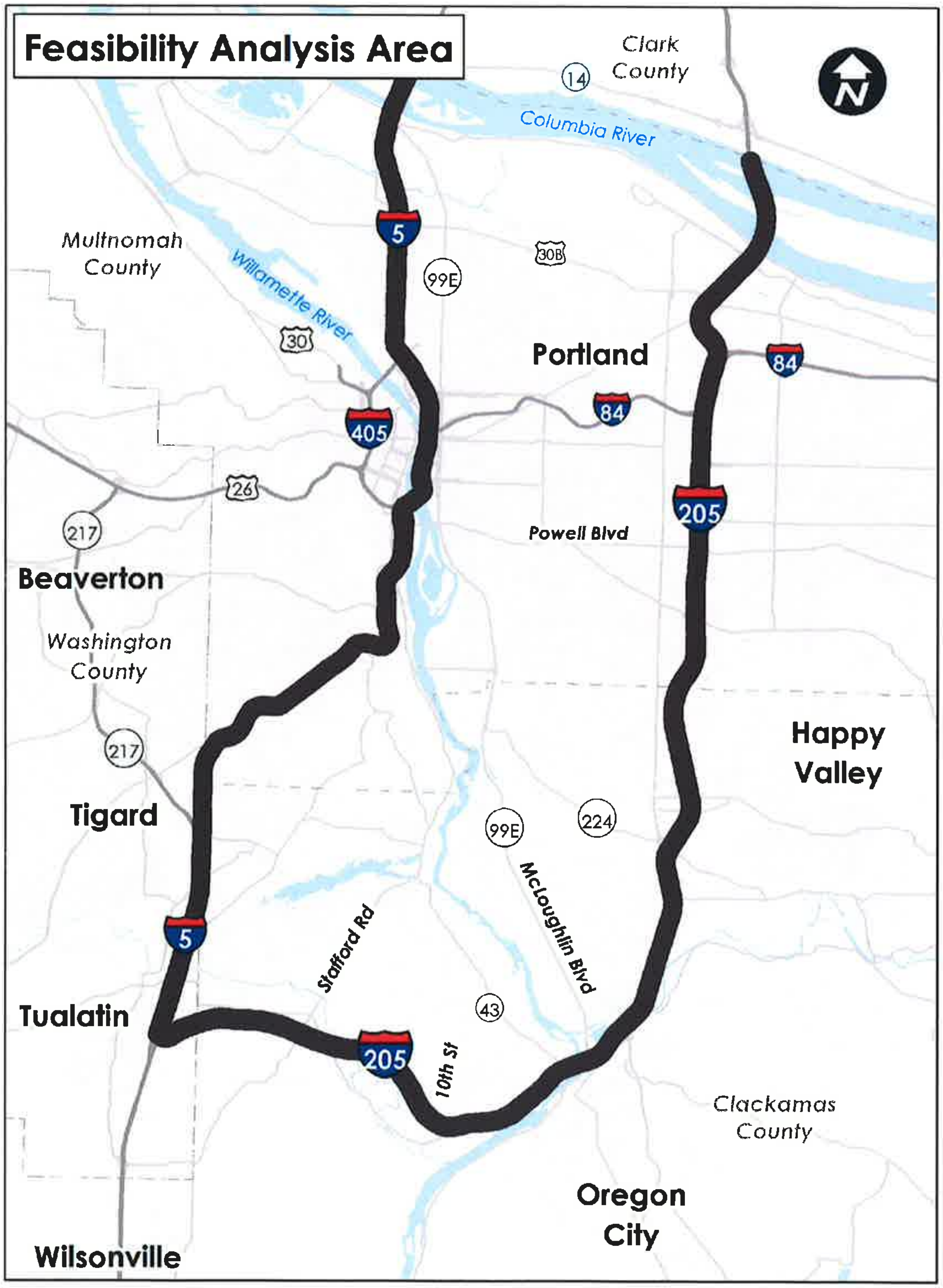
1.1 Value Pricing Feasibility Analysis Context

Oregon House Bill 2017 from the 2017 Legislative session directs the Oregon Transportation Commission (OTC) to seek federal approval from the Federal Highway Administration (FHWA) by December 31, 2018, to implement value pricing on the I-5 and I-205 corridors to address traffic congestion. The OTC convened a Policy Advisory Committee (PAC) to guide the pricing concepts and develop a recommendation for OTC consideration.

FHWA requirements for congestion pricing depend on the type(s) of pricing concept being pursued. After the OTC identifies the congestion pricing project(s) that it determines best fit the requirement of HB 2017, it will be able to engage with the FHWA to identify the federal policy that will guide project development. At that time, it will be necessary to identify more specific analysis that will be needed for detailed evaluation of traffic impacts, costs and revenue, environmental impacts, and mitigation strategies, along with the public and stakeholder engagement needed to inform the process.

Value pricing, also known as congestion pricing, sets a higher price for driving when demand is higher, which is typically during the morning and evening peak commuting periods. This creates an incentive for some drivers to not travel at all, shift travel to less congested periods of the day, or take alternate modes such as transit (some motorists will choose to take alternate routes). Those choosing to pay the toll have higher travel speeds and improved travel time reliability. As shown on Figure 1, the study corridors include I-5 and I-205 from the state line south to where the interstates intersect north of Wilsonville, Oregon.

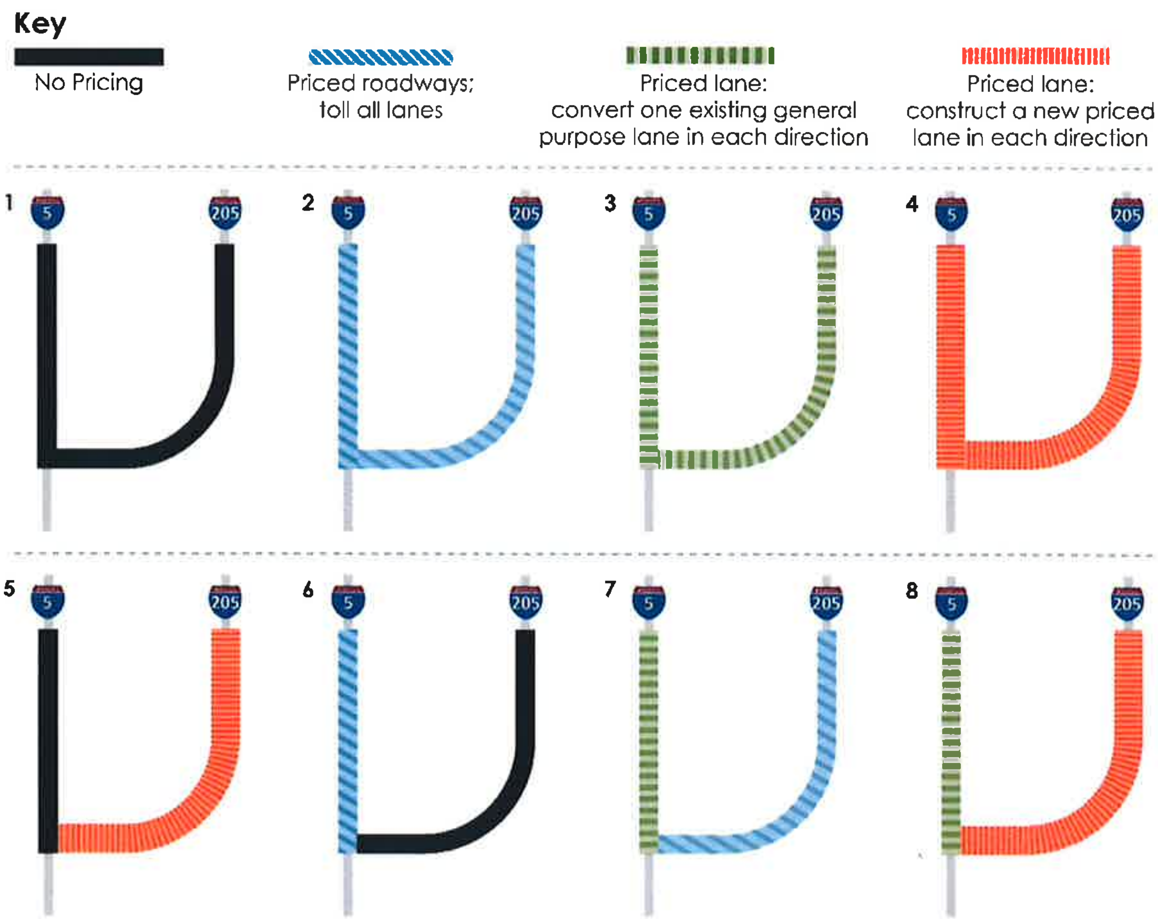
Figure 1. Study Corridors: I-5 and I-205



For the round 1 evaluation, eight initial pricing concepts were studied. These concepts are described in Technical Memo 2 – *Summary of Value Pricing Concepts*.[1] The initial pricing concepts are shown on Figure 2 and include:

- Concept 1 – Baseline: no tolls on any lanes or roadways
- Concept 2 – Priced Roadway: Toll All Lanes on I-5 and I-205
- Concept 3 – Priced Lane Conversion: convert one existing general purpose lane on I-5 and I-205 to a priced lane in each travel direction
- Concept 4 – Priced Lane Construction: construct a new priced lane on I-5 and I-205 in each travel direction
- Concept 5 – Baseline (no pricing) on I-5 with Priced Lane Construction on I-205
- Concept 6 – Priced Roadway on I-5 with Baseline (no pricing) on I-205
- Concept 7 – Priced Lane Conversion on I-5 with Priced Roadway on I-205
- Concept 8 – Priced Lane Conversion on I-5 with Priced Lane Construction on I-205

Figure 2: Initial Value Pricing Concepts for Preliminary Analysis



[1] ODOT. Value (Congestions) Pricing. January 23, 2018. *Technical Memo 2: Initial Concepts*. Accessed February 6, 2018. http://www.oregon.gov/ODOT/KOM/VP-TM2-InitialConcepts.PDF

1.2 Purpose of this Technical Approach

This technical memorandum presents findings from the round 1 evaluation of the initial pricing concepts. The round 1 evaluation was informed by transportation modeling, public outreach and expert application of professional judgement based on geometrics and traffic operations and knowledge of other pricing projects around the country. The performance measures the team sought to address are presented in Technical Memorandum 1 – *Objectives and Proposed Performance Measures*.[2]

The purpose of the round 1 evaluation of the eight initial pricing concepts is to:

- Understand the range of benefits and impacts from applying congestion pricing to the study corridors,
- Determine the relative performance of the initial concepts in order to differentiate those that have the most potential to achieve the project objectives, and
- Identify a set of recommended pricing concepts to move into round 2 evaluation and future public outreach.

As with the initial pricing concepts, the round 2 pricing concepts will be evaluated using a similar approach of transportation modeling, public outreach, and professional judgement based on knowledge of other pricing projects around the country. To accompany the round 2 evaluation, the team will work with the public and the Policy Advisory Committee (PAC) to identify a range of potential mitigation strategies to pursue further to address impacts of congestion pricing.

The results of the round 2 evaluation will result in a recommendation by the PAC to the OTC for the pricing option(s) it believes most feasible for the Portland metropolitan area. The OTC will consider the PAC recommendation and develop a request to the FHWA to be submitted by the end of 2018. Upon discussion or approval from FHWA (depending on the type of pricing application), the Oregon Department of Transportation (ODOT) would then conduct further study, likely to include environmental and additional traffic analysis, and additional public outreach.

2 EQUITY CONCERNS AND MITIGATION

Regardless of the specific pricing application, the concept of equity centers on how the benefits and impacts of public policy are distributed among members of society. From a pricing perspective, this means evaluating the potential impact (both positive and negative) of new tolls on drivers, adjacent communities, and transportation system stakeholders, and finding ways to mitigate negative impacts and better distribute positive impacts to underserved and vulnerable populations.

Title VI of the Federal Civil Rights Act of 1964 prohibits discrimination on the basis of race, color and national origin in programs and activities receiving Federal assistance. Executive Order #12898 (Environmental Justice) directs federal agencies to develop strategies to address disproportionately high and adverse human health or

[2] ODOT. Value (Congestion) Pricing. December 15, 2017. *Technical Memo 1: Objectives and Performance Measures.* Accessed February 6, 2018. http://www.oregon.gov/ODOT/KOM/VP-Objectives-Performance-Measures.pdf

environmental effects of their programs on minority populations and low-income populations. Executive Order #13166 (Limited-English-Proficiency) directs federal agencies to evaluate services provided and implement a system that ensures that limited English proficiency persons are able to meaningfully access the services provided consistent with and without unduly burdening the fundamental mission of each federal agency.

The most commonly encountered equity concerns with pricing include:

- **Income** – Pricing imposes additional direct, out-of-pocket costs on travelers using the priced lane. As such, a central concern is the impact of those costs on lower income drivers, for whom tolls would comprise a greater share of their total income. Furthermore, the concept of modal equity is tied with income equity, as lower income populations may not have access to the same modal options (access to transit or vehicles) as higher income populations and may therefore not be perceived as benefiting equally from tolling systems that improve travel performance for system users. Further, lower income individuals may not live in locations with adequate or frequent transit service options. Income and modal-related equity issues may be addressed through pricing policies and operational policies, as will be discussed later in this section. However, lower income drivers also value reduced travel times and improved travel time reliability due to the availability of a less congested highway alternative. As such, equity considerations should include opportunities for all segments of society to share in the benefits as well as mitigating negative impacts.
- **Geography-specific** – The implementation of tolling may have a disproportionate impact based on where drivers live and travel, depending on the availability of viable travel options, including non-tolled routes. Those residing or working near a tolled facility are more likely to be impacted through increased costs or traffic diversion to nearby alternative routes. However, they are also more likely to benefit from reduced travel times and improved travel time reliability due to the availability of a less congested highway alternative. Further, improved traffic flow would be expected to reduce emissions from congested traffic, which can be an important improvement for residents and businesses in close proximity to a freeway. Geographic concerns are often addressed through pricing policies and design considerations such as the placement of tolling, ingress and egress zones, as well as distribution of revenues to improvements within nearby communities from which the tolls are generated. In Oregon, toll revenues are constitutionally restricted to roadway improvements.

Robust and comprehensive equity assessments are generally conducted during the development phase of a project when details on the overall pricing configuration and geometric layout are well established. These detailed assessments will be required as part of a National Environmental Policy Act (NEPA) process. In the case of the current Portland Metro Area Value Pricing Feasibility Analysis, a NEPA process would be conducted after a pricing configuration for I-5 and/or I-205 has been proposed by the

OTC to the FHWA in December 2018. The requirements of that process will depend on FHWA's response.

2.1 Examples of Mitigation Strategies Used in Other States

There are numerous ways in which equity issues have been addressed in congestion pricing implementation. These strategies are independent of the pricing concepts discussed in this memorandum and may be applied to any configuration of priced lanes and priced roadways along I-5 and/or I-205. Examples of equity mitigation strategies employed with priced facilities in the United States include the following:

- Toll discount and subsidy programs
- Enhanced options for those lacking access to banks and/or credit cards, known as "unbanked"
- HOV incentives
- Enhanced multi-modal service and investment
- Transit-linked incentives and toll credit programs

Toll discount and subsidy programs

One method of addressing income equity concerns is to subsidize tolls for qualifying travelers. For example, the LA Metropolitan Transportation Authority's Low-Income Assistance Plan (LIAP) offers participants a one-time $25 toll credit and automatically waives the $1 monthly maintenance fee on toll accounts. LIAP account holders must be residents of Los Angeles County with an annual household income of less than twice the federal poverty level. In 2014, the North Central Texas Council of Governments (NCTCOG) proposed an alignment for the Chisholm Trail Parkway toll road in Fort Worth. The proposed alignment would cut off a major throughway for residents of a nearby retirement community with a large number of low income households, leaving them with only one available un-tolled option that would nearly double travel times. Changing the alignment of the road would be too costly, so NCTCOG implemented a program whereby the agency purchased prepaid toll tags for area residents. This mitigation measure reduced the cost to area residents accessing the new toll road.

Options for those lacking access to banks and/or credit cards, known as "unbanked"

In Oregon, any state highway tolling system is required to accommodate cash-based motorists.[3] Modern pricing applications rely on electronic toll collection (ETC) systems and do not accommodate cash payment at toll booths. Facility users are required to use tags or transponders in their vehicle that are linked to pre-established accounts. These accounts are generally linked to debit or credit card accounts for electronic payment when invoices become due. As such, ETC-based pricing systems may be more difficult to activate and access for populations that do not have a bank account or credit cards. Such concerns for these "unbanked" populations may be addressed by providing toll-related customer options at retail locations that allow users to obtain and

[3] Oregon State Legislature. Oregon Constitution 2017 Edition. Article IX, Section 3. https://www.oregonlegislature.gov/bills_laws/Pages/OrConst.aspx

replenish toll accounts with cash. For example, the Harris County Toll Road Authority (HCTRA) in Houston, Texas recently partnered with BancPass to provide a cash-based option for obtaining and managing EZ Tag transponders and accounts. BancPass EZ Tag customers can purchase a starter kit at certain area grocery stores and activate the tag via text message. Accounts can be replenished with cash at any number of convenient retail locations in the Houston area.

High Occupancy Vehicle Incentives

Implementing agencies may choose to allow High Occupancy Vehicles (HOV), such as carpools with two or three more occupants, to access priced facilities for free or at a discounted rate. This provides all travelers, including lower income individuals, the opportunity to benefit from pricing through the formation and maintenance of carpools or vanpools which increase person throughput and provide an important operational benefit.

Enhanced multi-modal service and investment

Pricing systems are often viewed as benefiting only those who own a vehicle and can afford to pay the toll. Lower income and vulnerable populations are less likely to own their own personal vehicles and tend to have a lower ability to pay. As such, a common strategy to ensure that benefits accrue to all travelers is to provide improved transit service within priced facilities. Transit vehicles are typically allowed to use these facilities for free, meaning that riders benefit from the reduced travel times and increased travel time reliability provided by pricing without having to pay the toll. Agencies may choose to implement express transit services featuring fewer stops than typical fixed route bus service. Such express routes often serve longer distance commuting trips and can provide enhanced travel time over traditional transit routes. For example, the Denver Regional Transportation District (RTD) operates the Flatiron Flyer, a bus rapid transit service running along the US 36 Managed Lanes Corridor. The service offers a limited number of stops and serves a large commuter population travelling between Boulder and downtown Denver. Stops along the US 36 managed lanes facility feature park-and-ride lots and direct access ramps to the managed lanes for transit vehicles. The success of enhanced transit service is dependent on the availability of transit routes within the corridor and access by underserved populations to those routes.

As previously noted, enhanced transit services on priced facilities can be successful in addressing equity concerns only to the extent that viable transit and bicycle and pedestrian infrastructure (multi-modal) options are present. As such, agencies may choose to invest in transit expansion and enhanced transit facilities within priced corridors. The Los Angeles County Metropolitan Transportation Authority (Metro), for example, used a significant portion of its $210 million federal Congestion Reduction Demonstration (CRD) program funding to implement numerous transit improvements as part of its conversion of the I-10 and I-110 High Occupancy Vehicle (HOV) lanes to tolling. The new High Occupancy Toll (HOT) lanes allow transit vehicles, motorcycles, and multiple-occupant private vehicles free access to the lanes. Transit and multi-modal enhancements to the HOT facility included acquiring new clean fuel expansion buses, increasing service routes, completing security upgrades, constructing improvements along stations, and adding capacity at park-and-ride lots. Additionally, investments may be made in sidewalk and bicycle infrastructure along highly traveled regional routes and roadways. This is particularly important along arterials and other roadways where traffic diversion may occur.

Transit-linked incentives and toll credits

In addition to enhanced transit service and multi-modal service, pricing agencies are now exploring ways to foster incentives for transit use by offering toll credits. Such programs may be beneficial for lower income and underserved populations that frequently use transit within priced corridors but might also benefit from periodic use of the facility in a personal vehicle. For example, the Georgia State Road and Tollway Authority's (SRTA) "Ride Transit – Earn Toll Credits" is a transit incentive program that provides participants with a $2 toll credit for each trip taken on express transit routes within the I-85 Express Lanes corridor during peak hours in the Atlanta region. Participants can earn up to $10 in credits per month, with a maximum of $60 over a 6-month period. Credits can be used for trips on the priced I-85 Express Lanes in a personal vehicle. Similarly, the Los Angeles County Metropolitan Transportation Authority has the Transit Reward Program that allows frequent transit riders to earn toll credits for using transit within I-10 and I-110 ExpressLanes corridors. Program participants can earn a $5 toll credit by making 32 one-way trips during peak hours on select routes within the corridors.

3 ROUND 1 EVALUTION RESULTS: INITIAL PRICING CONCEPTS

The sections that follow present the results of the round 1 evaluation for the initial pricing concepts. Technical Memo 2 – *Summary of Value Pricing Concepts*,[4] describes how and why these initial pricing concepts were identified and moved into the round 1 evaluation. In summary, these concepts were developed for the purpose of learning about the relative performance of the congestion pricing tools in order to inform the selection of concepts that warrant round 2 evaluation as part of this feasibility analysis, as described in Section 4.

Some of the **key findings** about the individual pricing applications (the "building blocks" described in *Technical Memo 2*) are summarized below:

2027 Baseline Conditions

- At optimum vehicle throughput, just prior to congested conditions setting in, a freeway carries about 1,900 to 2,200 vehicles per hour per lane. Existing traffic data reveal that on I-5 between Portland and the Columbia River, the average vehicle throughput per lane during peak periods is about 960 vehicles per lane per hour – approximately 50 percent of what would be expected if the freeway were functioning efficiently. This condition is called "hyper-congestion". Similar

[4] ODOT. Value (Congestion) Pricing. December 15, 2017. *Technical Memo 1: Objectives and Performance Measures*. Accessed February 6, 2018. http://www.oregon.gov/ODOT/KOM/VP-Objectives-Performance-Measures.pdf

hyper-congested conditions exist on many of the I-5 and I-205 study segments under current conditions and in the 2027 baseline. It is likely that this will continue and worsen into the future.

Price Roadway – Toll All Lanes

In general, the priced roadway concept is the most effective and easiest to implement. Transitioning from an unpriced freeway to pricing all of the lanes may be challenging from the perspectives of public acceptance and federal policy; however, it can provide the most opportunity to improve traffic operations for all users, maintain a relatively lower toll price, and distribute benefits broadly.

- This concept is expected to provide the highest level of congestion relief of the initial pricing concepts examined.
- Application of a toll to all lanes can keep the individual toll amount lower, or could provide opportunities for more low-toll or unpriced hours. This can make the benefits more affordable on an individual basis than some other options.
- This concept recovers functional capacity during peak periods that is lost due to hyper-congestion, providing greater carrying volume with pricing than without. This means that diversion impacts may be minimal, but still warrants consideration and study.[5]
- The concept is significantly less expensive than concepts that include substantial physical improvements to the existing highway and bridge infrastructure.
- While there are numerous geometric constraints on both I-5 and I-205 identified in Concept 1 - Baseline, these constraints are unlikely to interfere with this concept.
- Vehicles 10,000 pounds and more (such as many freight trucks and transit vehicles) would benefit most from priced roadway concepts as compared to other concepts since all lanes would be tolled as opposed to a single left-most lane (convention for tolling a single general purpose lane is typically the left-most lane of a freeway to avoid ramp entrances and exits).[6]

Priced Lane – Conversion

The priced lane conversion concept has the benefits of maintaining unpriced lane options and relatively low capital cost and construction impacts. That said, because it does not add capacity, its effectiveness can be limited unless there is capacity within the system to absorb diverted demand (to unpriced lanes, other roadways, other times of day, or other travel modes). Also, priced lane concepts on facilities with only two lanes in each direction are not operationally feasible – at least two general purpose lanes must be maintained.

Further, most states (including Oregon) restrict heavy vehicles from using the left lanes of freeways. For these reasons, the best applications for priced lane conversion will be

[5] Definition of hyper-congestion: congested traffic conditions that significantly reduce vehicle throughput.
[6] Oregon Revised Statute 2017 Edition. Chapter 811.325: Failure to keep camper, trailer or truck in right lane. Applies to any vehicle with a trailer and any vehicle with a registration weight of 10,000 pounds or more; this includes transit vehicles. https://www.oregonlegislature.gov/bills_laws/ors/ors811.html. Accessed February 9, 2018.

in segments that meet specific conditions to ensure overall operational benefits can be achieved.

- Vehicle travel speeds do not increase as significantly in the priced lane as they do in a priced roadway concept as only one lane is managed. As the managed lane will carry more vehicles per lane than the unmanaged lane during peak conditions, converting the lane to a managed lane will likely remove some traffic from the unmanaged lane; however, vehicle demand that is currently unsatisfied on the overall network may move to the freeway and might remove any general purpose lane improvement.
- This concept will have similar operating costs to a priced roadway concept but will produce less revenue to compensate for costs or to provide for mitigations.
- There are significant geometric and physical constraints to converting a general purpose (non-tolled) lane to an express (tolled) lane on I-5 under existing conditions throughout the downtown segment between the I-5 and I-405 interchanges. The current configuration of the I-405 / I-5 interchanges are misaligned for continuous express (tolled) lane travel.
- Converting a lane to an express (tolled) lane on a facility with only two lanes in each direction is not operationally feasible. This configuration currently exists in the baseline on locations along I-5.
- Non-tolled general purpose lanes will be available for drivers to use instead of paying a toll, therefore the need for mitigation is not as significant as it is for a fully priced roadway concept.
- Vehicles 10,000 pounds and more (such as many freight and trucks transit vehicles) are currently prohibited from operating in the left-most travel lane. Because the tolled lane would be implemented in the left-most travel lane, many freight trucks and transit vehicles would not benefit from the traffic operations improvements associated with the priced lane options without ORS changes.[6]

Price Lane – Construction

The priced lane construction concept shows good results in traffic operations when compared to other concepts, in part due to the pricing but also due to the added lane capacity and the reduced travel demand per lane.

- Concepts with an added, constructed tolled lane are the most expensive and impactful options evaluated.
- Overall, vehicle speeds do not rise as significantly as they do in priced roadway concepts as there is nothing to prevent the general purpose lanes from becoming congested.
- This concept will have similar operating costs to a priced roadway concept but will produce less revenue to compensate for costs.
- Non-tolled general purpose lanes will be available; therefore, the need for mitigation is not as significant as it is for a priced roadway concept. Further, constructing a new tolled lane, as opposed to converting a general purpose lane to tolled, will provide more capacity which could potentially reduce the need to mitigate for traffic diversion. However, building a new lane would have sizable construction and private property impacts.

- Traffic operations for concepts where a new tolled lane would be constructed perform very well due to managing the added roadway capacity.
- The travel benefits of widening the roadway on the study corridors would be limited by downstream bottlenecks.
- Vehicles 10,000 pounds and more (such as many freight trucks and transit vehicles) are prohibited from operating in the left-most travel lane. Because the tolled lane would be implemented in the left-most travel lane, many freight trucks and transit vehicles would not benefit from the traffic operations improvements associated with the priced lane options without ORS changes.[6]

3.1 Overview of Analysis Methods

The intent of the round 1 evaluation is to gain a broad understanding of the range of impacts from applying congestion pricing on the study corridors relative to the baseline concept, and to inform recommendations for moving a set of pricing concepts forward to round 2 evaluation. As such, several methods briefly described here established a basis for initial pricing concepts. Appendix A – Evaluation Methodology, provides a description of the assumptions included and methods used to evaluate the relative performance of these initial concepts.

Analysis Year and Completed Projects

The initial pricing concepts, including Concept 1 – Baseline, were evaluated for the year 2027. The baseline conditions reflect projects in the adopted Regional Transportation Plan, including roadway, transit, and bicycle and pedestrian projects, that are identified for construction by 2027.[7] The year 2027 was selected due to the availability of modeling data, including anticipated population and employment growth with corresponding land use and travel demand, for that time horizon from Metro planners and modelers. This list also includes three high-priority projects that the Oregon Legislature identified in House Bill 2017 for project development and construction: OR 217 northbound and southbound widening, Interstate 205 Stafford Road to OR 213 widening and the Interstate 5 Rose Quarter Improvement Project. In total, the project list includes over 700 regional multimodal transportation investments that were submitted by transportation agencies in the region and have been approved by Metro Council.[8] The major capacity-related projects are listed in Table 1 below.

Table 1. Major Regional Projects Assumed to be Constructed by 2027

Project
I-5S: Lower Boones Ferry Exit to Lower Boones Ferry Entrance (Auxiliary Lane)
I-5S: Lower Boones Ferry to I-205 (Auxiliary Lane)
I-5 Rose Quarter (both directions)
I-205N: I-84 E entrance to Killingsworth Exit (Auxiliary Lane)

[7] Oregon Metro. 2018 Regional Transportation Plan. https://www.oregonmetro.gov/public-projects/2018-regional-transportation-plan/call-projects

[8] The March 2018 RTP update will include an adjustment moving the construction timeline for a project to expand I-205 and Abernethy Bridge between I-5 and Oregon City to the 2018-2027 period. The concepts were all analyzed with the assumption this project would be constructed by 2027.

Project
I-205S: I-84E entrance to Washington/Stark (Auxiliary Lane)
I-205N: Powell to I-84E Exit (Auxiliary Lane)
I-205N: Sunrise to Sunnybrook (Auxiliary Lane)
I-205 Abernethy Bridge Widening: OR43 to OR213 (both directions)
I-205 widening: Stafford to OR43 (both directions)
OR217N: OR99W to Scholls Ferry (Auxiliary Lane)
OR217S: Beaverton-Hillsdale to OR99W (Auxiliary Lane)
US26: Widen to 6 lanes from Cornelius Pass to 185th (both directions)
OR224 Milwaukie Expressway Improvements
Southwest Corridor Light-Rail Transit
Transit, bicycle and pedestrian projects

Corridor Segmentation

Traffic and roadway conditions vary significantly in different sections of the corridors. Segments were defined on I-5 and I-205 to differentiate the evaluation and analysis. The segments were defined by: (a) geographical boundaries, such as the Columbia River, (b) changes in the roadway geometry, for instance changing from a three-lane facility in each direction to a two-lane facility in each direction; or (c) locations of major interchanges on the freeways. While these segments are well defined, the beginning or end of a given segment might shift somewhat to allow analysis of conditions that exist near the segment boundaries. The corridor segmentation for the round 1 evaluation is presented in Figure 3.

Screening Assessment and Scoring

The assessment examined the following categories of information for the initial pricing concept screening, which was finalized with input from the Policy Advisory Committee. These are described in more detail in Appendix B: Performance Measures Summary Details.

- Current Day and Forecasted Traffic Operations – This included information reviewed and prepared to understand current and future traffic, including travel time and throughput for vehicles and freight trucks; mode share; adequacy of transit, bicycle and pedestrian infrastructure; and diversion and trip length distribution.
- Capital and Operating Costs – This analysis was an order of magnitude effort for the initial pricing concept evaluation. Considerations were given to the type of infrastructure investments need for each concept as well as costs to operate the tolling system.
- Geometric and Physical Constraints – The existing conditions of the roadway were reviewed for the geometric (such as lane width, on/off ramp travel lane lengths) and physical (such as bridge girder locations, shoulder widths, and adjacent infrastructure) conditions. Consideration was given to projects

anticipated to be constructed that would eliminate some of the geometric and physical constraints experienced today.

In addition, consideration was given to equity concerns that would likely arise with the initial concepts and the extent that mitigation may be required. Therefore, the assessment also identifies initial equity and mitigation considerations.

Figure 3. Round 1 Evaluation Segments

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3.2 Concept 1 – Baseline: No Tolls on Any Lanes or Roadways Along I-5 or I-205

Overview

Under Concept 1 – Baseline, significant congestion will exist in 2027 on the I-5 and I-205 study corridors, even with all the improvements listed in the Regional Transportation Plan. This congestion impacts not only speed, but also the number of vehicles that the facility can accommodate (throughput), with consequential impacts upon quality of life, economic vitality, and vehicle emissions in the region.

Traffic Operations

- Hyper-congestion in the Concept 1 – Baseline is currently occurring on widespread areas of I-5, and on a significant number of areas on I-205 in the morning peak, the afternoon peak, or both depending on the location. This means that, especially on I-5, many highway segments on the study corridors do not operate near their optimum throughput today or in forecast year 2027. It is likely that this will continue and worsen into the future.
- At optimum throughput, just prior to congested conditions setting in, a freeway carries about 1,900 to 2,200 vehicles per hour per lane. For example, existing traffic data reveals that on I-5 between Portland and the Columbia River, the average vehicle throughput per lane during peak periods is about 960 vehicles per lane per hour – approximately 50 percent of what would be expected if the freeway were functioning efficiently.
- Hyper-congestion also impacts speeds, which are averaging approximately 60 mph during off peak periods and drops to approximately 10 mph during peak periods.
- In the PM peak about 21% of trips on I-5 and 25% of trips on I-205 are 3 miles or less in length. Short trips on I-5 and I-205 in the study corridors that have viable alternative travel routes contribute to congestion experienced within the study corridors.

Capital and Operating Costs

- The capital and operational costs associated with Concept 1 – Baseline are already accounted for in the Regional Transportation Plan.

Geometric and Physical Constraints

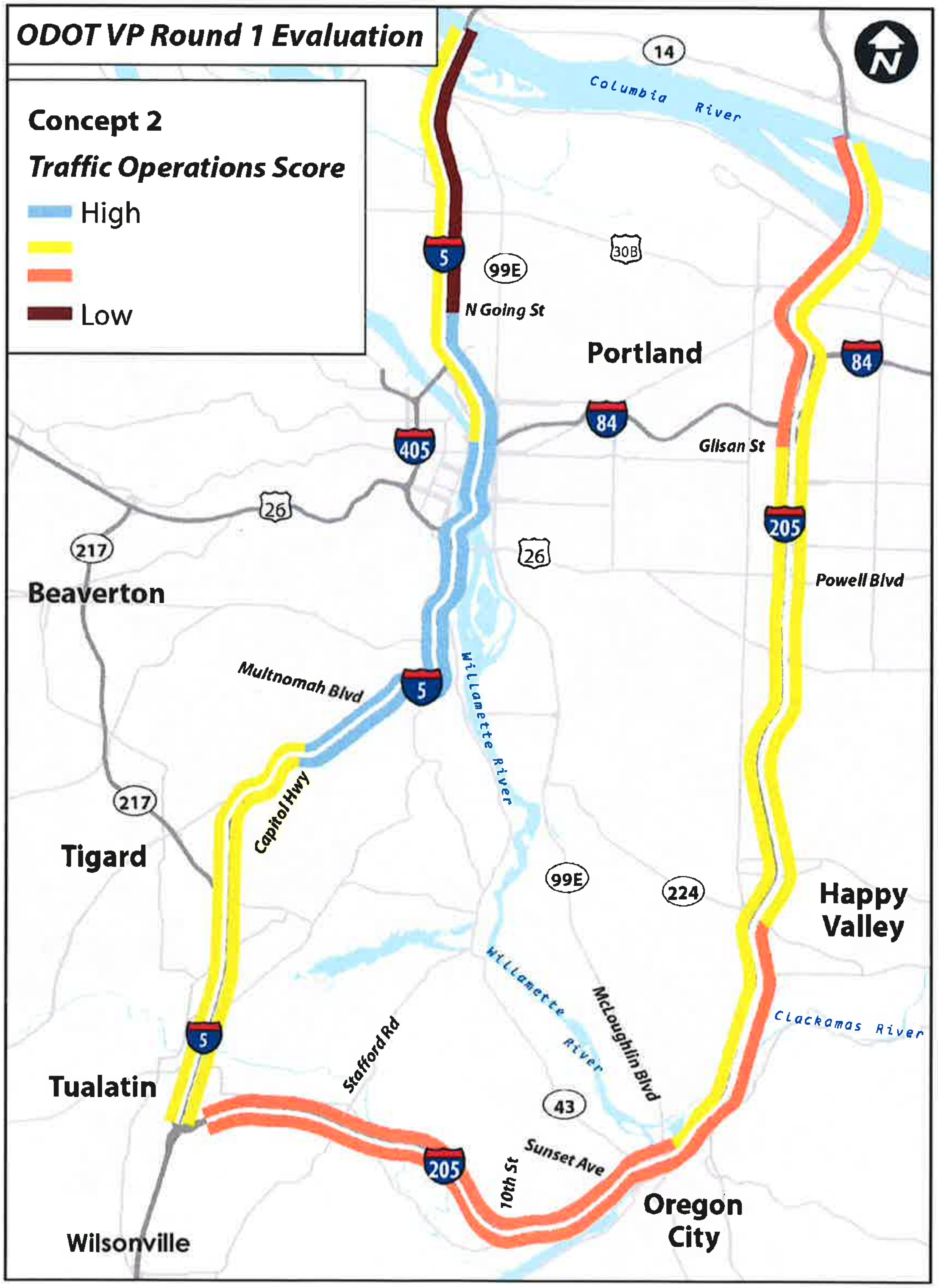
- Because Concept 1 – Baseline would not implement any pricing strategy, there are no new geometric or physical constraints. Geometric and physical constrains and challenges of implementation will be identified for the remaining concepts.

Equity and Mitigation

- Equity and mitigation are not considered for Concept 1 – Baseline. However, they will be considered for the remaining concepts for comparative purposes.

3.3 Concept 2 – Priced Roadway: Toll All Lanes on I-5 and I-205.

Figure 4. Concept 2 – Priced Roadway: Traffic Operations



Overview

Overall, Concept 2 – Priced Roadway, will reduce congestion for all travelers on the priced facility. This will produce overall improvement in travel time reliability and efficiency for all users of I-5 and I-205. The primary challenge, though, pertains to mandatory payment of the fee for all users of the facilities. That said, due to the high level of effectiveness, it may be possible to maintain lower toll rates and more non-tolled hours.

Traffic Operations

- Likely to provide the highest level of congestion relief of the initial pricing concepts examined.[9]
- Controls demand on all lanes and, therefore, allows the highest level of traffic management to maintain both relatively high speeds and relatively high throughput on both I-5 and I-205.
- Vehicles 10,000 pounds and more (such as many freight trucks and transit vehicles) would benefit from travel time improvements on the managed facilities.
- Pricing recovers lost functional capacity due to hyper-congestion, providing greater carrying volume with pricing than without. This means that diversion impacts may be minimal, but still warrant consideration and study.

Capital and Operating Costs

- This concept is relatively inexpensive to implement, and significantly less expensive than concepts that include substantial physical improvements to the pavement and bridge infrastructure. Capital cost would include the development of a back-office system to collect tolls as well as toll gantries along the tolled facilities.
- There will be additional ongoing operating costs necessary for collecting the tolls under this concept.
- Although this concept does not affect the overall corridor infrastructure footprint, some technology installations are required to properly assess and collect toll payments. Additionally, this concept is well suited to future infrastructure improvements, which would improve overall mobility.

Geometric and Physical Constraints

- Can be implemented without geometric and physical constraints being a factor.
- Will accommodate planned capital projects.

[9] Because of modeling limitations that became apparent during the round 1 evaluation, it is highly likely, based on experience in other areas of the country and existing counts on I-5 and I-205, that the significant congestion that exists today has significantly lowered vehicle throughput on significant portions of these facilities. This has resulted in a likely modeling overstatement of both diversion and reduction of vehicle throughput in the priced concepts. This has been considered in round 1 evaluation decisions, and will be modified in round 2. A further explanation of this phenomenon is given in the introduction to the Appendices.

Equity and Mitigation

- There may be more opportunities for lower tolls or fewer tolled hours, thereby extending the benefits of congestion pricing more broadly.
- Because it does not include an unpriced lane option, priced roadways typically require significant mitigation efforts to mitigate impacts of increased out of pocket costs for low income populations.
- Although diversion may be minimal in aggregate, due to the recapture of lost functional capacity of the freeway system, localized level impacts could be significant.
- Would likely incur more revenues than other concepts; therefore, could potentially provide more funds to support mitigation strategies.

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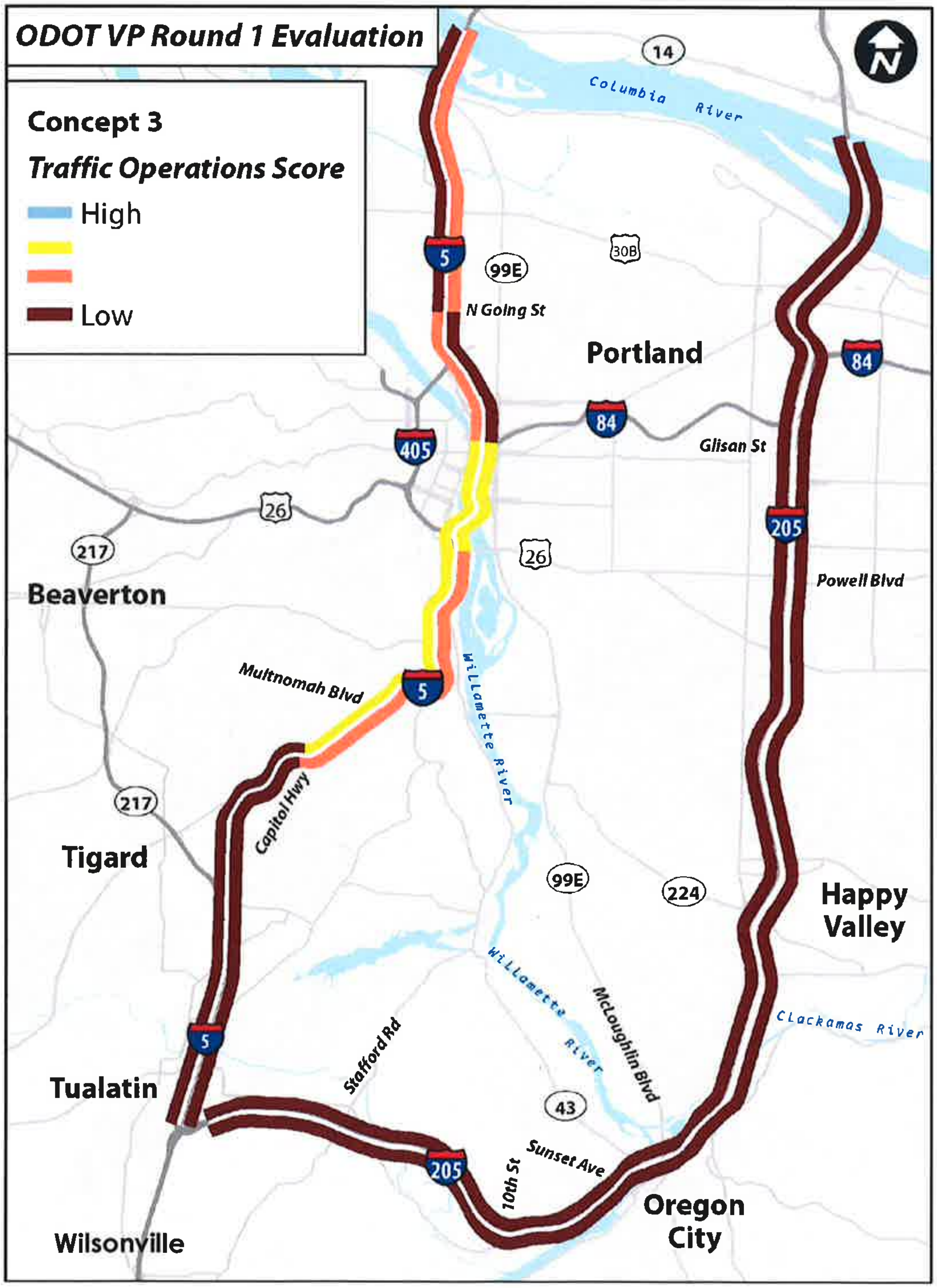
3.4 Concept 3 – Priced Lane Conversion: Convert One Existing General Purpose Lane on I-5 and I-205 to a Priced Lane in Each Travel Direction

Figure 5. Concept 3 – Priced Lane Conversion: Traffic Operations



Overview

Concept 3 – Priced Lane Conversion cannot be implemented in areas with fewer than three lanes. Access to only a single lane of a given type, priced or general purpose, would reduce capacity significantly as vehicles cannot freely maneuver between lanes. For a priced lane, this is offset by the ability to manage demand to maintain flow, which can usually be maintained between 1,400 to 1,500 vehicles per hour. This is higher than general purpose lanes under hyper-congested conditions and is, therefore, an improvement to the vehicle throughput of the overall facility. This is not true on the general purpose lanes where unmanaged demand, coupled with the reduced capacity of a single lane, can combine to produce extremely low flows even compared to existing hyper-congestion.

Traffic Operations

- Vehicle volumes on I-5 and I-205 decreased somewhat under this concept. Vehicle speeds increase in the converted priced lane.
- Vehicles 10,000 pounds and more (such as many freight trucks and transit vehicles) would not benefit from the mobility improvements because they are prohibited from operating in the left-most priced lane.[6]
- Person throughput may rise compared to the Baseline concept as the presence of a priced lane may attract carpools and increased transit use, depending upon pricing policies and use of revenue.
- Converting only one lane to a priced lane requires a lower overall throughput performance target, as the single lane is more sensitive to variations in traffic demand and must be able to absorb any shock from higher traffic volumes.

Capital and Operating Costs

- A single toll lane will have similar implementation costs to Concept 2 – Priced Roadway but will produce less revenue to compensate for costs. Capital cost would include the development of a back-office system to collect tolls, toll gantries along the tolled facilities, as well as lane restriping and signage improvements to delineate the tolled facilities.
- Capital expenditure compared to adding physical lanes will be relatively low.
- The capital expenditure may be somewhat less than the Priced Roadway concept as the gantries supporting the toll readers and their antennas for toll collection may not need to be as robust as when all lanes are tolled.
- Toll receipts from single lane express lanes tend to be significantly lower than those from facilities where two lanes are tolled.

Geometric and Physical Constraints

- The current configuration of the I-405 / I-5 interchanges are misaligned for continuous express (tolled) lane travel; therefore, this concept cannot be implemented in this segment without constructed changes to the roadway.
- Opportunities exist on I-205 for a single lane conversion in both directions without significant complication.

Equity and Mitigation

- As free general purpose lanes will be available the need for mitigation is not as significant as it is for the Priced Roadway concept. However, the need for mitigation still exists.
- Toll revenues available to supplement mitigation strategies would be considerably less than what may be available under Concept 2 – Priced Roadway.

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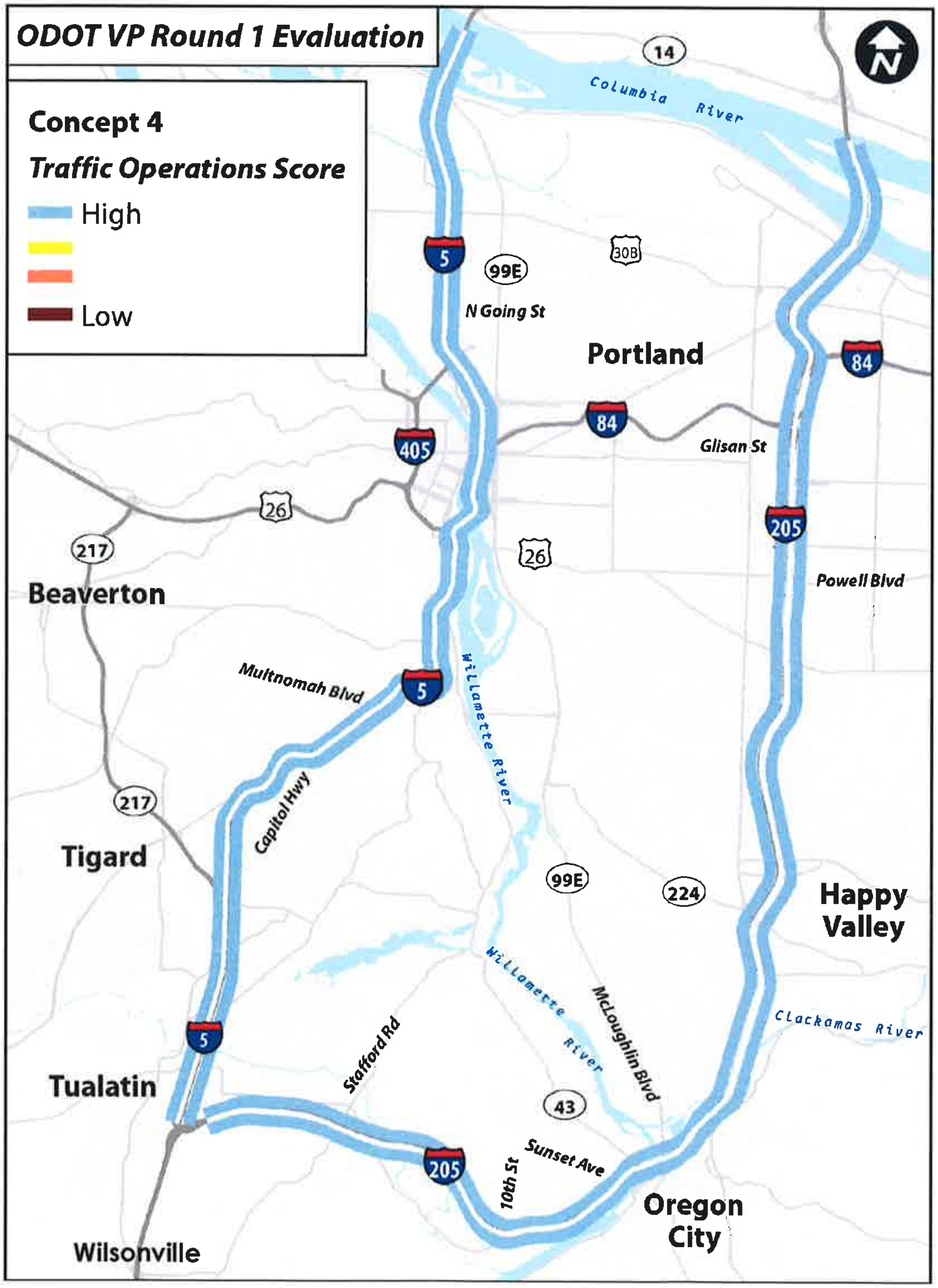
3.5 Concept 4 – Priced Lane Construction: Construct a New Priced Lane on I-5 and I-205 in Each Travel Direction

Figure 6. Concept 4 – Priced Lane Construction: Traffic Operations



Overview

Concept 4 – Priced Lane Construct performs well from a traffic operations perspective because of the added third or fourth lane in each direction; however, it would be by far the most expensive to implement and in some cases the addition of a third or fourth lane would require considerable additional freeway and interchange construction, which could have a range of environmental or social impacts in some areas.

Traffic Operations

- From a traffic operations perspective, this option performs very well because the additional capacity provided by a new lane significant improves both vehicle throughput and travel speed. In addition, the ability to optimize traffic flow on the new lane due to pricing protects this capacity of the new lane from degrading over time.
- Vehicles 10,000 pounds and more (such as many freight trucks and transit vehicles) would not benefit from using the priced lane because they are prohibited from operating in the left-most priced lane.[6] However, all drivers would benefit from the added capacity overall, which would reduce demand for the general purpose lanes.
- While adding an additional lane could improve conditions on the study corridors, care must be taken that the facilities outside of the study corridors would not become significant bottlenecks due to the added lane being dropped at the study corridor boundaries. This is of particular concern for the Columbia River bridges, the I-84 interchanges with I-5 and I-205, and the junction of I-5 / I-205 south of Tigard.

Capital and Operating Costs

- Concept 4 – Priced Lane Construction is, by far, the most expensive. The capital expenditures to construct a new lane on I-5 and I-205 would be significant and would include the development of a back-office system to collect tolls, toll gantries along the tolled facilities, and lane restriping and signage improvements to delineate the tolled facilities.
- Experience from other areas of the country show that revenues from a single managed lane are traditionally low and would not be expected to repay the costs of all new construction required to build an additional lane.[10]

Geometric and Physical Constraints

- The physical constraints of adding a new lane are significant, particularly on I-5. Constraints primarily exist at interchanges, both with I-84 and I-405 as well as with arterial roadways where widening on a structure (overpass), or widening under the structure (underpass) becomes more difficult due to the physical constraints of existing infrastructure. While interchanges may have issues relating to exiting

[10] Note: Oregon Highway Plan Policy 6A states that "the use of tolling for financing the construction, operations and maintenance of new roads, bridges or dedicated lanes only if expected toll receipts will pay for an acceptable portion of the project costs." http://www.oregon.gov/ODOT/Planning/Documents/OHP.pdf

and entering traffic that can make the issue more complex, any overpass or underpass may present a physical constraint. This has implications for social and environmental impacts, and increases the cost of construction to a large degree.

Equity and Mitigation

- Widening the freeways the entire length could have impacts on property and buildings in the urban areas, as well as potential impacts on community cohesion in particular areas. More detailed analysis of environmental and social impacts would occur in a future NEPA process (after December 2018).
- As all existing free general purpose lanes will remain available under this concept, the need for toll-related mitigation is substantially reduced. However, additional mitigation would be expected to address environmental and/or community impacts.

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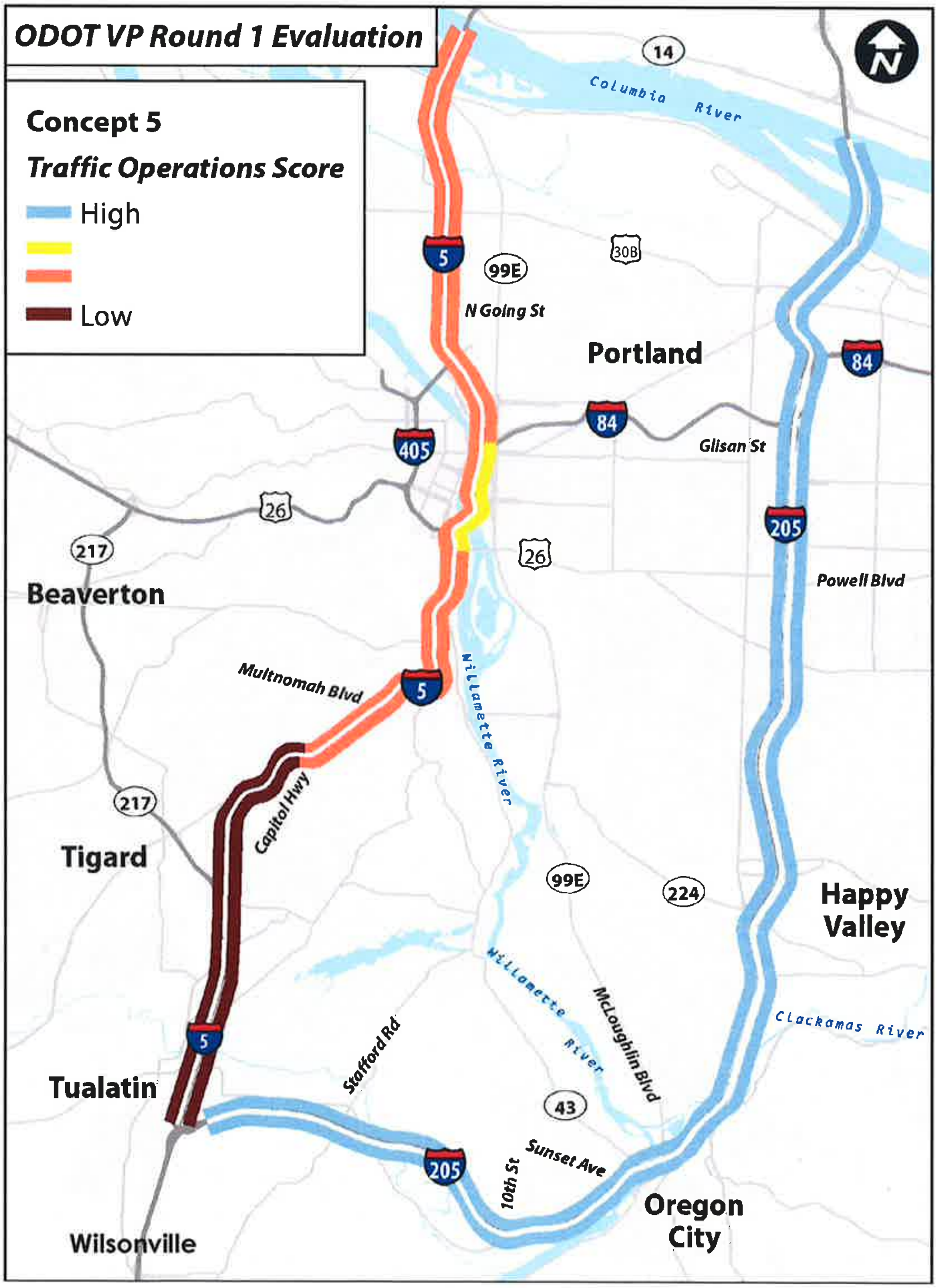
3.6 Concept 5 – Baseline (no pricing) on I-5 with Priced Lane Construction on I-205

Figure 7. Concept 5 – Traffic Operations



Overview

- Round 1 analysis shows significant improvements in both person/vehicle throughput and travel time on I-205. The additional throughput on I-205 does not appear to reduce traffic on I-5. Therefore, travel time savings on I-5 are minor.
- Traffic conditions on I-205 significantly improve due to the added capacity; however, the Round 1 analysis does not indicate a significant impact on I-5.
- Naturally, costs are significantly less compared with constructing lanes on both I-5 and I-205 but lane construction cost along all of I-205 would be very high.

Traffic Operations

- Vehicles 10,000 pounds and more (such as many freight trucks and transit vehicles) would not benefit from using the priced lane on I-205 because they are prohibited from operating in the left-most priced lane.[6] However, all drivers would benefit from the added capacity overall, which would reduce demand for the general purpose lanes.
- While adding an additional lane could improve conditions on I-205 within the study corridors, care must be taken that the facilities outside of the study corridors would not become significant bottlenecks due to the added lane being dropped at the study corridor boundaries.

Capital and Operations Costs

- While this concept is not as expensive to implement as Concept 4, it would have substantial costs. Capital costs include the development of a back-office system to collect tolls, toll gantries along the tolled facilities, and lane restriping and signage improvements to delineate the tolled facilities as well as capital expenditures to construct a new lane on I-205.[10]
- Revenue collection would be significantly less than would be experienced on the other concepts discussed previously.

Geometric and Physical constraints

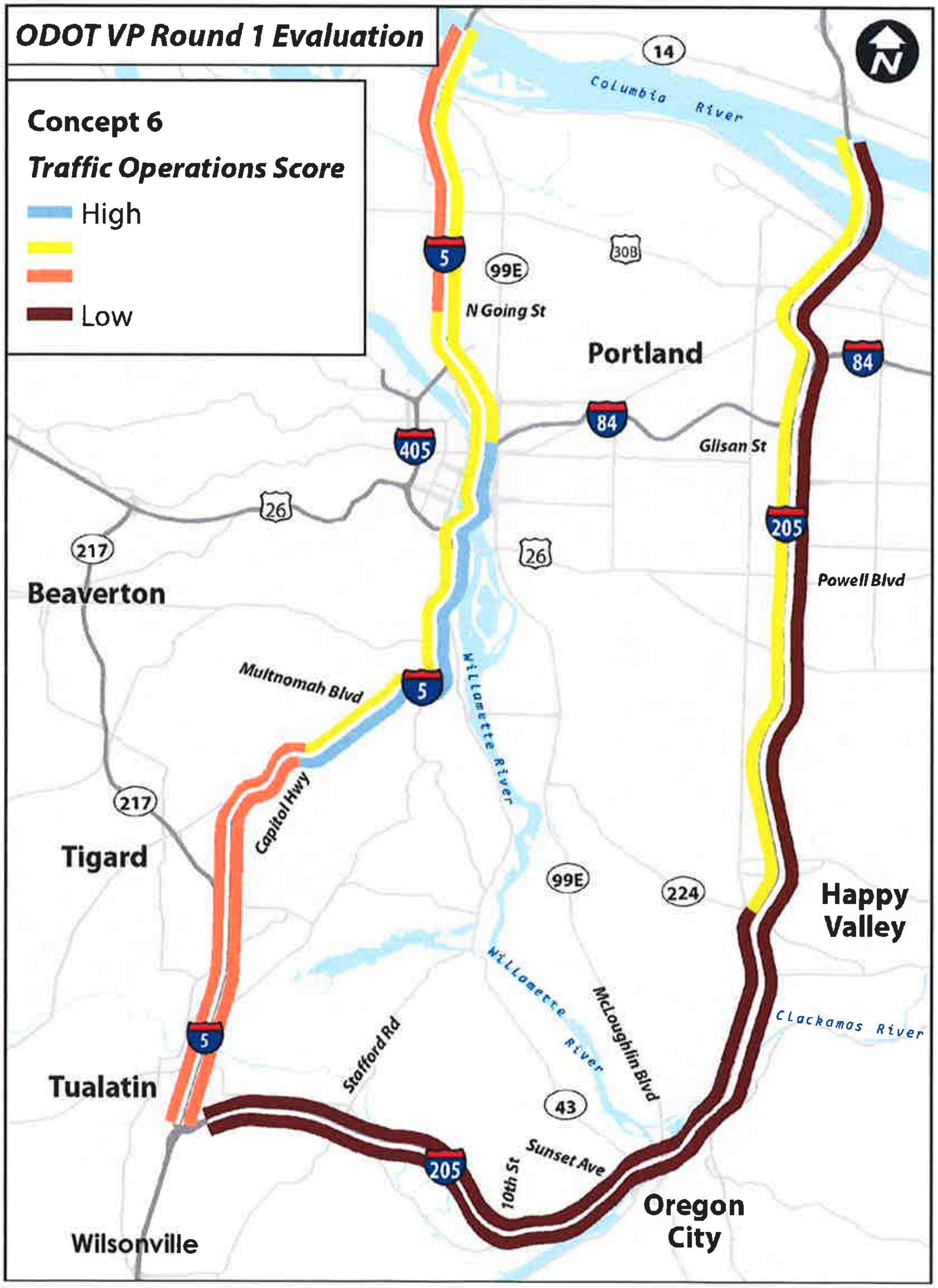
- Physical constraints are less on I-205 than on I-5; however, they do exist. Constraints primarily exist at interchanges, both with I-84 as well as with arterial roadways where widening on a structure (overpass), or widening under the structure (underpass) becomes more difficult due to the physical constraints of existing infrastructure. While interchanges may have issues relating to exiting and entering traffic that can make the issue more complex, any overpass or underpass may present a physical constraint.

Equity and Mitigation

- As all free general purpose lanes currently available on I-5 will remain, and only I-205 is impacted, the need for mitigation is reduced compared to options with tolling on two corridors. However, the need for mitigation still exists, and the mitigation is practically identical to that described under Concept 3 and Concept 4 on both I-5 and I-205.

3.7 Concept 6 – Priced Roadway on I-5 with Baseline (no pricing) on I-205

Figure 8. Concept 6 – Traffic Operations



Overview

- This likely is the lowest-cost concept considered and could effectively manage the most congested segments in the study corridor: I-5 through most of Portland.
- This is the only likely viable improvement through the downtown Portland area. Because of its effectiveness it is likely to bring significant congestion improvement to this area.
- The ability to manage traffic outside of the immediate downtown Portland area assists in overall improvement to the transportation system.
- Benefits would accrue to all users of I-5 including freight and transit.
- Mitigation will be needed because all lanes of I-5 will be tolled. That said, priced roadway concepts tend to generate significantly more revenue than priced lanes, providing more opportunity for other types of improvements or mitigations.

Traffic Operations

- The Round 1 analysis shows reduced throughput on I-5 during the peak period. The project team believes based on experience with tolled facilities around the country that I-5 would see traffic congestion relief. Overall, impacts and benefits on I-205 are expected to be relatively minor.
- Peak period travel time improves significantly on I-5. This is one of the indicators driving the relatively high performance of this concept on I-5.
- Benefits would accrue to all users of I-5 including freight and transit.

Capital and Operations Costs

- Implementing this concept is the least costly. Capital cost would include the development of a back-office system to collect tolls as well as toll gantries.

Geometric and Physical Constraints

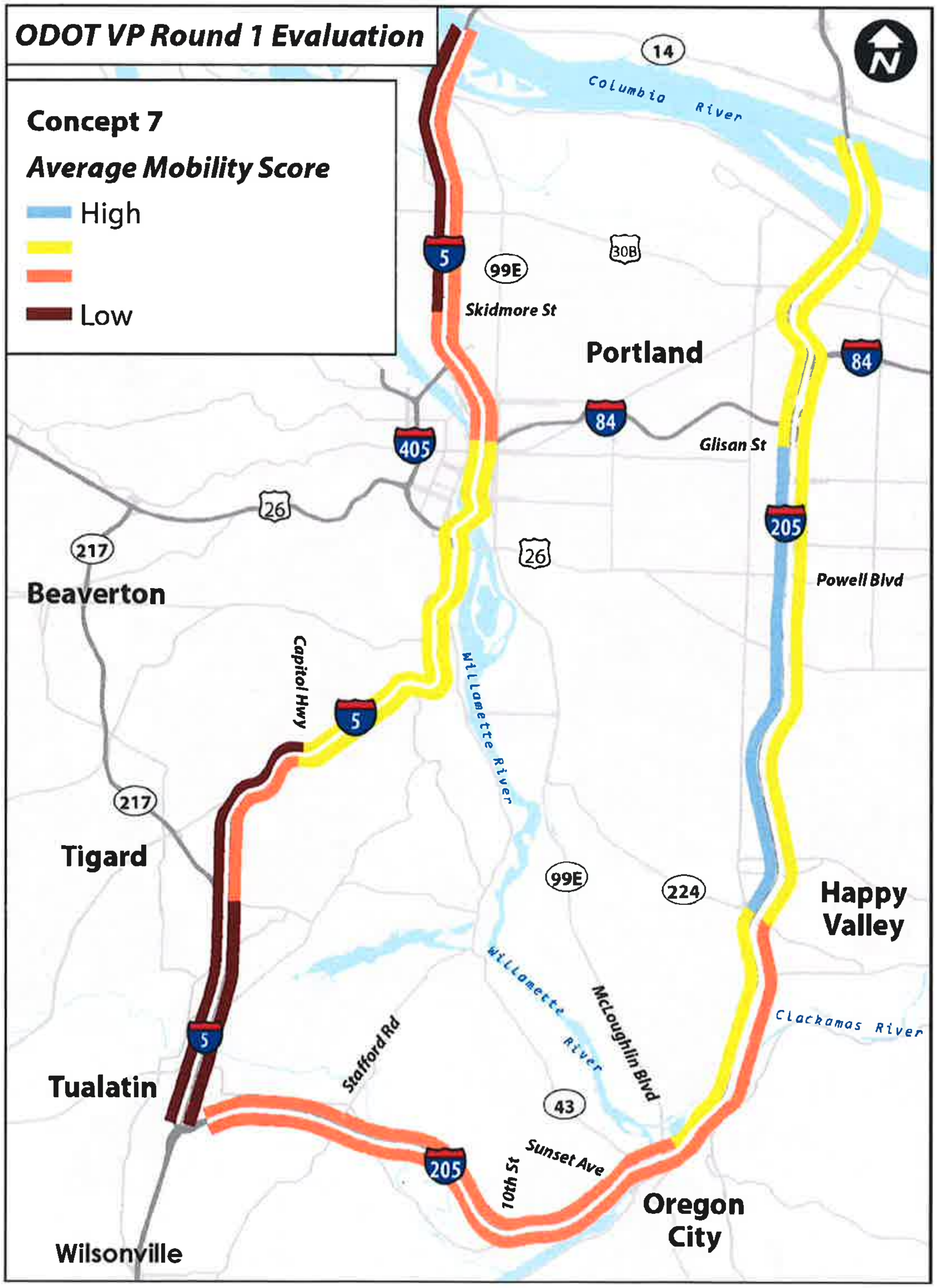
- The same conditions apply as that for Concept 2 - Priced Roadway. However, since I-205 would not be tolled under this concept, the already minor constraints to implementing the concept are less.

Equity and Mitigation

- While not all lanes on both I-5 and I-205 are tolled, tolling all lanes on I-5 will still require a significant level of mitigation as all drivers accessing I-5 in the Portland metropolitan area must pay a toll.
- As all lanes are tolled so all traffic on I-5 can be managed, the toll rates required to prevent congestion breakdown are less than they would be for vehicles paying a toll in a converted or single added lane concept.

3.8 Concept 7 – Priced Lane Conversion on I-5 with Priced Roadway on I-205

Figure 9. Concept 7 – Traffic Operations



Overview

- Converting a general purpose lane on some segments of I-5 is problematic due to geometrics and interactions with other area freeways.
- Round 1 analysis results show diversion from I-205 to multiple alternative routes.
- Capital expenditures would be relatively low under this initial pricing concept.

Traffic Operations

- As has been the pattern in a toll all lanes concept, during peak periods vehicle throughput on I-205 is reduced, but vehicle speeds increase.
- Vehicles 10,000 pounds and more (such as many freight trucks and transit vehicles) would not benefit from using the priced lane on I-5 because they are prohibited from operating in the left-most priced lane.[6] However, drivers of all vehicle types would benefit from the all lanes tolled concept element and travel speed increases on I-205.

Capital and Operations Costs

- For reasons previously discussed for the convert a lane and toll all lanes concepts, capital expenditures for this concept are relatively low. Capital cost would include the development of a back-office system to collect tolls, toll gantries along the tolled facilities, as well as lane restriping and signage improvements to delineate the tolled facilities.
- This concept would not collect as much revenue as an option that tolls both I-5 and I-205. The reduced toll collection would not offset the slight reduction of capital cost to implement the concept.

Geometric and Physical Constraints

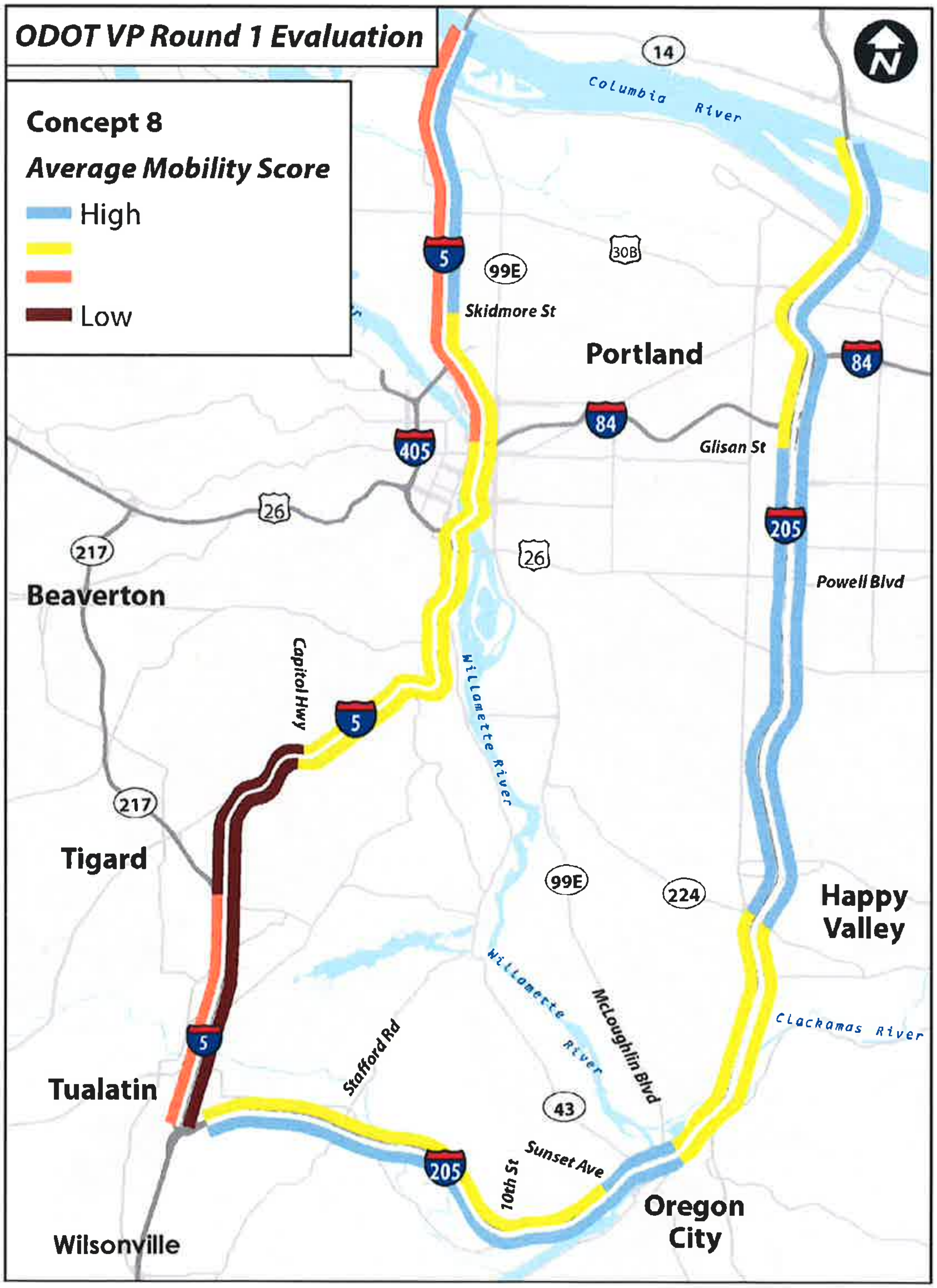
- Converting a general purpose lane on some segments of I-5 is problematic due to geometrics and interactions with other area freeways.
- Physical constraints do not have a significant effect on a toll all lanes concept on I-205.

Equity and Mitigation

- While not all lanes on I-5 and I-205 are tolled, tolling all lanes on I-205 will still require a significant level of mitigation as all drivers accessing I-205 in the Portland metropolitan area must pay a toll.

3.9 Concept 8 – Priced Lane Conversion on I-5 with Priced Lane Construction on I-205

Figure 10. Concept 8 – Traffic Operations



Overview

- Traffic conditions on I-205 significantly improve under this initial pricing concept.
- Converting a general purpose lane on some segments of I-5 is problematic due to geometrics and interactions with other area freeways.
- Costs are significantly less compared with constructing lanes on both I-5 and I-205.

Traffic Operations

- The improved performance on I-205 does not appear to reduce vehicle traffic on I-5. For this reason, travel time savings on I-5 are minor.
- While adding an additional lane could improve conditions on I-205 within the study corridor, care must be taken that the facilities outside of the study corridor would not become significant bottlenecks due to the added lane being dropped at the study corridor boundaries.
- Vehicles 10,000 pounds and more (such as many freight trucks and transit vehicles) would not benefit from using the priced lane on I-5 because they are prohibited from operating in the left-most priced lane.[6] However, all drivers would benefit from the added capacity on I-205, which would reduce demand for the general purpose lanes.

Capital and Operations Costs

- As a lane is only being added to I-205 under this initial pricing concept, the capital cost is less than if lanes were constructed on both I-5 and I-205 However, this will still result in a significant capital expense.
- Capital cost would include the construction of a lane, development of a back-office system to collect tolls, toll gantries along the tolled facilities, as well as lane restriping and signage improvements to delineate the tolled facilities.
- Revenue collection would be significantly less than would be experienced on the other concepts.

Geometric and Physical Constraints

- Physical constraints are less on I-205 than on I-5, though they exist near interchanges, overpasses, and in urban areas or where topography is steep.

Equity and Mitigation

- All toll-free general purpose lanes available currently on I-205 will remain available under this initial pricing concept. There is a general purpose lane converted to tolling on I-5, so the need for mitigation is again less than some concepts, but still exists. Mitigation findings are similar to Concept 4.
- Widening I-205 the entire length could have impacts on property and buildings in the urban areas, as well as potential impacts on community cohesion in particular areas. More detailed analysis of environmental and social impacts would occur in a future NEPA process (after December 2018).

4 ROUND 1 EVALUATION RESULTS: PROJECT TEAM RECOMMENDATIONS

Informed by the evaluation and public input on the initial concepts, as well as project team experience with congestion pricing systems throughout the US, the project team identified five pricing concepts to move forward into the round 2 technical evaluation and future public outreach. The concepts define the pricing strategy and the location. The project team chose these concepts for their ability to address congestion issues on I-5 and I-205 and their ability to examine differing types of strategies in addressing different congestion related issues. It is possible that other strategies may be implemented in the Portland metropolitan area in the future. The five concepts identified here provide the best look at the potential for tolling options to be developed in the Portland metropolitan area. The concepts below are not presented in any rank or order.

4.1 Round 2 Concept A: Northern I-5 Priced Lanes

Round 2 Concept A would place tolls on the existing HOV lane from south of the Martin Luther King Jr. Boulevard/Marine Drive/Delta Park interchange to the Going Street/Alberta Street interchange in north Portland to allow single-occupancy vehicles to access the HOV lane. It would also convert the leftmost southbound general purpose lane to a priced lane along the same segment. This project would allow this widely used strategy in the US to be examined in the Portland metropolitan area.

For evaluation purposes, this round 2 evaluation concept assumes that both the northbound and southbound priced lane projects would be completed. However, if this concept is recommended for implementation, future analysis may determine a two-phased project implementation approach.

Key reasons this concept was chosen:

- The conversion of the northbound HOV lane can be implemented more quickly than any of the other round 2 evaluation concepts because it requires minimal federal approval (northbound HOV lane conversion only).
- Congestion on the segment of I-5 is significant.
- This would be the least expensive Round 2 concepts to implement.

Key topics to consider during the round 2 evaluation or later:

- Current HOV performance.
- Number of occupants to be allowed in the priced lane for free or reduced toll.
- Diversion to OR99E and other roadways adjacent to the tolled facility.
- Requirements of federal regulations and NEPA.

Figure 11. Round 2 Concept A: Northern I-5 Priced Lanes

4.2 Round 2 Concept B: I-5 Toll All Lanes between Going St./Alberta St. and Multnomah Blvd.

Round 2 Concept B would toll all lanes on I-5 in and near downtown Portland between the Going Street/Alberta Street interchange to the north and the Multnomah Boulevard interchange to the south. Traffic flow in this area is perhaps the most problematic of the corridors. Other priced lane options that were considered have significant viability and operational limitations, including cost prohibitive construction and limitations for freight benefits. This is also a relatively low cost type of project to implement. For these reasons, the roadway toll in this segment should be examined to address this major congested corridor.

Key reasons this concept was chosen:

- This is a key area of traffic concern, but it has a very limited number of potential solutions to improve traffic flow without significant and impactful capital construction.
- This round 2 concept provides the possibility of developing a revenue source for improvements in this section of freeway.
- Congestion in this area of I-5 is among the most severe in the Portland metropolitan area.

Key topics to consider during the round 2 evaluation or later:

- Diversion to the Lloyd District, I-405 and Grand Ave/Martin Luther King, Jr. Blvd.
- Mode shift to transit.
- Equity impacts and potential mitigation measures.
- Requirements of federal regulations and NEPA.

Figure 12. Round 2 Concept B: I-5 Toll All Lanes between Going St./Alberta St. and Multnomah Blvd.

4.3 Round 2 Concept C: Priced Roadway – Toll All Lanes

Round 2 Concept C would toll all lanes of I-5 and I-205 within the study corridors from the state line to the merge of I-5 and I-205.

Key reasons this concept was chosen:

This alternative provides significant congestion relief as it maximizes the ability to manage traffic efficiency on north-south freeways the length of the entire region.

- This alternative is likely to raise the most revenue that could be used to improve geometric conditions on area roadways, and could provide capital revenue for transit projects on the roadways, or other mitigation measures.
- Compared to the expense of adding new roadway lanes, this alternative is relatively inexpensive to implement.
- As described in the evaluation, the Priced Roadway – Toll All Lanes initial concept was the most effective at reducing congestion. It also would likely result in the highest net revenue. As such this concept may have the most opportunity for tolling during congested times of the day while providing the most funding toward mitigation strategies.

Key topics to consider during the round 2 evaluation or later:

- Diversion to roadways adjacent to the tolled facilities.
- Impacts on I-84, I-405 and the Boone Bridge over the Willamette River in Wilsonville, Oregon.
- The option to only impose tolls during congested periods (allowing for un-tolled times).
- Requirements of federal regulations and NEPA.
- Equity impacts and potential mitigation measures.

Figure 13. Refined Concept C: Priced Roadway – Toll All Lanes

4.4 Round 2 Concept D: I-205 Priced Lane – OR99E to Stafford Rd.

Round 2 Concept D proposes that a third general purpose lane in each direction on I-205 between the OR99E interchange and the Stafford Road interchange be converted to a priced lane and that the new lane planned to be constructed by 2027 in both directions between Stafford Road through the Abernethy Bridge be constructed as this priced lane. This concept will examine the feasibility of accelerating planned project schedules by using toll revenue.

Key reasons this concept was chosen:

- It removes a two-lane bottleneck that has three-lane cross sections on both ends of the concept.
- It may provide additional revenue that may allow a needed infrastructure project to be significantly accelerated.
- It has the potential to resolve congestion issues that exist in the southern corridor.

Key topics to consider during the round 2 evaluation or later:

- Diversion to roadways adjacent to the tolled facilities.
- Requirements of federal regulations and NEPA.
- Operational effects on I-5.

Figure 14. Round 2 Concept D: I-205 Priced Lane – OR99E to Stafford Rd.

4.5 Round 2 Concept E: Abernethy Bridge Priced Roadway

This concept was identified to address a funding need for a planned congestion-relief project – a third lane on I-205 between Stafford Road and the Abernethy Bridge, including the Abernethy Bridge widening itself. The evaluation of the priced lane conversion concept in this location (Initial Concept 3) showed that the planned third lane is expected to achieve improved traffic operations. For this reason, a priced lane in this vicinity (Round 2 Concept D) is included for Round 2 analysis.

However, experience with other congestion pricing projects in the US has shown that a single priced lane of this length would not be expected to generate sufficient revenue to pay for the Stafford Road to Abernethy Bridge Widening project. Concept E was identified as a strategy to address this bottleneck by generating net revenues to fund construction. While the emphasis of the Value Pricing Feasibility Analysis has been congestion pricing, the inclusion of Concept E as a revenue strategy is consistent with the PAC Charter because it considers how to fund a congestion-relief project through pricing. It also is consistent with the direction of House Bill 2017, Section 120.

Round 2 Concept E was identified as a strategy to address the two-lane bottleneck on I-205 by tolling all lanes of I-205 on the Abernethy Bridge. This concept will examine the feasibility of providing funding for the Abernethy Bridge reconstruction project by using toll revenue.

Key reasons this concept was chosen:

- Without net funding from tolling, this known bottleneck and regional priority project could not be built. This concept will examine the viability of tolling as a funding source at this location for a planned project.
- This bridge toll project would enable the removal of a two-lane bottleneck at the Abernethy Bridge to improve traffic operations and reduce vehicle crashes.
- It could accelerate implementation of seismic upgrades to the Abernethy Bridge.
- It provides additional revenue that may allow a needed infrastructure project to be significantly accelerated.
- It has the potential to resolve congestion issues that exist in the southern corridor.

Key topics to consider in Round 2 evaluation or later:

- Diversion to roadways adjacent to the tolled facilities.
- Requirements of federal regulations and NEPA.
- Anticipated revenue potential to support the construction of the I-205 widening project.
- Operational effects on I-205.

Figure 15. Refined Concept E: Abernethy Bridge Priced Roadway

5 POTENTIAL REFINEMENT OF ROUND 2 CONCEPTS

As presented, the Round 2 evaluation concepts A through E are standalone congestion management strategies. However, the Policy Advisory Committee may wish to consider a recommendation to implement two or more of the concepts together as a larger strategy to address multiple congestion issues on I-5 and I-205. For instance, Concept A – Northern I-5 Priced Lanes could be implemented with Concept D – I-205 Priced Lane on I-205 between OR99E and Stafford Road. All the Round 2 concepts or any combination of them, aside from Concept C – Priced Roadway (I-5 and I-205), could be implemented as a regional approach to congestion management. If two or more concepts were implemented, the operational benefits and impacts would be different than if only one concept is implemented. Additional analysis would be required to determine whether the effect of combining multiple Round 2 concepts would be positive or negative.

JANUARY 2018

Portland Metro Area Value Pricing Feasibility Analysis
FACT SHEET

We have a congestion problem

It's not your imagination — more people and merchandise are sitting in Portland-area traffic longer. Buses, bicycles and pedestrians also are affected as the system slows. Regional growth has strained the Portland metro area's six major highways — including I-5 and I-205. Congestion and delays are increasing throughout all hours of the day creating unpredictability, costing people and businesses, and increasing crashes.

Not one *single* solution

In 2017, the Oregon Legislature authorized substantial funding to improve area highways, transit, biking and walking facilities, and use technology to make the system work better. The Legislature also directed the Oregon Transportation Commission (OTC) to seek federal approval to implement value pricing on I-5 and I-205 to address the congestion problem.

What Is value pricing?

Pricing strategies have been used successfully for years by utilities, sporting events and movie theaters. The price is determined by how many users want to use a limited service.

Value pricing, also called congestion pricing or variable rate tolling, is a proven tool resulting in faster, more reliable and predictable trips. It has been successfully implemented in the U.S. and around the world.

Value pricing uses fees or tolls to manage congestion. During more congested times of the day a higher fee is charged, encouraging some drivers to consider other travel options such as alternate routes, carpools, transit or travel at less congested times. This improves mobility for all drivers who pay the fee, and potentially for the entire system. Fees are collected electronically so drivers do not have to stop at toll booths.

The OTC will consider two main types of value pricing:

- **Priced lanes**, which give drivers a choice to pay to use the lane to save time or to use the adjacent, unpriced lanes.
- **Priced roadways**, a concept under which all lanes would be priced.

Implementation of priced lanes in the Portland metro area requires a decision about whether to construct new lanes or convert general travel lanes.

Both types of value pricing tools could be applied to the entire highway or to specific highway segments, which could include bridges.

+30,761
MORE PEOPLE
Portland area population growth
2014 - 2015

+13.6%
MORE CONGESTION
Hours of weekday congestion growth in the Portland area
2013 - 2015

+22.6%
MORE TRAFFIC DELAYS
In the Portland area
2013 - 2015

BENEFITS OF VALUE PRICING

FOR SAFETY

Reducing congestion, particularly at bottlenecks, smooths and steadies traffic flow and reduces the opportunity for rear-end crashes.

FOR COMMUTERS

Improved travel time increases reliability and efficiency for priced lane users.

FOR FREIGHT

Congestion relief through value pricing makes travel time more predictable, which saves costs and reduces truck trips.

Value pricing: A tool to manage congestion in the Portland metro area

The Oregon Department of Transportation (ODOT) is conducting a feasibility analysis to explore the options available and determine how and where value pricing could help improve congestion on I-5 or I-205 during peak travel times. There are many ways value pricing could be applied.

Over the next several months, ODOT will engage the public on the potential value pricing concepts and their effects.

Any proposal will reflect our values

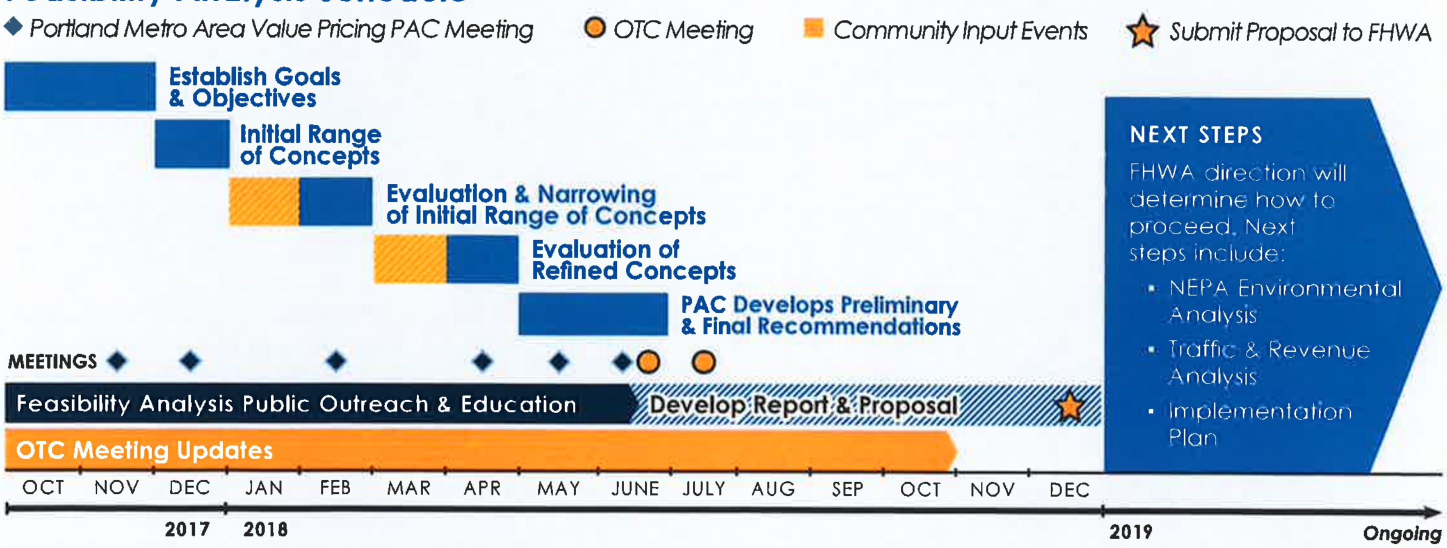
To make sure that any proposal reflects our values around fairness and equity, the Oregon Transportation Commission (OTC) created a Policy Advisory Committee (PAC) so diverse perspectives can inform a final proposal. The PAC will consider the benefits to congested corridors and effects to travelers and adjacent neighborhoods. The PAC will recommend to the OTC the best location(s) and type(s) of value pricing for the metro area. The OTC is the tolling authority in the state and will submit its proposal to the Federal Highway Administration (FHWA) by the end of December 2018. After that, additional work will include public outreach; environmental, traffic, and revenue analysis; and a tolling agreement.

Make your voice heard

Public review and input is essential to help fully evaluate value pricing and determine the best option for our area.

- **Ask a question or provide a comment:**
  ValuePricingInfo@odot.state.or.us
  (503) 610-8595
- **Provide input to the Policy Advisory Committee:**
  ValuePricingPAC@odot.state.or.us
- **Learn more:**
  www.ODOTValuePricing.org

Feasibility Analysis Schedule



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INTRODUCTION TO THE APPENDICES:

Purpose of Round 1 Evaluation and the Use of Results

The purpose of analysis performed in Round 1 is to identify concepts that warrant additional evaluation and to screen out the concepts that are not viable or not advised. Methodologies chosen for use in Round 1 facilitated the analysis of many concepts such that project resources were used efficiently and subsequent phases of the project could focus on those concepts more likely to bring about the goals of the PAC in its charge. Round 1 analysis is not designed to be a final determination of the preferred method.

The technical analysis is used to inform an assessment of the relative performance of the value pricing building blocks when applied broadly. While these results provide a good indicator of relative performance, the final analysis and recommendation is informed by professional judgment and best practices. Concepts that move forward will need to reconsider the analysis assumptions and methods.

Existing Congestion

Congestion on urban freeways is of two types. As traffic demand increases, speeds on the freeway begin to drop. Speeds, which may be 65 mph or more under totally uncongested conditions, can drop into the 40 mph range. While this is not ideal, traffic flow remains continuous, and the facility's ability to move traffic volumes is not impacted. However, as demand increases even further, the facility becomes hyper-congested. Under hyper-

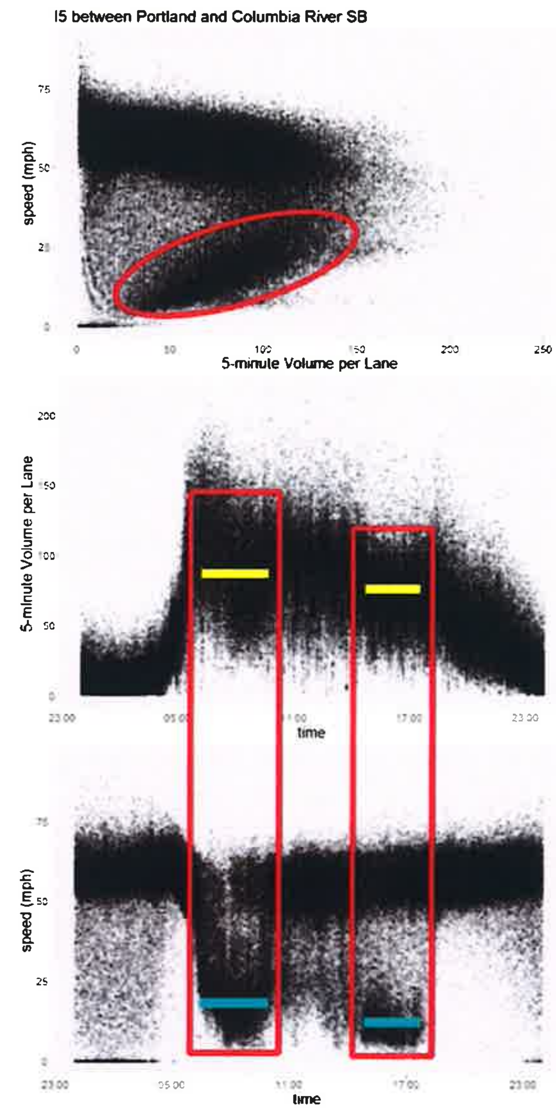


Figure A – Hyper Congestion

congested conditions, traffic speeds are not only significantly slowed (below 45 mph), but vehicle throughput is also reduced by the congestion itself. An example of existing hyper-congested conditions on I-5 south of the Columbia River is shown in Figure A above.

The three graphics shown in Figure A are simple scatter plots of actual volume and speed data from an existing automatic traffic count station on I-5. Each of these graphics are formed from a dot placed on the graph based on the speed versus the volume observed (top), or the traffic volume versus the time observed (middle), or the traffic speed versus the time observed over a large number of observations(bottom). While no attempt was made to form a pattern, the areas within the red shapes are showing the presence of hyper-congestion, the yellow bars show the approximate average throughput volumes, and the light blue bars show the approximate average speed during hyper-congestion. As such, I-5 in this area is not currently operating close to its optimum throughput during peak travel periods. Similar patterns are observed on other areas of I-5 and I-205.

The Impact of Hyper-Congestion

At optimum throughput, just prior to congested conditions setting in, this section of I-5 carries the equivalent of 1,900 – 2,200 vehicles per hour per lane. However, as shown in Figure A, average vehicle throughput per lane is approximately 80 vehicles per lane for a five-minute interval during peak periods. This equates to 960 vehicles per lane per hour - approximately 50% of what would be expected if the freeway were functioning efficiently.

Hyper-congestion also impacts speeds, which are averaging approximately 60 mph during off-peak periods and drop to approximately 10 mph during peak periods.

Impact on Diversion and Throughput Results

The traffic performance reported in Round 1 was based, in part, on Metro's latest Trip-Based Travel Demand Model. Metro's Models are identified with names as they are updated, with Metro's "KATE" version used in this analysis. It was chosen to maintain consistency with other planning tools used in the region.

Models such as KATE are excellent planning tools and can produce a wide variety of information. Taking into account and reporting out changes under hyper-congested conditions is not, however, the model's strongest point. In fact, it is likely that the model is over reporting both diversion and throughput reduction compared to what would be expected under hyper-congested operating conditions. This happens because this type of model is based on total demand rather than total volume and therefore cannot predict likely roadway function under hyper-congested conditions. Modeling results were certainly not ignored in Round 1, and the results helped to inform many decisions. The team did, however, take into account the ways in which KATE might be over-reporting diversion and reduced throughput in its results.

Moving into Round 2, the modeling team is investigating ways that the KATE model can better address hyper-congested conditions.

APPENDIX A: ROUND 1 METHODOLOGY AND SCREENING DATA DEVELOPMENT

Appendix A presents the evaluation type and tools used to perform the analysis for each performance measure in Round 1. A description of the need for the performance measure and the scoring criteria also is provided. Scores range from 0 to 5. The higher the number, the better the strategy and roadway section performance ranked under that criterion. A brief discussion of likely differences between Round 1 and Round 2 analysis can be found at the end of Appendix A.

Factor	Performance Measures	Evaluation Type	Tool	Description	Scoring
Transit service and active transportation	▪ Adequacy of transit service	Qualitative	Transit System Maps, Aerial Review	The ability of a pricing concept to increase the use of transit is dependent on the adequacy of transit services within the area. Drivers with little to no access to viable transit services will not be able to use transit as an alternative to travel in a personal vehicle. This metric assesses the availability of transit services, or planned transit service along segments of I-5 and I-205. Segments with frequent transit services running along the direct route with short headways (15-minute arrivals or better), segments with many transit stations and/or park-and-ride facilities will be scored higher.	0 – Low to Non-existent: Segments with no existing transit service, or only one route with long headways. 2.5 – Medium: Segments with one transit route with relatively short headways, or multiple routes with longer headways. Additionally, one park-and-ride lot or major transit station within a one mile radius. 5 – High: Segments with multiple routes with short headways running along its length and served by more than one park-and-ride lot or major transit station.

Factor	Performance Measures	Evaluation Type	Tool	Description	Scoring
Transit service and active transportation	▪ Options for bicycle and pedestrian travel on routes with diverted traffic	Qualitative	RTP Existing Regional Bicycle Network and RTP Existing Regional Pedestrian Network	This metric assesses the availability and adequacy of bicycle and pedestrian infrastructure that might serve as a non-vehicular alternative mode to travel in a personal vehicle. Concepts with available bicycle and pedestrian options will be scored higher.	0 –Non-existent bicycle and pedestrian options. 2.5 – Medium: Segments with minimal bicycle and pedestrian options. 5 – High: Segments with multiple bicycle and pedestrian options.
Traffic operations improvement on I-5 and I-205	▪ Vehicle and person throughput on I-5 and I-205 during the PM peak 2-hour period	Quantitative (vehicles and persons)	TOM	This metric describes the number of vehicles and the number of people moved in those vehicles along segments of I-5 and I-205. Pricing concepts that increase the number of vehicles and people moving along a segment of I-5 or I-205 during the PM peak 2-hour period will score higher than those pricing concepts that do not move as many vehicles and people or reduce overall throughput.	0 – Does not improve (or reduces) vehicular or person throughput 1- Results in marginal improvements in throughput (up to 5 percent improvement over the baseline)) 3 – Results in noticeable improvements to throughout (between 5 to 10 percent improvement over the baseline) 5 – Results in significant improvements to throughput (over 10 percent improvement over the baseline

Factor	Performance Measures	Evaluation Type	Tool	Description	Scoring
Traffic operations improvement on I-5 and I-205	▪ Freight truck throughput on I-5 and I-205 during the PM peak 2-hour period	Quantitative	TOM	This metric describes the number of commercial and other heavy freight vehicles that move along segments of I-5 and I-205. Pricing concepts and that increase the number of commercial vehicles moving along a segment of I-5 or I-205 during the PM peak 2 hour period will score higher than those pricing concepts that do not move as many vehicles or reduce overall throughput.	0 – Does not improve vehicular or person throughput 1- Results in marginal improvements in throughput (up to 5 percent improvement over the baseline)) 3 – Results in noticeable improvements to throughout (between 5 to 10 percent improvement over the baseline) 5 – Results in significant improvements to throughput (over 10 percent improvement over the baseline
Traffic operations improvement on I-5 and I-205	▪ Travel time on I-5 and I-205 (both priced managed lanes and general purpose lanes (if any in the strategy) during the PM peak 2-hour period	Quantitative (priced managed lanes and general purpose lanes (if any in the strategy) evaluated separately)	TOM	Pricing frees available freeway capacity and provides tools to better manage that capacity. As such, pricing should reduce the amount of time it takes to travel along a freeway on priced managed lanes, or (evaluated as a separate criterion) general purpose lanes, if there are any in the strategy. This metric describes the time it takes a passenger vehicle to travel along a segment of I-5 and I-205 during the PM peak 2-hour period. Pricing concepts that reduce travel time will receive a higher score than pricing concepts that do not improve travel time or increase travel times.	0 – Does not reduce travel times or results in increased travel times. 1- Results in marginal improvements to travel time (up to 5 percent reduction relative to the baseline)) 3 – Results in noticeable improvements to travel time (between 5 to 10 percent decrease relative to the baseline) 5 – Results in significant improvements to travel times (over 10 percent reduction relative to the baseline)

Factor	Performance Measures	Evaluation Type	Tool	Description	Scoring
Traffic operations improvement on I-5 and I-205	▪ Travel time on Managed Lanes during the PM peak 2-hour period	Quantitative (on strategies without both managed and general purpose lanes, this is not ranked)	TOM	Managing congestion on a designated lane on a freeway maintains its free-flow travel conditions resulting in a reduced travel time compared with the general purpose lanes.	0 – Does not reduce travel times or results in increased travel times. 1- Results in marginal improvements to travel time (up to 20 percent reduction relative to the baseline)) 3 – Results in noticeable improvements to travel time (between 20 to 40 percent decrease relative to the baseline) 5 – Results in significant improvements to travel times (over 40 percent reduction relative to the baseline)

Factor	Performance Measures	Evaluation Type	Tool	Description	Scoring
Traffic operations improvement on I-5 and I-205	▪ Freight truck travel time on I-5 and I-205 during the PM peak 2-hour period	Quantitative	TOM	Pricing frees available freeway capacity and provides tools to better manage that capacity. As such, pricing should reduce the amount of time it takes to travel along a freeway if traveling in a priced lane Travel in general purpose lanes may or may not improve in strategies with both priced and general purpose lanes. In strategies with all lanes priced, all vehicles, including freight vehicles travel in price managed lanes. In strategies with both priced and general purpose lanes, freight vehicles were assumed to travel only in the general purpose lanes. This metric describes the time it takes a commercial or heavy freight vehicle to travel along a segment of I-5 and I-205 during the PM peak 2-hour period. Pricing concepts that reduce travel time for freight vehicles, regardless of whether they travel in priced lanes or general purpose lanes will receive a higher score than pricing concepts that do not improve travel time or increase travel times.	0 – Does not reduce travel times or results in increased travel times. 1- Results in marginal improvements to travel time (up to 5 percent reduction relative to the baseline)) 3 – Results in noticeable improvements to travel time (between 5 to 10 percent decrease relative to the baseline) 5 – Results in significant improvements to travel times (over 10 percent reduction relative to the baseline)

Factor	Performance Measures	Evaluation Type	Tool	Description	Scoring
Traffic operations improvement on I-5 and I-205	▪ Trip length distribution	Quantitative, but moved to Round 2 as policy decisions related to strategies have a significant impact on results	SWIM (long trips)	Pricing may serve to discourage drivers from making short distance trips on the freeway or may provide an incentive to use alternate, toll free routes or other modes for short trips. This results on more freeway capacity for drivers making longer distance trips. This metric describes the change in the distribution of trip lengths along segments of I-5 and I-205. Pricing concepts will be scored higher if they result in trip distributions on the freeway with a higher mean/median trip length; indicating that fewer drivers are making short distance trips on the facility.	0 – Does not result in any change to trip length distribution or reduces the mean/median trip length along segments of I-5 or I-205. 1- Results in marginal increases in mean/median trip length (up to 10 percent increase relative to the baseline) 3 – Results in noticeable increases in mean/median trip length (between 10 and 25 percent increase relative to the baseline) 5 – Results in significant increases in mean/median trip length (over 25 percent increase relative to the baseline)

Factor	Performance Measures	Evaluation Type	Tool	Description	Scoring
Diversion of traffic	▪ Level of diverted trips onto adjacent facilities	Qualitative	Graphics Developed from KATE Output	Pricing concepts may result in some level of vehicular diversion from the priced roadway onto adjacent arterials. While this may improve operations on the freeway it can place additional strain on nearby arterials and major surface street routes. This metric qualitatively assesses the amount of vehicular traffic that might divert to nearby arterials from I-5 and I-205 as a result of pricing. This will include both the impact of the strategy as well as the availability of reasonable diversion options. Pricing concepts that are not expected to result in high levels of diversion will be scored higher. The level of diversion will include trip length with longer trips assumed to have more impact.	0 – High: Pricing concept is expected to result in diversion such that operating conditions on adjacent facilities will be degraded significantly 2.5 – Medium: Pricing concept is expected to result in diversion but operational performance on those arterials should not be degraded significantly 5 – Low: Pricing concept is expected to have minimal diversion and operations on adjacent facilities will not be impacted.
Diversion of traffic	▪ Regional impact to state highways outside of Metro area	Qualitative	SWIM	Pricing may incentivize drivers to not travel on I-5 and I-205 and travel instead on other regional highways. Furthermore, pricing of these two roads could lead to changes in what roadways drivers use traveling into and out of the Portland metro region. This metric provides an assessment of the impact of pricing concepts on state highways outside of the Metro area. Concepts that are not expected to negatively impact other regional highways outside of the Portland metro area will be scored higher. This metric is linked to the metric "Level of diverted trips onto adjacent facilities."	The SWIM model indicated that the impacts of all strategies would have a negligible effect on state highways outside of the Metro Area. As this criterion will not have an impact on the selection of strategies to move into Round 2, diversion impacts in the analysis are based solely on impacts to adjacent facilities. As described above.

Factor	Performance Measures	Evaluation Type	Tool	Description	Scoring
Diversion of traffic	▪ Mode share (HOV, SOV, light rail, and bus) *used for multiple objectives*	Qualitative	Based on the type of strategy developed and the availability of Transit, Bicycle, and Pedestrian facilities	Pricing may result in changes to modal use. Drivers may choose to carpool and share the cost of tolls or they may choose to use non-toll alternatives such as transit. Modal shift and, in particular, mode shifts that increase vehicular occupancy are beneficial in that it reduces congestion and can improve operations. This metric assesses the potential for pricing concepts to lead to changes in mode share. Concepts that result in a higher proportion of alternate mode use will be scored higher.	0 – Low: Pricing concept is not expected to change modal share or will increase the share of SOVs on segments of I-5 and I-205. 2.5 – Medium: Pricing concept may reduce SOV utilization by 5 percent or less along segments of I-5 and I-205. 5 – High: Pricing concept may reduce SOV utilization by 10 percent or more as a share of all modes on segments of I-5 and I-205
Diversion of traffic	▪ Safety impacts to all modes of transportation on routes with diversion	Qualitative	Based on the level of trip diversion and the availability of bicycle and pedestrian facilities	The diversion of trips from a priced facility to adjacent arterials and other roadways may degrade operational performance on those facilities and could increase safety risks. This metric qualitatively assesses the potential of pricing concepts to increase safety risks on adjacent facilities due to diversion and is therefore linked to the metric "Level of diverted trips onto adjacent facilities." Concepts that do not result in high levels of diversion to adjacent facilities will therefore be scored higher.	0 – High: Pricing concept is expected to result in increased safety risks on adjacent facilities due to diversion of trips 2.5 – Medium: Pricing concept is expected to result in diversion to adjacent facilities but safety risks on those facilities will be minimal 5 – Low: Pricing concept is expected to have minimal diversion and will not result in any new safety risks for adjacent facilities

Factor	Performance Measures	Evaluation Type	Tool	Description	Scoring
Equity impacts	▪ Changes in travel times comparing the lowest travel speeds from any given strategy (i.e. general purpose lanes instead of priced lanes on convert a lane strategies) to the baseline speed on the I-5 and I-205 facilities	Quantitative	KATE	Pricing is being considered on two key area highways: I-5 and I-205. These facilities are likely used disproportionately by Portland metro region drivers based on where they live and travel. Similarly, the pricing of these facilities may have disproportionate impacts to Portland metro region drivers again based on where they live and drive. This metric assesses the change in travel times and travel costs for drivers in key origin/destination points within the I-5 and I-205 corridors. Pricing concepts that decrease travel times and/or do not result in significant increased cost for drivers in the origin/destination points will receive higher scores.	0 – Pricing concept will increase travel times and will result in higher travel costs for drivers. 1 – Pricing concept will improve travel times but will impose significant additional travel costs 3 – Pricing concept will significantly improve travel times but with additional travel costs. 5 – Pricing concept will significantly improve travel times and with only marginal increases in overall travel costs.

Factor	Performance Measures	Evaluation Type	Tool	Description	Scoring
Impacts on the community, economy, and environment	▪ Physical impacts to existing residences and businesses	Qualitative	Based on review of aerials with an understanding of the location of EJ communities	The implementation of pricing may require new construction or changes to existing operations that could potentially impact nearby residences and businesses. This metric assesses each concepts potential to require significant construction or changes to the current roadway footprint for segments of I-5 and I-205. Concepts that do not require new construction or would not require significant changes to the operation of nearby roadways will receive higher scores. This metric is linked to the metric "Capital expenditure on facility."	0 – High: Concept will require new construction or significant changes to current roadway footprint such that nearby residences and businesses can be expected to see significant impacts. Significant impacts to EJ communities will also result in a score of "High" 2.5 – Medium: Concept will require new construction, reconstruction, or changes to existing roadway footprints within the segment that will likely impact some nearby residences and businesses. EJ communities are impacted. 5 – Low to Non-existent: Concept will not require new construction or changes to existing roadway footprints within the segment

Factor	Performance Measures	Evaluation Type	Tool	Description	Scoring
Cost	▪ Capital expenditure on facility	Qualitative	Based on the likely need for ROW, structures, or other elements that significantly impact price.	Different pricing concepts are likely to require differing levels of capital expenditures for implementation. Furthermore, many segments of the I-5 and I-205 corridors are physically constrained in terms of available right-of-way or the presence of other infrastructure such as bridges. This metric provides an assessment of potential capital expenditures based on the requirements of the concept itself and the presence of limiting factors (such as a lack of ROW) along key corridor segments. Concepts that will require minimal capital expenditures will be scored higher. This metric is linked to the performance metric "Physical impacts to existing residences and businesses."	0 – The concept can be accommodated within the segment but major construction and/or right of way procurement will be required 2.5 – The concept can be accommodated within the segment with moderate capital expenditure. 5 – The concept can be accommodated within the existing ROW of the segment with minimal capital expenditure.

Round 2 analysis will include all the Round 1 factors except for impacts to facilities outside of the Metro area, as these were found to be negligible. There will, however, be refinements and additions to the analysis. These include:

- Refined evaluation of throughput and local diversion
- Refined roadway costs with quantitative evaluation
- Order of magnitude revenue projections
- Refined Impacts to surrounding roadways
- Qualitative Air Quality Impacts
- Trip Length Distribution
- Refined analysis of Transit, Bicycle, and pedestrian effects

APPENDIX B: ROUND 1 PERFORMANCE MEASURES SUMMARY DETAILS

As there are many more criteria that can be developed for Traffic Operations than for Alternative Modes or Capital Expenditures, Traffic Operations would have dominated the analysis scoring in a non-weighted evaluation, even though these other metrics are of great importance. For that reason, much of the evaluation is based on "Roll Ups" of these three overarching criteria. In this way, they can receive equal importance in the analysis scoring. The purpose of Appendix B is to present these rolled up scores.

Scores range in each criterion from 0 to 5. The higher the number, the better the strategy and roadway section ranked under that criterion. This also applies to the rolled-up score. The criteria included in each rolled-up score in Appendix B are described below.

The Traffic Operations Score is based on 11 separate criteria. These include:

- Peak-Period Vehicle Throughput
- Peak-Period Person Throughput
- Peak-Period Freight Truck Throughput
- Peak-Period General Purpose Lane Travel Time
- Peak-Period Managed (priced) Lane Travel Time
- Peak-Period Freight Truck Travel Time
- Trip Diversion (Adjacent Facilities)
- Single Occupant Vehicle (SOV) Mode Shift
- Safety Impacts on Routes Carrying Diverted Traffic
- Key Destination Travel Time (placeholder only in Round 1)
- Key Destination User Cost (placeholder only in Round 1)

The Alternatives Mode Score is based on two separate criteria. These include:

- Adequacy of Transit Service
- Bicycle & Pedestrian Options

The Capital Expenditure Score is also based on two separate criteria. These include:

- Capital Cost (High-Level)
- Physical Impacts (with special attention to EJ Populations)

Scores for each individual criterion are given in Appendix C.

Concept 2 - Priced Roadway: toll all lanes on I-5 and I-205

Table B. Concept 2 - Summary Round 1 Evaluation Scores

Corridor	Segment ID	Direction	From	To	Length (Miles)	Traffic Operations Score	Alternative Mode Score	Capital Cost Score
I-5	2	NB	I-205	OR-217	3.6	2.50	0.00	5.00
I-5	3	NB	OR-217	Capitol Hwy	2.7	2.50	0.00	5.00
I-5	4	NB	Capitol Hwy	Ross Island Bridge	4.9	3.00	1.25	5.00
I-5	5	NB	Ross Island Bridge	I-84	1.9	3.00	5.00	5.00
I-5	6	NB	I-84	N Skidmore St.	2.2	3.00	5.00	5.00
I-5	7	NB	N Skidmore St.	Interstate Bridge	3.6	1.25	3.75	5.00
I-5	8	SB	Interstate Bridge	N Skidmore St.	3.6	2.55	3.75	5.00
I-5	9	SB	N Skidmore St.	I-84	2.2	2.80	5.00	5.00
I-5	10	SB	I-84	Ross Island Bridge	1.9	3.00	5.00	5.00
I-5	11	SB	Ross Island Bridge	Capitol Hwy	4.5	3.00	1.25	5.00
I-5	12	SB	Capitol Hwy	OR-217	3.0	2.50	0.00	5.00
I-5	13	SB	OR-217	I-205	3.7	2.50	0.00	5.00
I-205	15	NB	I-5	Stafford Rd	2.0	2.00	0.00	5.00
I-205	16	NB	Stafford Rd	10th St	3.3	2.00	0.00	5.00
I-205	17	NB	10th St	Sunset Ave	1.9	2.00	0.00	5.00
I-205	18	NB	Sunset Ave	Main St	1.2	2.25	1.25	5.00
I-205	19	NB	Main St	SR-224	4.1	2.00	0.00	5.00
I-205	20	NB	SR-224	NE Glisan St	7.7	2.75	3.75	5.00
I-205	21	NB	NE Glisan St	Jackson Bridge	3.6	2.50	1.25	5.00
I-205	22	SB	Jackson Bridge	NE Glisan St	3.9	2.00	1.25	5.00
I-205	23	SB	NE Glisan St	SR-224	7.4	2.85	3.75	5.00
I-205	24	SB	SR-224	Main St	4.0	2.50	0.00	5.00
I-205	25	SB	Main St	Sunset Ave	1.3	2.25	1.25	5.00
I-205	26	SB	Sunset Ave	10th St	1.9	2.00	0.00	5.00
I-205	27	SB	10th St	Stafford Rd	3.3	2.00	0.00	5.00
I-205	28	SB	Stafford Rd	I-5	2.3	2.00	0.00	5.00

Scores range from 0 to 5 with higher scores representing higher performance.

Results Review

Traffic operations scores are lower than would be expected. This is likely due to the issues the KATE Model has in predicting diversion and throughput. It is likely that the traffic operations will perform significantly better than the model is predicting.

Alternative modes scores are low due to lack of options on some segments. Where alternative mode opportunities are available, the strategy performs well. Results may help inform future updates of transit, bicycle, and pedestrian plans.

This concept has among

Concept 3 - Priced Lane Conversion: convert one existing general-purpose lane on I-5 and I-205 to a priced lane in each travel direction

Table C. Concept 3 - Summary Round 1 Evaluation Scores

Corridor	Segment ID	Direction	From	To	Length (Miles)	*Traffic Operations Score*	*Alternative Mode Score*	*Capital Cost Score*
I-5	2	NB	I-205	OR-217	3.6	1.45	0.00	5.00
I-5	3	NB	OR-217	Capitol Hwy	2.7	1.55	0.00	5.00
I-5	4	NB	Capitol Hwy	Ross Island Bridge	4.9	2.09	1.25	5.00
I-5	5	NB	Ross Island Bridge	I-84	1.9	2.36	5.00	5.00
I-5	6	NB	I-84	N Skidmore St.	2.2	1.91	5.00	5.00
I-5	7	NB	N Skidmore St.	Interstate Bridge	3.6	2.05	3.75	5.00
I-5	8	SB	Interstate Bridge	N Skidmore St.	3.6	1.50	3.75	5.00
I-5	9	SB	N Skidmore St.	I-84	2.2	2.09	5.00	5.00
I-5	10	SB	I-84	Ross Island Bridge	1.9	2.36	5.00	5.00
I-5	.11	SB	Ross Island Bridge	Capitol Hwy	4.5	2.36	1.25	5.00
I-5	12	SB	Capitol Hwy	OR-217	3.0	1.45	0.00	5.00
I-5	13	SB	OR-217	I-205	3.7	1.91	0.00	5.00
I-205	15	NB	I-5	Stafford Rd	2.0	1.64	0.00	5.00
I-205	16	NB	Stafford Rd	10th St	3.3	1.64	0.00	5.00
I-205	17	NB	10th St	Sunset Ave	1.9	1.45	0.00	5.00
I-205	18	NB	Sunset Ave	Main St	1.2	1.68	1.25	5.00
I-205	19	NB	Main St	SR-224	4.1	1.23	0.00	5.00
I-205	20	NB	SR-224	NE Glisan St	7.7	1.68	3.75	5.00
I-205	21	NB	NE Glisan St	Jackson Bridge	3.6	1.45	1.25	5.00
I-205	22	SB	Jackson Bridge	NE Glisan St	3.9	1.45	1.25	5.00
I-205	23	SB	NE Glisan St	SR-224	7.4	1.77	3.75	5.00
I-205	24	SB	SR-224	Main St	4.0	1.27	0.00	5.00
I-205	25	SB	Main St	Sunset Ave	1.3	1.50	1.25	5.00
I-205	26	SB	Sunset Ave	10th St	1.9	1.36	0.00	5.00
I-205	27	SB	10th St	Stafford Rd	3.3	1.09	0.00	5.00
I-205	28	SB	Stafford Rd	I-5	2.3	1.37	0.00	5.00

Scores range from 0 to 5 with higher scores representing higher performance.

Results Review

Traffic operations scores are to some extent influenced by the model's treatment of diversion and throughput. However, the ability of this concept to reduce congestion is significantly less than Concept 1, so the lower scores are understandable.

Alternative modes scores are low due to lack of options on some segments. Where alternative mode opportunities are available, the strategy performs well. Results may help inform future updates of transit, bicycle, and pedestrian plans.

This concept has the lowest capital costs of the concepts studied for both I-5 and I-205.

Concept 4 - Priced Lane Construction: construct a new priced lane on I-5 and I-205 in each travel direction

Table D. Concept 4 - Summary Round 1 Evaluation Scores

Corridor	Segment ID	Direction	From	To	Length (Miles)	*Traffic Operations Score*	*Alternative Mode Score*	*Capital Cost Score*
I-5	2	NB	I-205	OR-217	3.6	3.91	0.00	3.75
I-5	3	NB	OR-217	Capitol Hwy	2.7	3.18	0.00	2.50
I-5	4	NB	Capitol Hwy	Ross Island Bridge	4.9	3.82	1.25	1.25
I-5	5	NB	Ross Island Bridge	I-84	1.9	4.05	5.00	1.25
I-5	6	NB	I-84	N Skidmore St.	2.2	4.41	5.00	0.00
I-5	7	NB	N Skidmore St.	Interstate Bridge	3.6	4.77	3.75	0.00
I-5	8	SB	Interstate Bridge	N Skidmore St.	3.6	4.41	3.75	0.00
I-5	9	SB	N Skidmore St.	I-84	2.2	3.50	5.00	0.00
I-5	10	SB	I-84	Ross Island Bridge	1.9	3.68	5.00	1.25
I-5	11	SB	Ross Island Bridge	Capitol Hwy	4.5	3.27	1.25	1.25
I-5	12	SB	Capitol Hwy	OR-217	3.0	3.36	0.00	2.50
I-5	13	SB	OR-217	I-205	3.7	3.36	0.00	3.75
I-205	15	NB	I-5	Stafford Rd	2.0	3.36	0.00	3.75
I-205	16	NB	Stafford Rd	10th St	3.3	3.55	0.00	3.75
I-205	17	NB	10th St	Sunset Ave	1.9	3.91	0.00	2.50
I-205	18	NB	Sunset Ave	Main St	1.2	3.77	1.25	2.50
I-205	19	NB	Main St	SR-224	4.1	3.91	0.00	2.50
I-205	20	NB	SR-224	NE Glisan St	7.7	3.86	3.75	3.75
I-205	21	NB	NE Glisan St	Jackson Bridge	3.6	4.00	1.25	3.75
I-205	22	SB	Jackson Bridge	NE Glisan St	3.9	3.00	1.25	3.75
I-205	23	SB	NE Glisan St	SR-224	7.4	4.05	3.75	3.75
I-205	24	SB	SR-224	Main St	4.0	3.91	0.00	2.50
I-205	25	SB	Main St	Sunset Ave	1.3	3.77	1.25	2.50
I-205	26	SB	Sunset Ave	10th St	1.9	3.55	0.00	3.75
I-205	27	SB	10th St	Stafford Rd	3.3	3.55	0.00	3.75
I-205	28	SB	Stafford Rd	I-5	2.3	3.36	0.00	3.75

Scores range from 0 to 5 with higher scores representing higher performance.

Results Review

Traffic operations scores are the highest of all concepts studied. This is due to the additional of new physical capacity on both I-5 and I-205, which reduces congestion and improves performance on both facilities. Also, the KATE model handles this type of analysis very well, so the results in terms of actual conditions are likely among the best.

Alternative modes scores are low for reasons previously discussed.

This concept has the highest capital costs of the concepts studied for both I-5 and I-205. There are some sections of I-205 where capital costs are lower. This is in areas where shoulders might be converted or new lanes could be added without significant impact to surrounding features. Regardless, this concept is significantly more costly than lane conversions.

Concept 5 -- Baseline (no pricing) on I-5 with Priced Lane Construction on I-205

Table E. Concept 5 - Summary Round 1 Evaluation Scores

Corridor	Segment ID	Direction	From	To	Length (Miles)	*Traffic Operations Score*	*Alternative Mode Score*	*Capital Cost Score*
I-5	2	NB	I-205	OR-217	3.6	1.40	0.00	5.00
I-5	3	NB	OR-217	Capitol Hwy	2.7	1.30	0.00	5.00
I-5	4	NB	Capitol Hwy	Ross Island Bridge	4.9	2.00	1.25	5.00
I-5	5	NB	Ross Island Bridge	I-84	1.9	2.35	5.00	5.00
I-5	6	NB	I-84	N Skidmore St.	2.2	2.05	5.00	5.00
I-5	7	NB	N Skidmore St.	Interstate Bridge	3.6	2.15	3.75	5.00
I-5	8	SB	Interstate Bridge	N Skidmore St.	3.6	2.25	3.75	5.00
I-5	9	SB	N Skidmore St.	I-84	2.2	2.25	5.00	5.00
I-5	10	SB	I-84	Ross Island Bridge	1.9	2.25	5.00	5.00
I-5	11	SB	Ross Island Bridge	Capitol Hwy	4.5	2.00	1.25	5.00
I-5	12	SB	Capitol Hwy	OR-217	3.0	1.50	0.00	5.00
I-5	13	SB	OR-217	I-205	3.7	1.50	0.00	5.00
I-205	15	NB	I-5	Stafford Rd	2.0	3.55	0.00	3.75
I-205	16	NB	Stafford Rd	10th St	3.3	3.73	0.00	3.75
I-205	17	NB	10th St	Sunset Ave	1.9	3.91	0.00	2.50
I-205	18	NB	Sunset Ave	Main St	1.2	3.95	1.25	2.50
I-205	19	NB	Main St	SR-224	4.1	3.36	0.00	2.50
I-205	20	NB	SR-224	NE Glisan St	7.7	3.32	3.75	3.75
I-205	21	NB	NE Glisan St	Jackson Bridge	3.6	4.18	1.25	3.75
I-205	22	SB	Jackson Bridge	NE Glisan St	3.9	3.09	1.25	3.75
I-205	23	SB	NE Glisan St	SR-224	7.4	3.50	3.75	3.75
I-205	24	SB	SR-224	Main St	4.0	3.36	0.00	2.50
I-205	25	SB	Main St	Sunset Ave	1.3	3.41	1.25	2.50
I-205	26	SB	Sunset Ave	10th St	1.9	3.73	0.00	3.75
I-205	27	SB	10th St	Stafford Rd	3.3	3.18	0.00	3.75
I-205	28	SB	Stafford Rd	I-5	2.3	3.18	0.00	3.75

Scores range from 0 to 5 with higher scores representing higher performance.

Results Review

As would be expected, the Traffic Operations scores are high on I-205 where a new lane would be constructed, but lower on I-5 with no new construction.

Alternative modes scores are low for reasons previously discussed.

This concept has the highest capital costs of the concepts studied for I-205. As previously discussed, there are some sections of I-205 where capital costs are lower.

This concept is still significantly more costly than lane conversions. The cost scores for I-5 reflect that there is no construction, and therefore no cost.

Concept 6 -- Priced Roadway on I-5 with Baseline (no pricing) on I-205

Table F. Concept 6 - Summary Round 1 Evaluation Scores

Corridor	Segment ID	Direction	From	To	Length (Miles)	*Traffic Operations Score*	*Alternative Mode Score*	*Capital Cost Score*
I-5	2	NB	I-205	OR-217	3.6	2.10	0.00	5.00
I-5	3	NB	OR-217	Capitol Hwy	2.7	2.00	0.00	5.00
I-5	4	NB	Capitol Hwy	Ross Island Bridge	4.9	3.00	1.25	5.00
I-5	5	NB	Ross Island Bridge	I-84	1.9	3.00	5.00	5.00
I-5	6	NB	I-84	N Skidmore St.	2.2	2.80	5.00	5.00
I-5	7	NB	N Skidmore St.	Interstate Bridge	3.6	2.75	3.75	5.00
I-5	8	SB	Interstate Bridge	N Skidmore St.	3.6	2.25	3.75	5.00
I-5	9	SB	N Skidmore St.	I-84	2.2	2.50	5.00	5.00
I-5	10	SB	I-84	Ross Island Bridge	1.9	2.80	5.00	5.00
I-5	11	SB	Ross Island Bridge	Capitol Hwy	4.5	2.60	1.25	5.00
I-5	12	SB	Capitol Hwy	OR-217	3.0	2.00	0.00	5.00
I-5	13	SB	OR-217	I-205	3.7	2.10	0.00	5.00
I-205	15	NB	I-5	Stafford Rd	2.0	1.60	0.00	5.00
I-205	16	NB	Stafford Rd	10th St	3.3	1.40	0.00	5.00
I-205	17	NB	10th St	Sunset Ave	1.9	1.20	0.00	5.00
I-205	18	NB	Sunset Ave	Main St	1.2	1.45	1.25	5.00
I-205	19	NB	Main St	SR-224	4.1	1.10	0.00	5.00
I-205	20	NB	SR-224	NE Glisan St	7.7	1.95	3.75	5.00
I-205	21	NB	NE Glisan St	Jackson Bridge	3.6	1.70	1.25	5.00
I-205	22	SB	Jackson Bridge	NE Glisan St	3.9	2.40	1.25	5.00
I-205	23	SB	NE Glisan St	SR-224	7.4	2.35	3.75	5.00
I-205	24	SB	SR-224	Main St	4.0	1.50	0.00	5.00
I-205	25	SB	Main St	Sunset Ave	1.3	1.85	1.25	5.00
I-205	26	SB	Sunset Ave	10th St	1.9	1.50	0.00	5.00
I-205	27	SB	10th St	Stafford Rd	3.3	1.80	0.00	5.00
I-205	28	SB	Stafford Rd	I-5	2.3	1.80	0.00	5.00

Scores range from 0 to 5 with higher scores representing higher performance.

Results Review

Traffic operations scores are lower than would be expected on I-5. This again is likely due to issues with the KATE Model. I-205 scores reflect diversion from I-5 that may or may not occur in actual practice.

Alternative modes scores are low for reasons previously discussed.

As only lane conversions are in this concept, it has a low capital cost with the resulting high score.

Concept 7 -- Priced Lane Conversion on I-5 with Priced Roadway on I-205

Table G. Concept 7 - Summary Round 1 Evaluation Scores

Corridor	Segment ID	Direction	From	To	Length (Miles)	Traffic Operations Score	Alternative Mode Score	Capital Cost Score
I-5	2	NB	I-205	OR-217	3.6	1.91	0.00	5.00
I-5	3	NB	OR-217	Capitol Hwy	2.7	2.00	0.00	5.00
I-5	4	NB	Capitol Hwy	Ross Island Bridge	4.9	2.36	1.25	5.00
I-5	5	NB	Ross Island Bridge	I-84	1.9	2.45	5.00	5.00
I-5	6	NB	I-84	N Skidmore St.	2.2	2.18	5.00	5.00
I-5	7	NB	N Skidmore St.	Interstate Bridge	3.6	2.14	3.75	5.00
I-5	8	SB	Interstate Bridge	N Skidmore St.	3.6	1.68	3.75	5.00
I-5	9	SB	N Skidmore St.	I-84	2.2	2.09	5.00	5.00
I-5	10	SB	I-84	Ross Island Bridge	1.9	2.36	5.00	5.00
I-5	11	SB	Ross Island Bridge	Capitol Hwy	4.5	2.36	1.25	5.00
I-5	12	SB	Capitol Hwy	OR-217	3.0	1.73	0.00	5.00
I-5	13	SB	OR-217	I-205	3.7	1.82	0.00	5.00
I-205	15	NB	I-5	Stafford Rd	2.0	2.00	0.00	5.00
I-205	16	NB	Stafford Rd	10th St	3.3	2.00	0.00	5.00
I-205	17	NB	10th St	Sunset Ave	1.9	2.00	0.00	5.00
I-205	18	NB	Sunset Ave	Main St	1.2	2.25	1.25	5.00
I-205	19	NB	Main St	SR-224	4.1	2.00	0.00	5.00
I-205	20	NB	SR-224	NE Glisan St	7.7	2.75	3.75	5.00
I-205	21	NB	NE Glisan St	Jackson Bridge	3.6	2.50	1.25	5.00
I-205	22	SB	Jackson Bridge	NE Glisan St	3.9	2.60	1.25	5.00
I-205	23	SB	NE Glisan St	SR-224	7.4	3.05	3.75	5.00
I-205	24	SB	SR-224	Main St	4.0	2.50	0.00	5.00
I-205	25	SB	Main St	Sunset Ave	1.3	2.25	1.25	5.00
I-205	26	SB	Sunset Ave	10th St	1.9	2.00	0.00	5.00
I-205	27	SB	10th St	Stafford Rd	3.3	2.00	0.00	5.00
I-205	28	SB	Stafford Rd	I-5	2.3	2.00	0.00	5.00

Scores range from 0 to 5 with higher scores representing higher performance

Results Review

Traffic operations scores are lower than would be expected on I-5. This again is likely due to issues with the KATE Model.

The operations scores are lower than for Concept 1, and from a relative standpoint, this is likely correct as this concept is not able to manage as much traffic as Concept 1

Alternative modes scores are low for reasons previously discussed.

As only lane conversions are in this concept, it has a low capital cost with the resulting high Capital Cost score.

Concept 8 -- Priced Lane Conversion on I-5 with Priced Lane Construction on I-205

Table H. Concept 8 - Summary Round 1 Evaluation Scores

Corridor	Segment ID	Direction	From	To	Length (Miles)	*Traffic Operations Score*	*Alternative Mode Score*	*Capital Cost Score*
I-5	2	NB	I-205	OR-217	3.6	1.91	0.00	5.00
I-5	3	NB	OR-217	Capitol Hwy	2.7	1.82	0.00	5.00
I-5	4	NB	Capitol Hwy	Ross Island Bridge	4.9	2.55	1.25	5.00
I-5	5	NB	Ross Island Bridge	I-84	1.9	2.82	5.00	5.00
I-5	6	NB	I-84	N Skidmore St.	2.2	2.36	5.00	5.00
I-5	7	NB	N Skidmore St.	Interstate Bridge	3.6	3.59	3.75	5.00
I-5	8	SB	Interstate Bridge	N Skidmore St.	3.6	2.05	3.75	5.00
I-5	9	SB	N Skidmore St.	I-84	2.2	2.09	5.00	5.00
I-5	10	SB	I-84	Ross Island Bridge	1.9	2.36	5.00	5.00
I-5	11	SB	Ross Island Bridge	Capitol Hwy	4.5	2.36	1.25	5.00
I-5	12	SB	Capitol Hwy	OR-217	3.0	1.64	0.00	5.00
I-5	13	SB	OR-217	I-205	3.7	2.00	0.00	5.00
I-205	15	NB	I-5	Stafford Rd	2.0	3.27	0.00	3.75
I-205	16	NB	Stafford Rd	10th St	3.3	3.27	0.00	3.75
I-205	17	NB	10th St	Sunset Ave	1.9	3.45	0.00	2.50
I-205	18	NB	Sunset Ave	Main St	1.2	2.95	1.25	2.50
I-205	19	NB	Main St	SR-224	4.1	2.91	0.00	2.50
I-205	20	NB	SR-224	NE Glisan St	7.7	3.05	3.75	3.75
I-205	21	NB	NE Glisan St	Jackson Bridge	3.6	3.36	1.25	3.75
I-205	22	SB	Jackson Bridge	NE Glisan St	3.9	2.64	1.25	3.75
I-205	23	SB	NE Glisan St	SR-224	7.4	3.05	3.75	3.75
I-205	24	SB	SR-224	Main St	4.0	2.64	0.00	2.50
I-205	25	SB	Main St	Sunset Ave	1.3	2.95	1.25	2.50
I-205	26	SB	Sunset Ave	10th St	1.9	2.73	0.00	3.75
I-205	27	SB	10th St	Stafford Rd	3.3	2.73	0.00	3.75
I-205	28	SB	Stafford Rd	I-5	2.3	2.73	0.00	3.75

Scores range from 0 to 5 with higher scores representing higher performance.

Results Review

Traffic Operations scores are not as high on either facility as they are in Concept 5, where no changes are made on I-5. Some of this change likely is due to model issues previously discussed.

Alternative modes scores are low for reasons previously discussed.

This concept has relatively high capital costs of the concept studied for I-205, and is significantly more costly than lane conversions. The cost scores for I-5 reflect that there is conversion of lanes only.

APPENDIX C: ROUND 1 INITIAL CONCEPT SCORING SHEETS

Appendix C shows the results of all criteria used in the analysis for each strategy on each roadway segment. Appendix C is designed for use when detailed results are sought.

Note on Concept 1

Concept 1 is the baseline condition in 2027, and not all criterion apply. As an example, there no construction costs, and impacts to surrounding land use does not change. Some other criteria are similar in nature, and are not included below. Also, as Concept 1 is a baseline condition, there are no rankings.

ODOT Value Pricing - Round 1 Analysis (I-5 & I-205)

Concept 1 - Baseline

Corridor	Segment ID	Direction	From	To	Length (Miles)	*Traffic Operations*					*Alternative Modes*	
						Peak-Period Vehicle Throughput (vehicles per hour)	Peak-Period Person Throughput (persons per hour)	Peak-Period Freight Truck Throughput (freight trucks per hour)	Peak-Period GP Travel Time (minutes)	Peak-Period Freight Truck Travel Time (minutes)	Adequacy of Transit Service (available options)	Bicycle & Ped Options (available options)
I-5	2	NB	I-205	OR-217	3.6	5,199	5,880	234	6.80	6.80	10	13
I-5	3	NB	OR-217	Capitol Hwy	2.7	4,281	4,763	230	3.94	3.94	9	15
I-5	4	NB	Capitol Hwy	Ross Island Bridge	4.9	4,238	4,837	198	8.99	8.99	18	22
I-5	5	NB	Ross Island Bridge	I-84	1.9	3,166	3,708	133	4.75	4.75	28	96
I-5	6	NB	I-84	N Skidmore St.	2.2	3,963	4,902	176	3.54	3.54	16	112
I-5	7	NB	N Skidmore St.	Interstate Bridge	3.6	4,410	5,361	163	13.35	13.35	14	43
I-5	8	SB	Interstate Bridge	N Skidmore St.	3.6	4,079	4,484	341	8.21	8.21	14	43
I-5	9	SB	N Skidmore St.	I-84	2.2	4,171	4,635	318	3.70	3.70	16	112
I-5	10	SB	I-84	Ross Island Bridge	1.9	3,059	3,396	236	5.05	5.05	28	96
I-5	11	SB	Ross Island Bridge	Capitol Hwy	4.5	4,379	4,845	326	9.23	9.23	18	22
I-5	12	SB	Capitol Hwy	OR-217	3.0	4,135	4,525	334	4.24	4.24	9	15
I-5	13	SB	OR-217	I-205	3.7	4,990	5,536	319	7.14	7.14	10	13
I-205	15	NB	I-5	Stafford Rd	2.0	4,527	5,001	299	2.32	2.32	0	16
I-205	16	NB	Stafford Rd	10th St	3.3	4,639	5,159	291	4.86	4.86	1	8
I-205	17	NB	10th St	Sunset Ave	1.9	4,675	5,221	289	4.29	4.29	1	23
I-205	18	NB	Sunset Ave	Main St	1.2	5,040	5,690	302	1.23	1.23	8	40
I-205	19	NB	Main St	SR-224	4.1	4,679	5,355	295	6.77	6.77	3	21
I-205	20	NB	SR-224	NE Glisan St	7.7	4,694	5,335	341	13.61	13.61	24	28

Notes on Concepts presented in Appendix C

Concepts 2, 6, and 7 illustrate the likely over-reporting of throughput reduction and diversion from the KATE model as discussed in the introduction to these appendices. Due to the known presence of hyper-congestion based on traffic data on I-5 and I-205, it is highly likely that throughput will be greater, and diversion less, than shown for these concepts.

The lower alternative modes scores for all concepts reflect the l
options in some segments rather than issues with the strategy. C
are available, these scores tend to be higher (often significantl

Concept 2 - Tolling on all lanes (I-5 & I-205)

Corridor	Segment ID	Direction	From	To	Length (Miles)	Combined Score	Traffic Operations: Peak-Period Vehicle Throughput	Peak-Period Vehicle Throughput Score	Peak-Period Person Throughput	Peak-Period Person Throughput Score	Peak-Period Freight Truck Throughput	Peak-Period Freight Truck Throughput Score	Peak-Period GP Travel Time	Peak-Period GP Travel Time Score	Peak-Period ML Travel Time	Peak-Period ML Travel Time Score	Peak-Period Freight Truck Travel Time	Peak-Period Freight Truck Travel Time Score	Trip Diversion (Adjacent Facilities)	Trip Diversion Score	SOV Mode Shift	SOV Mode Shift Score	Safety Impact (Routes w/ Diversion)	Safety Impact Score (Routes w/ Diversion)	Key Destination Travel Time	Key Destination Travel Time Score	Key Destination User Cost	Key Destination User Cost Score	Traffic Operations Score	Alternative Modes: Adequacy of Transit Service	Adequacy of Transit Service Score	Bicycle & Ped Options	Bicycle & Ped Opt Score
I-5	2	NB	I-205	OR-217	3.6	2.50	-1,082	[illegible]	-1,376	[illegible]	93	5.0	-2.22	5.0	NA		-2.22	5.0	Moderate	2.5	Minor	[illegible]	Major	[illegible]	-2.22	5.0	Moderate	2.5	2.50	10	[illegible]	13	[illegible]
I-5	3	NB	OR-217	Capitol Hwy	2.7	2.50	-1,129	[illegible]	-1,387	[illegible]	84	5.0	-0.80	5.0	NA		-0.80	5.0	Moderate	2.5	Minor	[illegible]	Major	[illegible]	-0.80	5.0	Moderate	2.5	2.50	9	[illegible]	15	[illegible]
I-5	4	NB	Capitol Hwy	Ross Island Bridge	4.9	3.08	-592	[illegible]	-795	[illegible]	118	5.0	-2.52	5.0	NA		-2.52	5.0	Moderate	2.5	Moderate	2.5	Moderate	2.5	-2.52	5.0	Moderate	2.5	[illegible]	18	2.5	22	[illegible]
I-5	5	NB	Ross Island Bridge	I-84	1.9	[illegible]	-163	[illegible]	-233	[illegible]	93	5.0	-1.19	5.0	NA		-1.19	5.0	Major	[illegible]	Major	5.0	Moderate	2.5	-1.19	5.0	Moderate	2.5	[illegible]	28	5.0	96	5.0
I-5	6	NB	I-84	N Skidmore St.	2.2	[illegible]	-411	[illegible]	-506	[illegible]	89	5.0	-0.48	5.0	NA		-0.48	5.0	Major	[illegible]	Major	5.0	Moderate	2.5	-0.48	5.0	Moderate	2.5	[illegible]	16	5.0	112	5.0
I-5	7	NB	N Skidmore St.	Interstate Bridge	3.6	3.33	-1,361	[illegible]	-1,666	[illegible]	25	5.0	1.56	[illegible]	NA		1.56	[illegible]	Major	[illegible]	Major	5.0	Major	[illegible]	1.56	[illegible]	Moderate	2.5	[illegible]	14	5.0	43	2.5
I-5	8	SB	Interstate Bridge	N Skidmore St.	3.6	[illegible]	-290	[illegible]	-333	[illegible]	22	3.0	-1.14	5.0	NA		-1.14	5.0	Major	[illegible]	Major	5.0	Major	[illegible]	-1.14	5.0	Moderate	2.5	2.55	14	5.0	43	2.5
I-5	9	SB	N Skidmore St.	I-84	2.2	[illegible]	-412	[illegible]	-497	[illegible]	31	3.0	-0.61	5.0	NA		-0.61	5.0	Major	[illegible]	Major	5.0	Moderate	2.5	-0.61	5.0	Moderate	2.5	2.80	16	5.0	112	5.0
I-5	10	SB	I-84	Ross Island Bridge	1.9	[illegible]	-25	[illegible]	-44	[illegible]	46	5.0	-0.96	5.0	NA		-0.96	5.0	Major	[illegible]	Major	5.0	Moderate	2.5	-0.96	5.0	Moderate	2.5	[illegible]	28	5.0	96	5.0
I-5	11	SB	Ross Island Bridge	Capitol Hwy	4.5	3.08	-355	[illegible]	-506	[illegible]	72	5.0	-2.36	5.0	NA		-2.36	5.0	Moderate	2.5	Moderate	2.5	Moderate	2.5	-2.36	5.0	Moderate	2.5	[illegible]	18	2.5	22	[illegible]
I-5	12	SB	Capitol Hwy	OR-217	3.0	2.50	-627	[illegible]	-814	[illegible]	54	5.0	-0.84	5.0	NA		-0.84	5.0	Moderate	2.5	Minor	[illegible]	Major	[illegible]	-0.84	5.0	Moderate	2.5	2.50	9	[illegible]	15	[illegible]
I-5	13	SB	OR-217	I-205	3.7	2.50	-446	[illegible]	-620	[illegible]	73	5.0	-2.05	5.0	NA		-2.05	5.0	Moderate	2.5	Minor	[illegible]	Major	[illegible]	-2.05	5.0	Moderate	2.5	2.50	10	[illegible]	13	[illegible]
I-205	15	NB	I-5	Stafford Rd	2.0	2.33	-857	[illegible]	-1,016	[illegible]	-50	[illegible]	-0.52	5.0	NA		-0.52	5.0	Moderate	2.5	Minor	[illegible]	Major	[illegible]	-0.52	5.0	Moderate	2.5	2.00	0	[illegible]	16	[illegible]
I-205	16	NB	Stafford Rd	10th St	3.3	2.33	-569	[illegible]	-670	[illegible]	-39	[illegible]	-1.12	5.0	NA		-1.12	5.0	Moderate	2.5	Minor	[illegible]	Major	[illegible]	-1.12	5.0	Moderate	2.5	2.00	1	[illegible]	8	[illegible]
I-205	17	NB	10th St	Sunset Ave	1.9	2.33	-485	[illegible]	-562	[illegible]	-36	[illegible]	-1.02	5.0	NA		-1.02	5.0	Moderate	2.5	Minor	[illegible]	Major	[illegible]	-1.02	5.0	Moderate	2.5	2.00	1	[illegible]	23	[illegible]
I-205	18	NB	Sunset Ave	Main St	1.2	2.83	-504	[illegible]	-552	[illegible]	-54	[illegible]	-0.22	5.0	NA		-0.22	5.0	Moderate	2.5	Minor	[illegible]	Moderate	2.5	-0.22	5.0	Moderate	2.5	2.25	8	[illegible]	40	2.5
I-205	19	NB	Main St	SR-224	4.1	2.33	-395	[illegible]	-458	[illegible]	-33	[illegible]	-1.37	5.0	NA		-1.37	5.0	Moderate	2.5	Minor	[illegible]	Major	[illegible]	-1.37	5.0	Moderate	2.5	2.00	3	[illegible]	21	[illegible]
I-205	20	NB	SR-224	NE Glisan St	7.7	[illegible]	-368	[illegible]	-401	[illegible]	-50	[illegible]	-1.95	5.0	NA		-1.95	5.0	Moderate	2.5	Major	5.0	Moderate	2.5	-1.95	5.0	Moderate	2.5	2.75	24	5.0	28	2.5
I-205	21	NB	NE Glisan St	Jackson Bridge	3.6	2.92	-325	[illegible]	-369	[illegible]	-61	[illegible]	-1.02	5.0	NA		-1.02	5.0	Moderate	2.5	Moderate	2.5	Moderate	2.5	-1.02	5.0	Moderate	2.5	2.50	10	2.5	18	[illegible]
I-205	22	SB	Jackson Bridge	NE Glisan St	3.9	2.75	-506	[illegible]	-584	[illegible]	0	1.0	-0.49	3.0	NA		-0.49	3.0	Moderate	2.5	Moderate	2.5	Moderate	2.5	-0.49	3.0	Moderate	2.5	2.00	10	2.5	18	[illegible]
I-205	23	SB	NE Glisan St	SR-224	7.4	[illegible]	-456	[illegible]	-530	[illegible]	4	1.0	-2.27	5.0	NA		-2.27	5.0	Moderate	2.5	Major	5.0	Moderate	2.5	-2.27	5.0	Moderate	2.5	2.85	24	5.0	28	2.5
I-205	24	SB	SR-224	Main St	4.0	2.50	-295	[illegible]	-348	[illegible]	16	5.0	-1.80	5.0	NA		-1.80	5.0	Moderate	2.5	Minor	[illegible]	Major	[illegible]	-1.80	5.0	Moderate	2.5	2.50	3	[illegible]	21	[illegible]
I-205	25	SB	Main St	Sunset Ave	1.3	2.83	-774	[illegible]	-901	[illegible]	-12	[illegible]	-0.19	5.0	NA		-0.19	5.0	Moderate	2.5	Minor	[illegible]	Moderate	2.5	-0.19	5.0	Moderate	2.5	2.25	8	[illegible]	40	2.5
I-205	26	SB	Sunset Ave	10th St	1.9	2.33	-997	[illegible]	-1,188	[illegible]	-13	[illegible]	-0.83	5.0	NA		-0.83	5.0	Moderate	2.5	Minor	[illegible]	Major	[illegible]	-0.83	5.0	Moderate	2.5	2.00	1	[illegible]	23	[illegible]
I-205	27	SB	10th St	Stafford Rd	3.3	2.33	-1,173	[illegible]	-1,406	[illegible]	-19	[illegible]	-0.74	5.0	NA		-0.74	5.0	Moderate	2.5	Minor	[illegible]	Major	[illegible]	-0.74	5.0	Moderate	2.5	2.00	1	[illegible]	8	[illegible]
I-205	28	SB	Stafford Rd	I-5	2.3	2.33	-1,080	[illegible]	-1,302	[illegible]	-18	[illegible]	-0.37	5.0	NA		-0.37	5.0	Moderate	2.5	Minor	[illegible]	Major	[illegible]	-0.37	5.0	Moderate	2.5	2.00	0	[illegible]	16	[illegible]

Scores range from 0 to 5 with higher scores representing higher performance.

Concept 3 - Convert existing GP lane (I-5 & I-205)

Corridor	Segment ID	Direction	From	To	Length (Miles)	Combined Score	Traffic Operations: Peak-Period Vehicle Throughput	Peak-Period Vehicle Throughput Score	Peak-Period Person Throughput	Peak-Period Person Throughput Score	Peak-Period Freight Truck Throughput	Peak-Period Freight Truck Throughput Score	Peak-Period GP Travel Time	Peak-Period GP Travel Time Score	Peak-Period ML Travel Time	Peak-Period ML Travel Time Score	Peak-Period Freight Truck Travel Time	Peak-Period Freight Truck Travel Time Score	Trip Diversion (Adjacent Facilities)	Trip Diversion Score	SOV Mode Shift	SOV Mode Shift Score	Safety Impact (Routes w/ Diversion)	Safety Impact Score (Routes w/ Diversion)	Key Destination Travel Time	Key Destination Travel Time Score	Key Destination User Cost	Key Destination User Cost Score	Traffic Operations Score	Alternative Modes: Adequacy of Transit Service	Adequacy of Transit Service Score	Bicycle & Ped Options	Bicycle & Ped Opt Score
I-5	2	NB	I-205	OR-217	3.6	[illegible]	-2	[illegible]	508	3.0	-5	[illegible]	0.79	[illegible]	-0.40	3.0	0.79	[illegible]	Minor	5.0	Minor	[illegible]	Moderate	2.5	0.79	[illegible]	Moderate	2.5	[illegible]	10	[illegible]	13	[illegible]
I-5	3	NB	OR-217	Capitol Hwy	2.7	[illegible]	-92	[illegible]	240	3.0	3	1.0	0.15	[illegible]	-0.22	3.0	0.15	[illegible]	Minor	5.0	Minor	[illegible]	Moderate	2.5	0.15	[illegible]	Moderate	2.5	[illegible]	9	[illegible]	15	[illegible]
I-5	4	NB	Capitol Hwy	Ross Island Bridge	4.9	2.78	-6	[illegible]	530	5.0	-3	[illegible]	0.83	[illegible]	-0.39	3.0	0.83	[illegible]	Minor	5.0	Moderate	2.5	Minor	5.0	0.83	[illegible]	Moderate	2.5	2.09	18	2.5	22	[illegible]
I-5	5	NB	Ross Island Bridge	I-84	1.9	[illegible]	50	1.0	259	5.0	-13	[illegible]	0.67	[illegible]	-0.52	5.0	0.67	[illegible]	Moderate	2.5	Major	5.0	Minor	5.0	0.67	[illegible]	Moderate	2.5	2.36	28	5.0	96	5.0
I-5	6	NB	I-84	N Skidmore St.	2.2	[illegible]	-77	[illegible]	291	3.0	-15	[illegible]	0.39	[illegible]	-0.32	3.0	0.39	[illegible]	Moderate	2.5	Major	5.0	Minor	5.0	0.39	[illegible]	Moderate	2.5	[illegible]	16	5.0	112	5.0
I-5	7	NB	N Skidmore St.	Interstate Bridge	3.6	[illegible]	7	1.0	118	1.0	15	3.0	0.05	[illegible]	-0.55	5.0	0.05	[illegible]	Moderate	2.5	Major	5.0	Moderate	2.5	0.05	[illegible]	Moderate	2.5	2.01	14	5.0	43	2.5
I-5	8	SB	Interstate Bridge	N Skidmore St.	3.6	3.42	-104	[illegible]	177	1.0	-1	[illegible]	0.34	[illegible]	-0.30	3.0	0.34	[illegible]	Moderate	2.5	Major	5.0	Moderate	2.5	0.34	[illegible]	Moderate	2.5	[illegible]	14	5.0	43	2.5
I-5	9	SB	N Skidmore St.	I-84	2.2	[illegible]	-60	[illegible]	602	5.0	-84	[illegible]	0.16	[illegible]	-0.32	3.0	0.16	[illegible]	Moderate	2.5	Major	5.0	Minor	5.0	0.16	[illegible]	Moderate	2.5	2.09	16	5.0	112	5.0
I-5	10	SB	I-84	Ross Island Bridge	1.9	[illegible]	78	1.0	785	5.0	-75	[illegible]	0.54	[illegible]	-0.52	5.0	0.54	[illegible]	Moderate	2.5	Major	5.0	Minor	5.0	0.54	[illegible]	Moderate	2.5	2.36	28	5.0	96	5.0
I-5	11	SB	Ross Island Bridge	Capitol Hwy	4.5	2.87	2	1.0	668	5.0	-36	[illegible]	1.22	[illegible]	-0.43	5.0	1.22	[illegible]	Minor	5.0	Moderate	2.5	Minor	5.0	1.22	[illegible]	Moderate	2.5	2.36	18	2.5	22	[illegible]
I-5	12	SB	Capitol Hwy	OR-217	3.0	[illegible]	-27	[illegible]	440	3.0	-16	[illegible]	0.26	[illegible]	-0.19	3.0	0.26	[illegible]	Minor	5.0	Minor	[illegible]	Moderate	2.5	0.26	[illegible]	Moderate	2.5	[illegible]	9	[illegible]	15	[illegible]
I-5	13	SB	OR-217	I-205	3.7	[illegible]	12	1.0	559	5.0	-11	[illegible]	0.85	[illegible]	-0.43	5.0	0.85	[illegible]	Minor	5.0	Minor	[illegible]	Moderate	2.5	0.85	[illegible]	Moderate	2.5	[illegible]	10	[illegible]	13	[illegible]
I-205	15	NB	I-5	Stafford Rd	2.0	[illegible]	-83	[illegible]	519	5.0	-18	[illegible]	0.06	[illegible]	-0.21	3.0	0.06	[illegible]	Minor	5.0	Minor	[illegible]	Moderate	2.5	0.06	[illegible]	Moderate	2.5	[illegible]	0	[illegible]	16	[illegible]
I-205	16	NB	Stafford Rd	10th St	3.3	[illegible]	-46	[illegible]	518	5.0	-11	[illegible]	0.15	[illegible]	-0.26	3.0	0.15	[illegible]	Minor	5.0	Minor	[illegible]	Moderate	2.5	0.15	[illegible]	Moderate	2.5	[illegible]	1	[illegible]	8	[illegible]
I-205	17	NB	10th St	Sunset Ave	1.9	[illegible]	-42	[illegible]	452	3.0	-7	[illegible]	0.25	[illegible]	-0.34	3.0	0.25	[illegible]	Minor	5.0	Minor	[illegible]	Moderate	2.5	0.25	[illegible]	Moderate	2.5	[illegible]	1	[illegible]	23	[illegible]
I-205	18	NB	Sunset Ave	Main St	1.2	2.64	-52	[illegible]	374	3.0	-13	[illegible]	0.07	[illegible]	-0.29	3.0	0.07	[illegible]	Minor	5.0	Minor	[illegible]	Minor	5.0	0.07	[illegible]	Moderate	2.5	[illegible]	8	[illegible]	40	2.5

Concept 4 - Construct new priced lane (I-5 & I-205)

							Traffic Operations																							Alternative Modes			
Corridor	Segment ID	Direction	From	To	Length (Miles)	Combined Score	Peak-Period Vehicle Throughput	Peak-Period Vehicle Throughput Score	Peak-Period Person Throughput	Peak-Period Person Throughput Score	Peak-Period Freight Truck Throughput	Peak-Period Freight Truck Throughput Score	Peak-Period GP Travel Time	Peak-Period GP Travel Time Score	Peak-Period ML Travel Time	Peak-Period ML Travel Time Score	Peak-Period Freight Truck Travel Time	Peak-Period Freight Truck Travel Time Score	Trip Diversion (Adjacent Facilities)	Trip Diversion Score	SOV Mode Shift	SOV Mode Shift Score	Safety Impact (Routes w/ Diversion)	Safety Impact Score (Routes w/ Diversion)	Key Destination Travel Time	Key Destination Travel Time Score	Key Destination User Cost	Key Destination User Cost Score	Traffic Operations Score	Adequacy of Transit Service	Adequacy of Transit Service Score	Bicycle & Ped Options	Bicycle Ped Opt Score
I-5	2	NB	I-205	OR-217	3.6	2.55	1,270	5.0	1,725	5.0	42	5.0	-0.68	5.0	-0.27	3.0	-0.68	5.0	Minor	5.0	Minor	0.0	Moderate	2.5	-0.68	5.0	Moderate	2.5	3.91	10	0.0	13	0.0
I-5	3	NB	OR-217	Capitol Hwy	2.7	[illegible]	778	5.0	1,078	5.0	26	5.0	-0.34	3.0	-0.14	1.0	-0.34	3.0	Minor	5.0	Minor	0.0	Moderate	2.5	-0.34	3.0	Moderate	2.5	[illegible]	9	0.0	15	0.0
I-5	4	NB	Capitol Hwy	Ross Island Bridge	4.9	[illegible]	1,333	5.0	1,824	5.0	48	5.0	-0.52	3.0	-0.30	3.0	-0.52	3.0	Minor	5.0	Moderate	2.5	Minor	5.0	-0.52	3.0	Moderate	2.5	3.82	18	2.5	22	0.0
I-5	5	NB	Ross Island Bridge	I-84	1.9	3.43	1,415	5.0	2,010	5.0	45	5.0	-0.46	3.0	-0.39	3.0	-0.46	3.0	Minor	5.0	Major	5.0	Minor	5.0	-0.46	3.0	Moderate	2.5	4.05	28	5.0	96	5.0
I-5	6	NB	I-84	N Skidmore St.	2.2	3.14	864	5.0	1,241	5.0	24	5.0	-0.42	5.0	-0.16	1.0	-0.42	5.0	Minor	5.0	Major	5.0	Minor	5.0	-0.42	5.0	Moderate	2.5	4.41	16	5.0	112	5.0
I-5	7	NB	N Skidmore St.	Interstate Bridge	3.6	2.84	499	5.0	635	5.0	18	5.0	-2.24	5.0	-0.46	5.0	-2.24	5.0	Minor	5.0	Major	5.0	Minor	5.0	-2.24	5.0	Moderate	2.5	4.77	14	5.0	43	2.5
I-5	8	SB	Interstate Bridge	N Skidmore St.	3.6	2.72	936	5.0	1,187	5.0	55	5.0	-0.97	5.0	-0.19	1.0	-0.97	5.0	Minor	5.0	Major	5.0	Minor	5.0	-0.97	5.0	Moderate	2.5	4.41	14	5.0	43	2.5
I-5	9	SB	N Skidmore St.	I-84	2.2	2.83	1,213	5.0	1,695	5.0	59	5.0	-0.14	1.0	-0.27	3.0	-0.14	1.0	Minor	5.0	Major	5.0	Minor	5.0	-0.14	1.0	Moderate	2.5	3.50	16	5.0	112	5.0
I-5	10	SB	I-84	Ross Island Bridge	1.9	3.31	1,393	5.0	1,942	5.0	66	5.0	-0.19	1.0	-0.45	5.0	-0.19	1.0	Minor	5.0	Major	5.0	Minor	5.0	-0.19	1.0	Moderate	2.5	3.88	28	5.0	96	5.0
I-5	11	SB	Ross Island Bridge	Capitol Hwy	4.5	[illegible]	1,395	5.0	1,982	5.0	47	5.0	-0.31	1.0	-0.34	3.0	-0.31	1.0	Minor	5.0	Moderate	2.5	Minor	5.0	-0.31	1.0	Moderate	2.5	3.27	18	2.5	22	0.0
I-5	12	SB	Capitol Hwy	OR-217	3.0	[illegible]	1,067	5.0	1,514	5.0	43	5.0	-0.29	3.0	-0.20	3.0	-0.29	3.0	Minor	5.0	Minor	0.0	Moderate	2.5	-0.29	3.0	Moderate	2.5	3.38	9	0.0	15	0.0
I-5	13	SB	OR-217	I-205	3.7	2.37	1,379	5.0	1,880	5.0	54	5.0	-0.60	3.0	-0.32	3.0	-0.60	3.0	Minor	5.0	Minor	0.0	Moderate	2.5	-0.60	3.0	Moderate	2.5	[illegible]	10	0.0	13	0.0
I-205	15	NB	I-5	Stafford Rd	2.0	2.37	950	5.0	1,405	5.0	11	1.0	-0.29	5.0	-0.12	1.0	-0.29	5.0	Minor	5.0	Minor	0.0	Moderate	2.5	-0.29	5.0	Moderate	2.5	[illegible]	0	0.0	16	0.0
I-205	16	NB	Stafford Rd	10th St	3.3	2.49	1,153	5.0	1,602	5.0	25	3.0	-0.62	5.0	-0.16	1.0	-0.62	5.0	Minor	5.0	Minor	0.0	Moderate	2.5	-0.62	5.0	Moderate	2.5	3.95	1	0.0	8	0.0
I-205	17	NB	10th St	Sunset Ave	1.9	[illegible]	1,168	5.0	1,576	5.0	31	5.0	-0.57	5.0	-0.21	3.0	-0.57	5.0	Minor	5.0	Minor	0.0	Moderate	2.5	-0.57	5.0	Moderate	2.5	3.91	1	0.0	23	0.0
I-205	18	NB	Sunset Ave	Main St	1.2	2.31	899	5.0	1,253	5.0	19	3.0	-0.16	5.0	-0.16	1.0	-0.16	5.0	Minor	5.0	Minor	0.0	Minor	5.0	-0.16	5.0	Moderate	2.5	3.77	8	0.0	40	2.5
I-205	19	NB	Main St	SR-224	4.1	[illegible]	1,131	5.0	1,538	5.0	31	5.0	-0.73	5.0	-0.21	3.0	-0.73	5.0	Minor	5.0	Minor	0.0	Moderate	2.5	-0.73	5.0	Moderate	2.5	3.91	3	0.0	21	0.0
I-205	20	NB	SR-224	NE Glisan St	7.7	[illegible]	1,067	5.0	1,455	5.0	21	3.0	-0.99	3.0	-0.20	3.0	-0.99	3.0	Minor	5.0	Major	5.0	Minor	5.0	-0.99	3.0	Moderate	2.5	[illegible]	24	5.0	28	2.5
I-205	21	NB	NE Glisan St	Jackson Bridge	3.6	3.00	946	5.0	1,229	5.0	24	3.0	-1.47	5.0	-0.14	1.0	-1.47	5.0	Minor	5.0	Moderate	2.5	Minor	5.0	-1.47	5.0	Moderate	2.5	[illegible]	10	2.5	18	0.0
I-205	22	SB	Jackson Bridge	NE Glisan St	3.9	2.67	374	3.0	565	5.0	-2	0.0	-0.49	3.0	-0.06	1.0	-0.49	3.0	Minor	5.0	Moderate	2.5	Minor	5.0	-0.49	3.0	Moderate	2.5	[illegible]	10	2.5	18	0.0
I-205	23	SB	NE Glisan St	SR-224	7.4	[illegible]	1,064	5.0	1,412	5.0	19	5.0	-1.10	3.0	-0.20	3.0	-1.10	3.0	Minor	5.0	Major	5.0	Minor	5.0	-1.10	3.0	Moderate	2.5	[illegible]	24	5.0	28	2.5
I-205	24	SB	SR-224	Main St	4.0	[illegible]	1,307	5.0	1,701	5.0	32	5.0	-0.81	5.0	-0.28	3.0	-0.81	5.0	Minor	5.0	Minor	0.0	Moderate	2.5	-0.81	5.0	Moderate	2.5	3.91	3	0.0	21	0.0
I-205	25	SB	Main St	Sunset Ave	1.3	2.51	680	5.0	917	5.0	16	3.0	-0.14	5.0	-0.12	1.0	-0.14	5.0	Minor	5.0	Minor	0.0	Minor	5.0	-0.14	5.0	Moderate	2.5	3.72	8	0.0	40	2.5
I-205	26	SB	Sunset Ave	10th St	1.9	2.43	674	5.0	886	5.0	16	3.0	-0.57	5.0	-0.12	1.0	-0.57	5.0	Minor	5.0	Minor	0.0	Moderate	2.5	-0.57	5.0	Moderate	2.5	3.55	1	0.0	23	0.0
I-205	27	SB	10th St	Stafford Rd	3.3	2.43	560	5.0	800	5.0	11	3.0	-0.46	5.0	-0.08	1.0	-0.46	5.0	Minor	5.0	Minor	0.0	Moderate	2.5	-0.46	5.0	Moderate	2.5	3.56	1	0.0	8	0.0
I-205	28	SB	Stafford Rd	I-5	2.3	2.37	551	5.0	753	5.0	5	1.0	-0.24	5.0	-0.07	1.0	-0.24	5.0	Minor	5.0	Minor	0.0	Moderate	2.5	-0.24	5.0	Moderate	2.5	[illegible]	0	0.0	16	0.0

Scores range from 0 to 5 with higher scores representing higher performance.

Concept 5 - Construct new priced lane on I-205 (No pricing on I-5)

							Traffic Operations																							Alternative Modes			
Corridor	Segment ID	Direction	From	To	Length (Miles)	Combined Score	Peak-Period Vehicle Throughput	Peak-Period Vehicle Throughput Score	Peak-Period Person Throughput	Peak-Period Person Throughput Score	Peak-Period Freight Truck Throughput	Peak-Period Freight Truck Throughput Score	Peak-Period GP Travel Time	Peak-Period GP Travel Time Score	Peak-Period ML Travel Time	Peak-Period ML Travel Time Score	Peak-Period Freight Truck Travel Time	Peak-Period Freight Truck Travel Time Score	Trip Diversion (Adjacent Facilities)	Trip Diversion Score	SOV Mode Shift	SOV Mode Shift Score	Safety Impact (Routes w/ Diversion)	Safety Impact Score (Routes w/ Diversion)	Key Destination Travel Time	Key Destination Travel Time Score	Key Destination User Cost	Key Destination User Cost Score	Traffic Operations Score	Adequacy of Transit Service	Adequacy of Transit Service Score	Bicycle & Ped Options	Bicycle Ped Opt Score
I-5	2	NB	I-205	OR-217	3.6	[illegible]	-38	0.0	29	1.0	-3	0.0	-0.15	1.0	NA		-0.15	1.0	Minor	5.0	Minor	0.0	Moderate	2.5	-0.15	1.0	Moderate	2.5	[illegible]	10	0.0	13	0.0
I-5	3	NB	OR-217	Capitol Hwy	2.7	[illegible]	-144	0.0	-162	0.0	-5	0.0	-0.16	1.0	NA		-0.16	1.0	Minor	5.0	Minor	0.0	Moderate	2.5	-0.16	1.0	Moderate	2.5	[illegible]	9	0.0	15	0.0
I-5	4	NB	Capitol Hwy	Ross Island Bridge	4.9	2.75	0	1.0	-1	0.0	5	1.0	-0.27	1.0	NA		-0.27	1.0	Minor	5.0	Moderate	2.5	Minor	5.0	-0.27	1.0	Moderate	2.5	2.00	18	2.5	22	0.0
I-5	5	NB	Ross Island Bridge	I-84	1.9	[illegible]	3	1.0	14	1.0	1	1.0	-0.18	1.0	NA		-0.18	1.0	Minor	5.0	Major	5.0	Minor	5.0	-0.18	1.0	Moderate	2.5	2.35	28	5.0	96	5.0
I-5	6	NB	I-84	N Skidmore St.	2.2	[illegible]	-49	0.0	-80	0.0	-1	0.0	-0.11	1.0	NA		-0.11	1.0	Minor	5.0	Major	5.0	Minor	5.0	-0.11	1.0	Moderate	2.5	2.85	16	5.0	112	5.0
I-5	7	NB	N Skidmore St.	Interstate Bridge	3.6	[illegible]	0	0.0	-57	0.0	2	1.0	-0.64	1.0	NA		-0.64	1.0	Minor	5.0	Major	5.0	Minor	5.0	-0.64	1.0	Moderate	2.5	2.35	14	5.0	43	2.5
I-5	8	SB	Interstate Bridge	N Skidmore St.	3.6	[illegible]	24	1.0	96	1.0	-73	0.0	-0.21	1.0	NA		-0.21	1.0	Minor	5.0	Major	5.0	Minor	5.0	-0.21	1.0	Moderate	2.5	2.25	14	5.0	43	2.5
I-5	9	SB	N Skidmore St.	I-84	2.2	4.09	37	1.0	126	1.0	-74	0.0	-0.06	1.0	NA		-0.06	1.0	Minor	5.0	Major	5.0	Minor	5.0	-0.06	1.0	Moderate	2.5	2.25	16	5.0	112	5.0
I-5	10	SB	I-84	Ross Island Bridge	1.9	[illegible]	47	1.0	120	1.0	-56	0.0	-0.12	1.0	NA		-0.12	1.0	Minor	5.0	Major	5.0	Minor	5.0	-0.12	1.0	Moderate	2.5	[illegible]	28	5.0	96	5.0
I-5	11	SB	Ross Island Bridge	Capitol Hwy	4.5	2.75	49	1.0	137	1.0	-71	0.0	-0.24	1.0	NA		-0.24	1.0	Minor	5.0	Moderate	2.5	Minor	5.0	-0.24	1.0	Moderate	2.5	2.00	18	2.5	22	0.0
I-5	12	SB	Capitol Hwy	OR-217	3.0	[illegible]	8	1.0	97	1.0	-74	0.0	-0.14	1.0	NA		-0.14	1.0	Minor	5.0	Minor	0.0	Moderate	2.5	-0.14	1.0	Moderate	2.5	[illegible]	9	0.0	15	0.0
I-5	13	SB	OR-217	I-205	3.7	[illegible]	30	1.0	199	1.0	-72	0.0	-0.06	1.0	NA		-0.06	1.0	Minor	5.0	Minor	0.0	Moderate	2.5	-0.06	1.0	Moderate	2.5	[illegible]	10	0.0	13	0.0
I-205	15	NB	I-5	Stafford Rd	2.0	2.63	985	5.0	1,343	5.0	28	3.0	-0.27	5.0	-0.13	1.0	-0.27	5.0	Minor	5.0	Minor	0.0	Moderate	2.5	-0.27	5.0	Moderate	2.5	[illegible]	0	0.0	16	0.0
I-205	16	NB	Stafford Rd	10th St	3.3	[illegible]	1,185	5.0	1,564	5.0	40	5.0	-0.56	5.0	-0.17	1.0	-0.56	5.0	Minor	5.0	Minor	0.0	Moderate	2.5	-0.56	5.0	Moderate	2.5	[illegible]	1	0.0	8	0.0
I-205	17	NB	10th St	Sunset Ave	1.9	[illegible]	1,240	5.0	1,620	5.0	44	5.0	-0.46	5.0	-0.23	3.0	-0.46	5.0	Minor	5.0	Minor	0.0	Moderate	2.5	-0.46	5.0	Moderate	2.5	3.91	1	0.0	23	0.0
I-205	18	NB	Sunset Ave	Main St	1.2	2.57	1,050	5.0	1,395	5.0	34	5.0	-0.12	5.0	-0.18	1.0	-0.12	5.0	Minor	5.0	Minor	0.0	Minor	5.0	-0.12	5.0	Moderate	2.5	[illegible]	8	0.0	40	2.5
I-205	19	NB	Main St	SR-224	4.1	[illegible]	1,246	5.0	1,664	5.0	40	5.0	-0.45	3.0	-0.24	3.0	-0.45	3.0	Minor	5.0	Minor	0.0	Moderate	2.5	-0.45	3.0	Moderate	2.5	[illegible]	3	0.0	21	0.0
I-205	20	NB	SR-224	NE Glisan St	7.7	[illegible]	1,199	5.0	1,414	5.0	33	3.0	-0.49	1.0	-0.23	3.0	-0.49	1.0	Minor	5.0	Major	5.0	Minor	5.0	-0.49	1.0	Moderate	2.5	[illegible]	24	5.0	28	2.5
I-205	21	NB	NE Glisan St	Jackson Bridge	3.6	3.06	1,160	5.0	1,513	5.0	34	5.0	-1.04	5.0	-0.19	1.0	-1.04	5.0	Minor	5.0	Moderate	2.5	Minor	5.0	-1.04	5.0	Moderate	2.5	[illegible]	10	2.5	18	0.0
I-205	22	SB	Jackson Bridge	NE Glisan St	3.9	2.70	611	5.0	775	5.0	94	5.0	-0.30	1.0	-0.07	1.0	-0.30	1.0	Minor	5.0	Moderate	2.5	Minor	5.0	-0.30	1.0	Moderate	2.5	[illegible]	10	2.5	18	0.0
I-205	23	SB	NE Glisan St	SR-224	7.4	[illegible]	1,142	5.0	1,454	5.0	105	5.0	-0.57	1.0	-0.23	3.0	-0.57	1.0	Minor	5.0	Major	5.0	Minor	5.0	-0.57	1.0	Moderate	2.5	[illegible]	24	5.0	28	2.5
I-205	24	SB	SR-224	Main St	4.0	[illegible]	1,330	5.0	1,677	5.0	109	5.0	-0.48	3.0	-0.31	3.0	-0.48	3.0	Minor	5.0	Minor	0.0	Moderate	2.5	-0.48	3.0	Moderate	2.5	[illegible]	3	0.0	21	0.0
I-205	25	SB	Main St	Sunset Ave	1.3	[illegible]	836	5.0	1,039	5.0	106	5.0	-0.10	3.0	-0.14	1.0	-0.10	3.0	Minor	5.0	Minor	0.0	Minor	5.0	-0.10	3.0	Moderate	2.5	[illegible]	8	0.0	40	2.5
I-205	26	SB	Sunset Ave	10th St	1.9	[illegible]	811	5.0	980	5.0	107	5.0	-0.45	5.0	-0.14	1.0	-0.45	5.0	Minor	5.0	Minor	0.0	Moderate	2.5	-0.45	5.0	Moderate	2.5	[illegible]	1	0.0	23	0.0
I-205	27	SB	10th St	Stafford Rd	3.3	[illegible]	642	5.0	785	5.0	102	5.0	-0.39	3.0	-0.08	1.0	-0.39	3.0	Minor	5.0	Minor	0.0	Moderate	2.5	-0.39	3.0	Moderate	2.5	[illegible]	1	0.0	8	0.0

Concept 6 - Toll all lanes on I-5 (No pricing on I-205)

							Traffic Operations																							Alternative Modes			
Corridor	Segment ID	Direction	From	To	Length (Miles)	Combined Score	Peak-Period Vehicle Throughput	Peak-Period Vehicle Throughput Score	Peak-Period Person Throughput	Peak-Period Person Throughput Score	Peak-Period Freight Truck Throughput	Peak-Period Freight Truck Throughput Score	Peak-Period GP Travel Time	Peak-Period GP Travel Time Score	Peak-Period ML Travel Time	Peak-Period ML Travel Time Score	Peak-Period Freight Truck Travel Time	Peak-Period Freight Truck Travel Time Score	Trip Diversion (Adjacent Facilities)	Trip Diversion Score	SOV Mode Shift	SOV Mode Shift Score	Safety Impact (Routes w/ Diversion)	Safety Impact Score (Routes w/ Diversion)	Key Destination Travel Time	Key Destination Travel Time Score	Key Destination User Cost	Key Destination User Cost Score	Traffic Operations Score	Adequacy of Transit Service	Adequacy of Transit Service Score	Bicycle & Ped Options	Bicycle Ped Opt Score
I-5	2	NB	I-205	OR-217	3.6	2.37	-1,098	[illegible]	-1,282	[illegible]	10	1.0	-2.21	5.0	NA		-2.21	5.0	Moderate	2.5	Minor	[illegible]	Major	[illegible]	-2.21	5.0	Moderate	2.5	2.30	10	[illegible]	13	[illegible]
I-5	3	NB	OR-217	Capitol Hwy	2.7	2.38	-1,447	[illegible]	-1,651	[illegible]	-5	[illegible]	-0.91	5.0	NA		-0.91	5.0	Moderate	2.5	Minor	[illegible]	Major	[illegible]	-0.91	5.0	Moderate	2.5	2.00	9	[illegible]	15	[illegible]
I-5	4	NB	Capitol Hwy	Ross Island Bridge	4.9	3.08	-815	[illegible]	-959	[illegible]	41	5.0	-2.81	5.0	NA		-2.81	5.0	Moderate	2.5	Moderate	2.5	Moderate	2.5	-2.81	5.0	Moderate	2.5	[illegible]	18	2.5	22	[illegible]
I-5	5	NB	Ross Island Bridge	I-84	1.9	[illegible]	-218	[illegible]	-225	[illegible]	30	5.0	-1.38	5.0	NA		-1.38	5.0	Major	[illegible]	Major	5.0	Moderate	2.5	-1.38	5.0	Moderate	2.5	[illegible]	28	5.0	96	5.0
I-5	6	NB	I-84	N Skidmore St.	2.2	[illegible]	-541	[illegible]	-617	[illegible]	15	3.0	-0.58	5.0	NA		-0.58	5.0	Major	[illegible]	Major	5.0	Moderate	2.5	-0.58	5.0	Moderate	2.5	2.80	16	5.0	112	5.0
I-5	7	NB	N Skidmore St.	Interstate Bridge	3.6	[illegible]	-277	[illegible]	-236	[illegible]	30	5.0	-4.72	5.0	NA		-4.72	5.0	Major	[illegible]	Major	5.0	Major	[illegible]	-4.72	5.0	Moderate	2.5	2.75	14	5.0	43	2.5
I-5	8	SB	Interstate Bridge	N Skidmore St.	3.6	[illegible]	-452	[illegible]	-422	[illegible]	-29	[illegible]	-1.56	5.0	NA		-1.56	5.0	Major	[illegible]	Major	5.0	Major	[illegible]	-1.56	5.0	Moderate	2.5	2.25	14	5.0	43	2.5
I-5	9	SB	N Skidmore St.	I-84	2.2	[illegible]	-450	[illegible]	-454	[illegible]	-22	[illegible]	-0.71	5.0	NA		-0.71	5.0	Major	[illegible]	Major	5.0	Moderate	2.5	-0.71	5.0	Moderate	2.5	2.50	16	5.0	112	5.0
I-5	10	SB	I-84	Ross Island Bridge	1.9	[illegible]	4	1.0	78	1.0	1	1.0	-1.18	5.0	NA		-1.18	5.0	Major	[illegible]	Major	5.0	Moderate	2.5	-1.18	5.0	Moderate	2.5	2.80	28	5.0	96	5.0
I-5	11	SB	Ross Island Bridge	Capitol Hwy	4.5	2.95	-617	[illegible]	-688	[illegible]	11	1.0	-2.82	5.0	NA		-2.82	5.0	Moderate	2.5	Moderate	2.5	Moderate	2.5	-2.82	5.0	Moderate	2.5	2.60	18	2.5	22	[illegible]
I-5	12	SB	Capitol Hwy	OR-217	3.0	2.33	-978	[illegible]	-1,110	[illegible]	-13	[illegible]	-1.05	5.0	NA		-1.05	5.0	Moderate	2.5	Minor	[illegible]	Major	[illegible]	-1.05	5.0	Moderate	2.5	2.00	9	[illegible]	15	[illegible]
I-5	13	SB	OR-217	I-205	3.7	2.37	-534	[illegible]	-609	[illegible]	2	1.0	-2.18	5.0	NA		-2.18	5.0	Moderate	2.5	Minor	[illegible]	Major	[illegible]	-2.18	5.0	Moderate	2.5	2.10	10	[illegible]	13	[illegible]
I-205	15	NB	I-5	Stafford Rd	2.0	[illegible]	-26	[illegible]	-129	[illegible]	24	3.0	-0.04	1.0	NA		-0.04	1.0	Minor	5.0	Minor	[illegible]	Moderate	2.5	-0.04	1.0	Moderate	2.5	[illegible]	0	[illegible]	16	[illegible]
I-205	16	NB	Stafford Rd	10th St	3.3	[illegible]	-13	[illegible]	-89	[illegible]	13	1.0	-0.04	1.0	NA		-0.04	1.0	Minor	5.0	Minor	[illegible]	Moderate	2.5	-0.04	1.0	Moderate	2.5	[illegible]	1	[illegible]	8	[illegible]
I-205	17	NB	10th St	Sunset Ave	1.9	[illegible]	2	1.0	-51	[illegible]	6	1.0	0.10	[illegible]	NA		0.10	[illegible]	Minor	5.0	Minor	[illegible]	Moderate	2.5	0.10	[illegible]	Moderate	2.5	[illegible]	1	[illegible]	23	[illegible]
I-205	18	NB	Sunset Ave	Main St	1.2	2.57	42	1.0	-1	[illegible]	4	1.0	0.07	[illegible]	NA		0.07	[illegible]	Minor	5.0	Minor	[illegible]	Minor	5.0	0.07	[illegible]	Moderate	2.5	[illegible]	8	[illegible]	40	2.5
I-205	19	NB	Main St	SR-224	4.1	[illegible]	24	1.0	-22	[illegible]	-3	[illegible]	0.30	[illegible]	NA		0.30	[illegible]	Minor	5.0	Minor	[illegible]	Moderate	2.5	0.30	[illegible]	Moderate	2.5	[illegible]	3	[illegible]	21	[illegible]
I-205	20	NB	SR-224	NE Glisan St	7.7	3.57	70	1.0	27	1.0	-3	[illegible]	0.62	[illegible]	NA		0.62	[illegible]	Minor	5.0	Major	5.0	Minor	5.0	0.62	[illegible]	Moderate	2.5	[illegible]	24	5.0	28	2.5
I-205	21	NB	NE Glisan St	Jackson Bridge	3.6	2.65	39	1.0	6	1.0	-10	[illegible]	0.84	[illegible]	NA		0.84	[illegible]	Minor	5.0	Moderate	2.5	Minor	5.0	0.84	[illegible]	Moderate	2.5	[illegible]	10	2.5	18	[illegible]
I-205	22	SB	Jackson Bridge	NE Glisan St	3.9	2.88	228	3.0	160	1.0	58	5.0	0.29	[illegible]	NA		0.29	[illegible]	Minor	5.0	Moderate	2.5	Minor	5.0	0.29	[illegible]	Moderate	2.5	2.40	10	2.5	18	[illegible]
I-205	23	SB	NE Glisan St	SR-224	7.4	[illegible]	22	1.0	-90	[illegible]	48	5.0	0.53	[illegible]	NA		0.53	[illegible]	Minor	5.0	Major	5.0	Minor	5.0	0.53	[illegible]	Moderate	2.5	2.35	24	5.0	28	2.5
I-205	24	SB	SR-224	Main St	4.0	[illegible]	-40	[illegible]	-145	[illegible]	41	5.0	0.23	[illegible]	NA		0.23	[illegible]	Minor	5.0	Minor	[illegible]	Moderate	2.5	0.23	[illegible]	Moderate	2.5	[illegible]	3	[illegible]	21	[illegible]
I-205	25	SB	Main St	Sunset Ave	1.3	2.70	8	1.0	-98	[illegible]	53	5.0	0.01	[illegible]	NA		0.01	[illegible]	Minor	5.0	Minor	[illegible]	Minor	5.0	0.01	[illegible]	Moderate	2.5	[illegible]	8	[illegible]	40	2.5
I-205	26	SB	Sunset Ave	10th St	1.9	[illegible]	-27	[illegible]	-146	[illegible]	55	5.0	0.05	[illegible]	NA		0.05	[illegible]	Minor	5.0	Minor	[illegible]	Moderate	2.5	0.05	[illegible]	Moderate	2.5	[illegible]	1	[illegible]	23	[illegible]
I-205	27	SB	10th St	Stafford Rd	3.3	[illegible]	-63	[illegible]	-197	[illegible]	58	5.0	-0.01	1.0	NA		-0.01	1.0	Minor	5.0	Minor	[illegible]	Moderate	2.5	-0.01	1.0	Moderate	2.5	[illegible]	1	[illegible]	8	[illegible]
I-205	28	SB	Stafford Rd	I-5	2.3	[illegible]	-109	[illegible]	-259	[illegible]	57	5.0	-0.03	1.0	NA		-0.03	1.0	Minor	5.0	Minor	[illegible]	Moderate	2.5	-0.03	1.0	Moderate	2.5	[illegible]	0	[illegible]	16	[illegible]

Scores range from 0 to 5 with higher scores representing higher performance.

Concept 7 - Toll all lanes on I-205 (Convert GP lane I-5)

							Traffic Operations																							Alternative Modes			
Corridor	Segment ID	Direction	From	To	Length (Miles)	Combined Score	Peak-Period Vehicle Throughput	Peak-Period Vehicle Throughput Score	Peak-Period Person Throughput	Peak-Period Person Throughput Score	Peak-Period Freight Truck Throughput	Peak-Period Freight Truck Throughput Score	Peak-Period GP Travel Time	Peak-Period GP Travel Time Score	Peak-Period ML Travel Time	Peak-Period ML Travel Time Score	Peak-Period Freight Truck Travel Time	Peak-Period Freight Truck Travel Time Score	Trip Diversion (Adjacent Facilities)	Trip Diversion Score	SOV Mode Shift	SOV Mode Shift Score	Safety Impact (Routes w/ Diversion)	Safety Impact Score (Routes w/ Diversion)	Key Destination Travel Time	Key Destination Travel Time Score	Key Destination User Cost	Key Destination User Cost Score	Traffic Operations Score	Adequacy of Transit Service	Adequacy of Transit Service Score	Bicycle & Ped Options	Bicycle Ped Opt Score
I-5	2	NB	I-205	OR-217	3.6	[illegible]	-12	[illegible]	428	3.0	30	5.0	0.58	[illegible]	-0.38	3.0	0.58	[illegible]	Minor	5.0	Minor	[illegible]	Moderate	2.5	0.58	[illegible]	Moderate	2.5	[illegible]	10	[illegible]	13	[illegible]
I-5	3	NB	OR-217	Capitol Hwy	2.7	2.33	15	1.0	437	3.0	25	5.0	0.36	[illegible]	-0.25	3.0	0.36	[illegible]	Minor	5.0	Minor	[illegible]	Moderate	2.5	0.36	[illegible]	Moderate	2.5	2.06	9	[illegible]	15	[illegible]
I-5	4	NB	Capitol Hwy	Ross Island Bridge	4.9	2.87	-11	[illegible]	579	5.0	9	1.0	1.30	[illegible]	-0.42	5.0	1.30	[illegible]	Minor	5.0	Moderate	2.5	Minor	5.0	1.30	[illegible]	Moderate	2.5	2.38	18	2.5	22	[illegible]
I-5	5	NB	Ross Island Bridge	I-84	1.9	[illegible]	36	1.0	764	5.0	6	1.0	1.00	[illegible]	-0.54	5.0	1.00	[illegible]	Moderate	2.5	Major	5.0	Minor	5.0	1.00	[illegible]	Moderate	2.5	2.45	28	5.0	96	5.0
I-5	6	NB	I-84	N Skidmore St.	2.2	[illegible]	-41	[illegible]	407	3.0	10	3.0	0.60	[illegible]	-0.35	3.0	0.60	[illegible]	Moderate	2.5	Major	5.0	Minor	5.0	0.60	[illegible]	Moderate	2.5	2.18	16	5.0	112	5.0
I-5	7	NB	N Skidmore St.	Interstate Bridge	3.6	[illegible]	-4	[illegible]	190	1.0	31	5.0	0.87	[illegible]	-0.57	5.0	0.87	[illegible]	Moderate	2.5	Major	5.0	Moderate	2.5	0.87	[illegible]	Moderate	2.5	2.14	14	5.0	43	2.5
I-5	8	SB	Interstate Bridge	N Skidmore St.	3.6	3.48	-71	[illegible]	244	3.0	-2	[illegible]	0.57	[illegible]	-0.32	3.0	0.57	[illegible]	Moderate	2.5	Major	5.0	Moderate	2.5	0.57	[illegible]	Moderate	2.5	[illegible]	14	5.0	43	2.5
I-5	9	SB	N Skidmore St.	I-84	2.2	[illegible]	-55	[illegible]	646	5.0	-89	[illegible]	0.22	[illegible]	-0.33	3.0	0.22	[illegible]	Moderate	2.5	Major	5.0	Minor	5.0	0.22	[illegible]	Moderate	2.5	2.09	16	5.0	112	5.0
I-5	10	SB	I-84	Ross Island Bridge	1.9	[illegible]	71	1.0	811	5.0	-81	[illegible]	0.70	[illegible]	-0.53	5.0	0.70	[illegible]	Moderate	2.5	Major	5.0	Minor	5.0	0.70	[illegible]	Moderate	2.5	2.36	28	5.0	96	5.0
I-5	11	SB	Ross Island Bridge	Capitol Hwy	4.5	2.87	13	1.0	720	5.0	-46	[illegible]	1.66	[illegible]	-0.45	5.0	1.66	[illegible]	Minor	5.0	Moderate	2.5	Minor	5.0	1.66	[illegible]	Moderate	2.5	2.36	18	2.5	22	[illegible]
I-5	12	SB	Capitol Hwy	OR-217	3.0	[illegible]	5	1.0	522	5.0	-18	[illegible]	0.40	[illegible]	-0.30	3.0	0.40	[illegible]	Minor	5.0	Minor	[illegible]	Moderate	2.5	0.40	[illegible]	Moderate	2.5	[illegible]	9	[illegible]	15	[illegible]
I-5	13	SB	OR-217	I-205	3.7	[illegible]	23	1.0	492	3.0	3	1.0	0.58	[illegible]	-0.41	5.0	0.58	[illegible]	Minor	5.0	Minor	[illegible]	Moderate	2.5	0.58	[illegible]	Moderate	2.5	[illegible]	10	[illegible]	13	[illegible]
I-205	15	NB	I-5	Stafford Rd	2.0	2.33	-818	[illegible]	-727	[illegible]	-21	[illegible]	-0.65	5.0	NA		-0.65	5.0	Moderate	2.5	Minor	[illegible]	Major	[illegible]	-0.65	5.0	Moderate	2.5	2.00	0	[illegible]	16	[illegible]
I-205	16	NB	Stafford Rd	10th St	3.3	2.33	-571	[illegible]	-526	[illegible]	-14	[illegible]	-1.50	5.0	NA		-1.50	5.0	Moderate	2.5	Minor	[illegible]	Major	[illegible]	-1.50	5.0	Moderate	2.5	2.00	1	[illegible]	8	[illegible]
I-205	17	NB	10th St	Sunset Ave	1.9	2.33	-620	[illegible]	-660	[illegible]	-9	[illegible]	-1.41	5.0	NA		-1.41	5.0	Moderate	2.5	Minor	[illegible]	Major	[illegible]	-1.41	5.0	Moderate	2.5	2.00	1	[illegible]	23	[illegible]
I-205	18	NB	Sunset Ave	Main St	1.2	2.83	-678	[illegible]	-737	[illegible]	-25	[illegible]	-0.35	5.0	NA		-0.35	5.0	Moderate	2.5	Minor	[illegible]	Moderate	2.5	-0.35	5.0	Moderate	2.5	2.25	8	[illegible]	40	2.5
I-205	19	NB	Main St	SR-224	4.1	2.33	-619	[illegible]	-741	[illegible]	-1	[illegible]	-2.13	5.0	NA		-2.13	5.0	Moderate	2.5	Minor	[illegible]	Major	[illegible]	-2.13	5.0	Moderate	2.5	2.00	3	[illegible]	21	[illegible]
I-205	20	NB	SR-224	NE Glisan St	7.7	[illegible]	-562	[illegible]	-669	[illegible]	-14	[illegible]	-3.60	5.0	NA		-3.60	5.0	Moderate	2.5	Major	5.0	Moderate	2.5	-3.60	5.0	Moderate	2.5	2.75	24	5.0	28	2.5
I-205	21	NB	NE Glisan St	Jackson Bridge	3.6	2.92	-311	[illegible]	-488	[illegible]	-7	[illegible]	-2.17	5.0	NA		-2.17	5.0	Moderate	2.5	Moderate	2.5	Moderate	2.5	-2.17	5.0	Moderate	2.5	2.50	10	2.5	18	[illegible]
I-205	22	SB	Jackson Bridge	NE Glisan St	3.9	2.95	-584	[illegible]	-774	[illegible]	7	1.0	-0.85	5.0	NA		-0.85	5.0	Moderate	2.5	Moderate	2.5	Moderate	2.5	-0.85	5.0	Moderate	2.5	2.60	10	2.5	18	[illegible]
I-205	23	SB	NE Glisan St	SR-224	7.4	[illegible]	-464	[illegible]	-593	[illegible]	18	3.0	-3.70	5.0	NA		-3.70	5.0	Moderate	2.5	Major	5.0	Moderate	2.5	-3.70	5.0	Moderate	2.5	[illegible]	24	5.0	28	2.5
I-205	24	SB	SR-224	Main St	4.0	2.50	-155	[illegible]	-232	[illegible]	35	5.0	-2.65	5.0	NA		-2.65	5.0	Moderate	2.5	Minor	[illegible]	Major	[illegible]	-2.65	5.0	Moderate	2.5	2.50	3	[illegible]	21	[illegible]
I-205	25	SB	Main St	Sunset Ave	1.3	2.83	-774	[illegible]	-926	[illegible]	-1	[illegible]	-0.27	5.0	NA		-0.27	5.0	Moderate	2.5	Minor	[illegible]	Moderate	2.5	-0.27	5.0	Moderate	2.5	2.25	8	[illegible]	40	2.5

Concept 8 - Construct new priced lane on I-205 (Convert GP lane I-5)

Corridor	Segment ID	Direction	From	To	Length (Miles)	Combined Score	Peak-Period Vehicle Throughput	Peak-Period Vehicle Throughput Score	Peak-Period Person Throughput	Peak-Period Person Throughput Score	Peak-Period Freight Truck Throughput	Peak-Period Freight Truck Throughput Score	Peak-Period GP Travel Time	Peak-Period GP Travel Time Score	Peak-Period ML Travel Time	Peak-Period ML Travel Time Score	Peak-Period Freight Truck Travel Time	Peak-Period Freight Truck Travel Time Score	Trip Diversion (Adjacent Facilities)	Trip Diversion Score	SOV Mode Shift	SOV Mode Shift Score	Safety Impact (Routes w/ Diversion)	Safety Impact Score (Routes w/ Diversion)	Key Destination Travel Time	Key Destination Travel Time Score	Key Destination User Cost	Key Destination User Cost Score	Traffic Operations Score	Adequacy of Transit Service	Adequacy of Transit Service Score	Bicycle & Ped Options	Bicycle & Ped Options Score
							Traffic Operations																							*Alternative Modes*			
I-5	2	NB	I-205	OR-217	3.6	[illegible]	-41	[illegible]	465	3.0	113	5.0	0.53	[illegible]	-0.38	3.0	0.53	[illegible]	Minor	5.0	Minor	[illegible]	Moderate	2.5	0.53	[illegible]	Moderate	2.5	[illegible]	10	[illegible]	13	[illegible]
I-5	3	NB	OR-217	Capitol Hwy	2.7	[illegible]	-243	[illegible]	101	1.0	101	5.0	-0.07	1.0	-0.18	1.0	-0.07	1.0	Minor	5.0	Minor	[illegible]	Moderate	2.5	-0.07	1.0	Moderate	2.5	[illegible]	9	[illegible]	15	[illegible]
I-5	4	NB	Capitol Hwy	Ross Island Bridge	4.9	2.99	-5	[illegible]	546	5.0	52	5.0	0.47	[illegible]	-0.37	3.0	0.47	[illegible]	Minor	5.0	Moderate	2.5	Minor	5.0	0.47	[illegible]	Moderate	2.5	2.35	18	2.5	22	[illegible]
I-5	5	NB	Ross Island Bridge	I-84	1.9	4.27	43	1.0	748	5.0	51	5.0	0.50	[illegible]	-0.50	5.0	0.50	[illegible]	Moderate	2.5	Major	5.0	Minor	5.0	0.50	[illegible]	Moderate	2.5	2.82	28	5.0	96	5.0
I-5	6	NB	I-84	N Skidmore St.	2.2	4.12	-108	[illegible]	279	3.0	64	5.0	0.27	[illegible]	-0.30	3.0	0.27	[illegible]	Moderate	2.5	Major	5.0	Minor	5.0	0.27	[illegible]	Moderate	2.5	2.36	16	5.0	112	5.0
I-5	7	NB	N Skidmore St.	Interstate Bridge	3.6	4.11	10	1.0	156	1.0	72	5.0	-1.44	5.0	-0.50	5.0	-1.44	5.0	Moderate	2.5	Major	5.0	Moderate	2.5	-1.44	5.0	Moderate	2.5	3.99	14	5.0	43	2.5
I-5	8	SB	Interstate Bridge	N Skidmore St.	3.6	3.88	-84	[illegible]	339	3.0	3	1.0	-0.06	1.0	-0.27	3.0	-0.06	1.0	Moderate	2.5	Major	5.0	Moderate	2.5	-0.06	1.0	Moderate	2.5	2.05	14	5.0	43	2.5
I-5	9	SB	N Skidmore St.	I-84	2.2	4.99	-35	[illegible]	487	5.0	-89	[illegible]	0.07	[illegible]	-0.31	3.0	0.07	[illegible]	Moderate	2.5	Major	5.0	Minor	5.0	0.07	[illegible]	Moderate	2.5	2.09	16	5.0	112	5.0
I-5	10	SB	I-84	Ross Island Bridge	1.9	4.22	100	1.0	866	5.0	-81	[illegible]	0.41	[illegible]	-0.51	5.0	0.41	[illegible]	Moderate	2.5	Major	5.0	Minor	5.0	0.41	[illegible]	Moderate	2.5	2.36	28	5.0	96	5.0
I-5	11	SB	Ross Island Bridge	Capitol Hwy	4.5	2.87	53	1.0	825	5.0	-51	[illegible]	0.71	[illegible]	-0.41	5.0	0.71	[illegible]	Minor	5.0	Moderate	2.5	Minor	5.0	0.71	[illegible]	Moderate	2.5	2.38	18	2.5	22	[illegible]
I-5	12	SB	Capitol Hwy	OR-217	3.0	[illegible]	-35	[illegible]	372	5.0	-18	[illegible]	0.01	[illegible]	-0.25	3.0	0.01	[illegible]	Minor	5.0	Minor	[illegible]	Moderate	2.5	0.01	[illegible]	Moderate	2.5	[illegible]	9	[illegible]	15	[illegible]
I-5	13	SB	OR-217	I-205	3.7	[illegible]	56	1.0	711	5.0	6	1.0	0.54	[illegible]	-0.41	5.0	0.54	[illegible]	Minor	5.0	Minor	[illegible]	Moderate	2.5	0.54	[illegible]	Moderate	2.5	2.00	10	[illegible]	13	[illegible]
I-205	15	NB	I-5	Stafford Rd	2.0	2.84	1,025	5.0	1,502	5.0	-162	[illegible]	-0.25	5.0	-0.13	1.0	-0.25	5.0	Minor	5.0	Minor	[illegible]	Moderate	2.5	-0.25	5.0	Moderate	2.5	3.27	0	[illegible]	16	[illegible]
I-205	16	NB	Stafford Rd	10th St	3.3	2.24	1,203	5.0	1,662	5.0	-147	[illegible]	-0.53	5.0	-0.17	1.0	-0.53	5.0	Minor	5.0	Minor	[illegible]	Moderate	2.5	-0.53	5.0	Moderate	2.5	3.27	1	[illegible]	8	[illegible]
I-205	17	NB	10th St	Sunset Ave	1.9	[illegible]	1,253	5.0	1,654	5.0	-143	[illegible]	-0.43	5.0	-0.24	3.0	-0.43	5.0	Minor	5.0	Minor	[illegible]	Moderate	2.5	-0.43	5.0	Moderate	2.5	3.45	1	[illegible]	23	[illegible]
I-205	18	NB	Sunset Ave	Main St	1.2	[illegible]	1,066	5.0	1,412	5.0	-159	[illegible]	-0.12	3.0	-0.19	1.0	-0.12	3.0	Minor	5.0	Minor	[illegible]	Minor	5.0	-0.12	3.0	Moderate	2.5	2.95	8	[illegible]	40	2.5
I-205	19	NB	Main St	SR-224	4.1	[illegible]	1,243	5.0	1,628	5.0	-138	[illegible]	-0.45	3.0	-0.24	3.0	-0.45	3.0	Minor	5.0	Minor	[illegible]	Moderate	2.5	-0.45	3.0	Moderate	2.5	2.91	3	[illegible]	21	[illegible]
I-205	20	NB	SR-224	NE Glisan St	7.7	3.52	1,180	5.0	1,545	5.0	-155	[illegible]	-0.55	1.0	-0.22	3.0	-0.55	1.0	Minor	5.0	Major	5.0	Minor	5.0	-0.55	1.0	Moderate	2.5	3.05	24	5.0	28	2.5
I-205	21	NB	NE Glisan St	Jackson Bridge	3.6	2.79	1,189	5.0	1,417	5.0	-124	[illegible]	-0.91	3.0	-0.20	3.0	-0.91	3.0	Minor	5.0	Moderate	2.5	Minor	5.0	-0.91	3.0	Moderate	2.5	3.06	10	2.5	18	[illegible]
I-205	22	SB	Jackson Bridge	NE Glisan St	3.9	2.55	838	5.0	864	5.0	-4	[illegible]	-0.10	1.0	-0.09	1.0	-0.10	1.0	Minor	5.0	Moderate	2.5	Minor	5.0	-0.10	1.0	Moderate	2.5	2.84	10	2.5	18	[illegible]
I-205	23	SB	NE Glisan St	SR-224	7.4	3.52	1,166	5.0	1,340	5.0	-10	[illegible]	-0.28	1.0	-0.24	3.0	-0.28	1.0	Minor	5.0	Major	5.0	Minor	5.0	-0.28	1.0	Moderate	2.5	3.05	24	5.0	28	2.5
I-205	24	SB	SR-224	Main St	4.0	[illegible]	1,325	5.0	1,576	5.0	8	3.0	-0.30	1.0	-0.33	3.0	-0.30	1.0	Minor	5.0	Minor	[illegible]	Moderate	2.5	-0.30	1.0	Moderate	2.5	2.64	3	[illegible]	21	[illegible]
I-205	25	SB	Main St	Sunset Ave	1.3	[illegible]	935	5.0	1,049	5.0	-27	[illegible]	-0.07	3.0	-0.16	1.0	-0.07	3.0	Minor	5.0	Minor	[illegible]	Minor	5.0	-0.07	3.0	Moderate	2.5	2.95	8	[illegible]	40	2.5
I-205	26	SB	Sunset Ave	10th St	1.9	[illegible]	918	5.0	1,007	5.0	-28	[illegible]	-0.34	3.0	-0.16	1.0	-0.34	3.0	Minor	5.0	Minor	[illegible]	Moderate	2.5	-0.34	3.0	Moderate	2.5	2.73	1	[illegible]	33	[illegible]
I-205	27	SB	10th St	Stafford Rd	3.3	[illegible]	906	5.0	932	5.0	-35	[illegible]	-0.28	3.0	-0.10	1.0	-0.28	3.0	Minor	5.0	Minor	[illegible]	Moderate	2.5	-0.28	3.0	Moderate	2.5	2.73	1	[illegible]	8	[illegible]
I-205	28	SB	Stafford Rd	I-5	2.3	[illegible]	767	5.0	898	5.0	-34	[illegible]	-0.14	3.0	-0.09	1.0	-0.14	3.0	Minor	5.0	Minor	[illegible]	Moderate	2.5	-0.14	3.0	Moderate	2.5	2.73	0	[illegible]	16	[illegible]

Scores range from 0 to 5 with higher scores representing higher performance.

Washington State
Department of Transportation

Southwest Region
11018 Northeast 51st Circle
Vancouver, WA 98682-6686
360-905-2000 / FAX: 360-905-2222
TTY: 1-800-833-6388
www.wsdot.wa.gov

March 22, 2018

Mr. Matthew Garrett, Director
Oregon Department of Transportation
355 Capitol St NE
Salem, OR 97301

Dear Director Garrett:

I write to you regarding a budget note included in Oregon's 2017-19 Budget, HB 5045, that is related to the work the Oregon Department of Transportation (ODOT) has undertaken to implement the value pricing component of the 2017 transportation revenue package, HB 2017. As a member of the Value Pricing Policy Advisory Committee (PAC) that ODOT has established to assist in that work, I am in need of clarification on how that budget note has been interpreted.

If implemented today, the budget note in HB 5045 seems to imply that revenue from tolling anywhere on I-5 or I-205 could be directed to a single bottleneck relief project on I-205, specifically the Abernethy Bridge. That runs contrary to our understanding that value pricing under HB 2017 is to focus on congestion management and that those who pay the tolls will directly benefit. If the intent of the value pricing discussion is to focus on funding specific projects, there are nationally significant bottlenecks within the region that should be included in the conversation, such as an I-5 replacement bridge, and other potential improvements that would more directly benefit all users.

Given the information in the budget note, and the conversation that has been evolving through the PAC, our hope is that you may be able to provide more clarity. WSDOT's position has always been that those paying a toll, regardless of the state in which they live, must see direct benefits from that toll. Our recommendation would be that any tolling, regardless of location, should provide a direct benefit to the users paying the fee, which would include those north of the Columbia River.

Sincerely,

Kris Strickler, P.E.
WSDOT Southwest Regional Administrator

cc: Mayor Anne McEnerny-Ogle, City of Vancouver
Clark County Councilor Eileen Quiring

Portland Metro Area Value Pricing Feasibility Analysis

April 2, 2018
Vancouver City Council Workshop

CITY OF Vancouver WASHINGTON

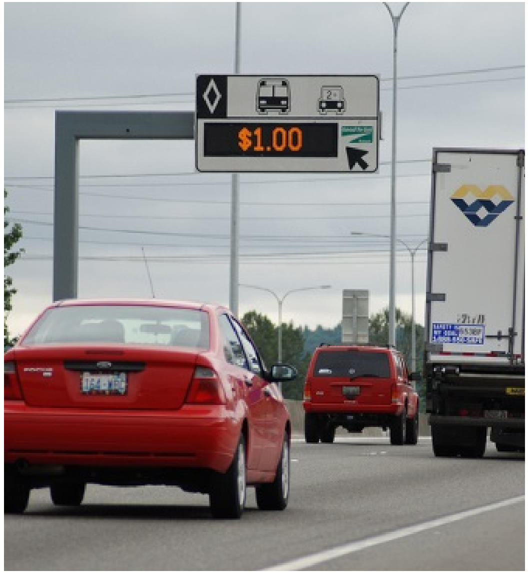
Rebecca Kennedy, Planning Manager, City of Vancouver Community & Economic Development
Judith Gray, Value Pricing Project Manager, Oregon Department of Transportation

Presentation Overview

- Brief Overview of Congestion Pricing – City staff
- Portland Metro Area Value Pricing Feasibility Analysis Update- ODOT staff
- Council Questions for ODOT staff
- Review Recommended Policy Framework- City staff
- Council Discussion

Congestion Pricing

- A toll system allows drivers to access a public or private roadway for a fee (or toll)
- Primary purpose is to reduce roadway congestion
- Can also support new road construction, maintenance or expansion projects
- Congestion pricing is one type of tolling strategy - manages roadway demand by charging higher fees when congestion occurs



Congestion Pricing

- Decreases demand on the system without adding capacity through changes in driver behavior
- Drivers may shift their travel times, eliminate trips, or even change their travel mode
- Provides more reliable travel times through reduced congestion
- Also lowers collision rates, improves transit travel times, and leads to better air quality

Congestion Pricing

Common Types of Congestion Pricing

- Priced Lanes/High Occupancy Toll (HOT) Lanes: Individual drivers can pay a fee to use a High Occupancy Vehicle (HOV) Lane to bypass congestion, or used an unpriced lane.
- Priced Roadways/Open Road Tolling (ORT): System-wide tolls that where all lanes are priced and all users are required to pay.
- Cordon Pricing: Drivers pay a fee to enter a specified area such as a downtown or central business district.

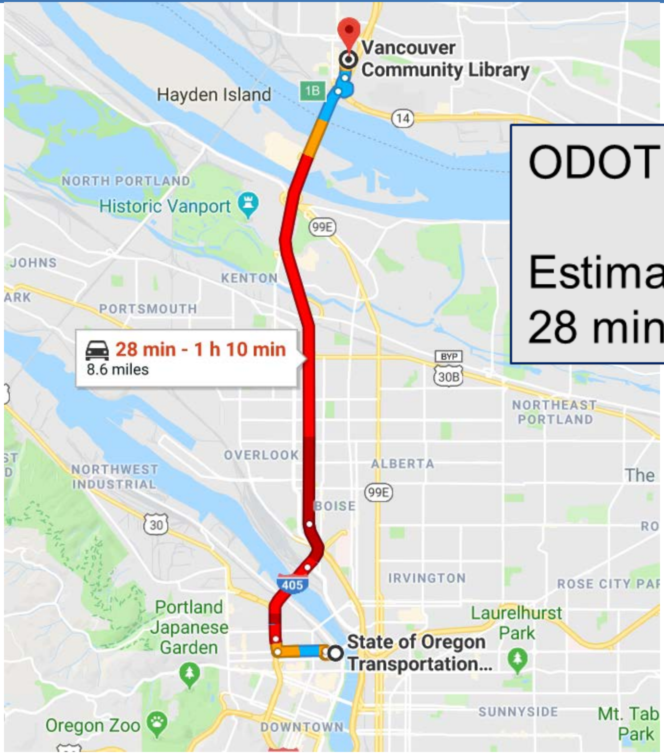
Portland Metro Area Value Pricing Feasibility Analysis

Spring 2018 Update

Presentation overview

- Background and process
- Public engagement: What we’re hearing
- Technical analysis: What we’re learning
- Next steps

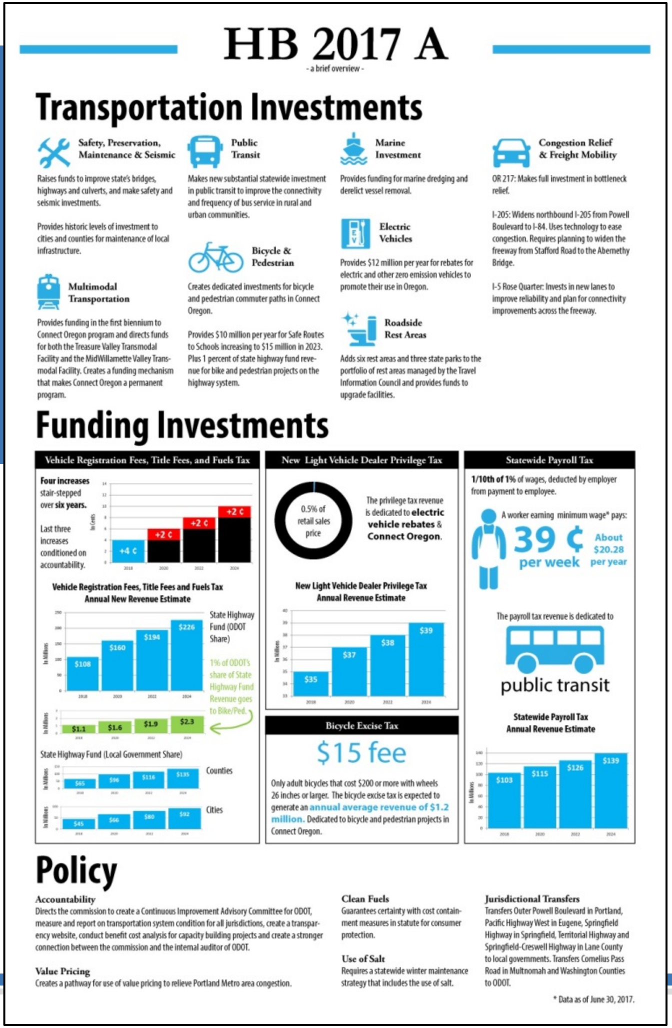
What's the problem?



ODOT Office to Vancouver Library

Estimated travel time:
28 min to 1 hr 10 min

Legislative Context



HB 2017 A

- a brief overview -

Transportation Investments

Safety, Preservation, Maintenance & Seismic

Raises funds to improve state's bridges, highways and culverts, and make safety and seismic investments.

Provides historic levels of investment to cities and counties for maintenance of local infrastructure.

Multimodal Transportation

Provides funding in the first biennium to Connect Oregon program and directs funds for both the Treasure Valley Transmodal Facility and the MidWillamette Valley Transmodal Facility. Creates a funding mechanism that makes Connect Oregon a permanent program.

Public Transit

Makes new substantial statewide investment in public transit to improve the connectivity and frequency of bus service in rural and urban communities.

Bicycle & Pedestrian

Creates dedicated investments for bicycle and pedestrian commuter paths in Connect Oregon.

Provides $10 million per year for Safe Routes to Schools increasing to $15 million in 2023. Plus 1 percent of state highway fund revenue for bike and pedestrian projects on the highway system.

Marine Investment

Provides funding for marine dredging and derelict vessel removal.

Electric Vehicles

Provides $12 million per year for rebates for electric and other zero emission vehicles to promote their use in Oregon.

Roadside Rest Areas

Adds six rest areas and three state parks to the portfolio of rest areas managed by the Travel Information Council and provides funds to upgrade facilities.

Congestion Relief & Freight Mobility

OR 217: Makes full investment in bottleneck relief.

I-205: Widens northbound I-205 from Powell Boulevard to I-84. Uses technology to ease congestion. Requires planning to widen the freeway from Stafford Road to the Abernethy Bridge.

I-5 Rose Quarter: Invests in new lanes to improve reliability and plan for connectivity improvements across the freeway.

Funding Investments

Vehicle Registration Fees, Title Fees, and Fuels Tax

Four increases stair-stepped over **six years.**

Last three increases conditioned on accountability.

Vehicle Registration Fees, Title Fees and Fuels Tax Annual New Revenue Estimate

New Light Vehicle Dealer Privilege Tax

The privilege tax revenue is dedicated to **electric vehicle rebates** & **Connect Oregon**.

New Light Vehicle Dealer Privilege Tax Annual Revenue Estimate

Bicycle Excise Tax

$15 fee

Only adult bicycles that cost $200 or more with wheels 26 inches or larger. The bicycle excise tax is expected to generate an **annual average revenue of $1.2 million.** Dedicated to bicycle and pedestrian projects in Connect Oregon.

Statewide Payroll Tax

1/10th of 1% of wages, deducted by employer from payment to employee.

A worker earning minimum wage* pays: **39 ¢ per week** About $20.28 per year

The payroll tax revenue is dedicated to **public transit**

Statewide Payroll Tax Annual Revenue Estimate

Policy

Accountability
Directs the commission to create a Continuous Improvement Advisory Committee for ODOT, measure and report on transportation system condition for all jurisdictions, create a transparency website, conduct benefit cost analysis for capacity building projects and create a stronger connection between the commission and the internal auditor of ODOT.

Value Pricing
Creates a pathway for use of value pricing to relieve Portland Metro area congestion.

Clean Fuels
Guarantees certainty with cost containment measures in statute for consumer protection.

Use of Salt
Requires a statewide winter maintenance strategy that includes the use of salt.

Jurisdictional Transfers
Transfers Outer Powell Boulevard in Portland, Pacific Highway West in Eugene, Springfield Highway in Springfield, Territorial Highway and Springfield-Creswell Highway in Lane County to local governments. Transfers Cornelius Pass Road in Multnomah and Washington Counties to ODOT.

* Data as of June 30, 2017.

HB2017 Section 120 – Value Pricing

Directs the OTC to:

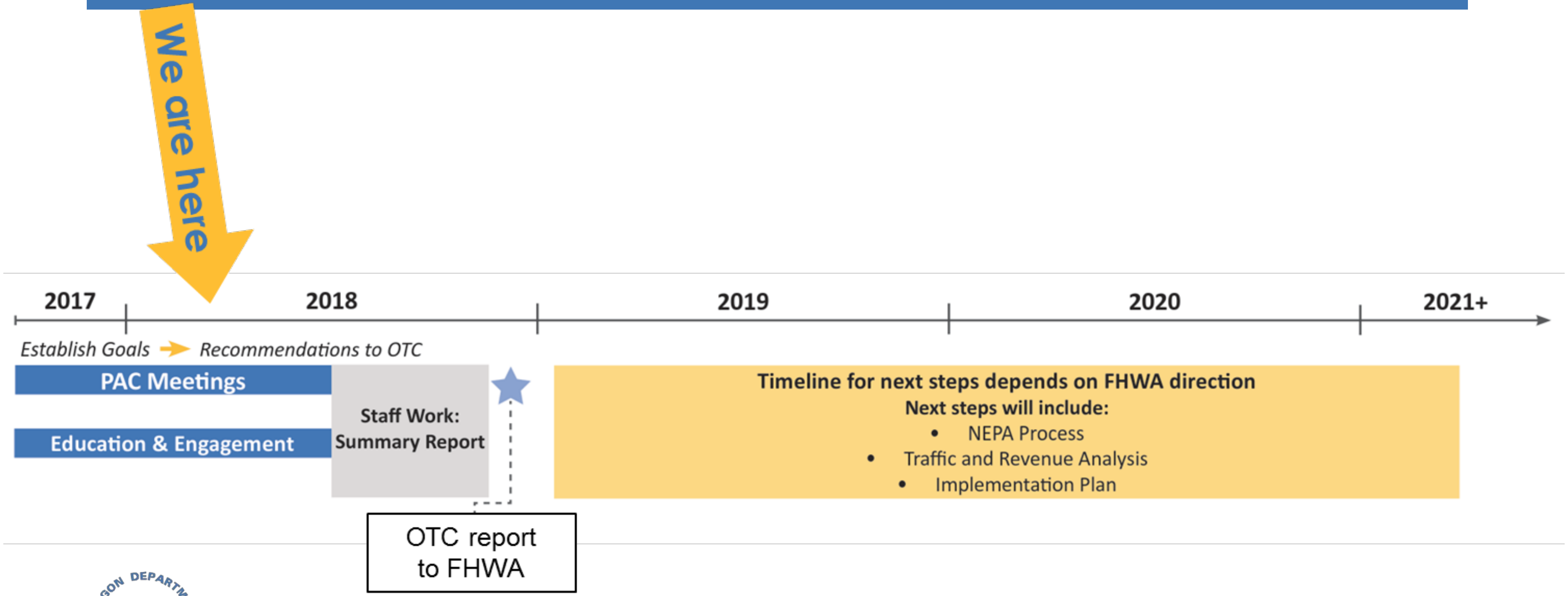
- Seek FHWA approval to implement value pricing no later than 12/31/18
- If approved, “the commission shall implement value pricing to reduce traffic congestion.”

HB2017 Section 120 – Value Pricing

Priority locations:

- I-5 and I-205 in Portland metro region
- Implementation could be in discrete segment(s)
- Does not preclude other freeways or other agency implementation

Implementation timeline



Value Pricing Policy Advisory Committee

Oregon Transportation Commission (two co-chairs)			
Clackamas County	Clark County	Multnomah County	Washington County
City of Portland	Port of Portland	Metro	City of Vancouver
TriMet	Ride Connection	Verde	Oregon Trucking Associations
Portland Business Alliance	Fred Meyer	AAA Oregon	The Street Trust
Oregon Environmental Council	OPAL Environmental Justice of Oregon	Westside Economic Alliance	Community Alliance of Tenants
ODOT	WSDOT	FHWA (ex officio)	

Committee Charge

The committee will advise the OTC:

- Location(s) best suited for value pricing to reduce congestion
- The type(s) of value pricing to implement
- Mitigation strategies to evaluate further

PAC Recommendation Process

	PAC4 April 11	PAC 5 May 14	PAC 6 June 25
Information/ Discussion	Mitigation approaches / current policies	Round 2 concept analysis findings	Refinement of recommendations
Outcome	Identify mitigation opportunities & approaches	Preferred concept(s)	Final Recommendations - Location - Type - Mitigations

OTC meeting July 12	**Present the PAC recommendation(s) and hear public comment**

OREGON DEPARTMENT OF TRANSPORTATION

Thinking about equity

- What input do environmental justice communities have?
- How would benefits be shared?
- What choices will exist and for whom?
- How would impacts be experienced?
- What can be done to better distribute benefits and mitigate impacts?

Thinking about equity

- Existing inequities in Transportation
  - Auto-dependent system development
  - Housing/jobs balance in land use planning
  - Traditional funding sources
    - User fees compared to other tax types
  - Infrastructure impacts
    - Air quality, noise, construction, etc.
- Congestion pricing
  - Sharing in benefits
  - Out of pocket costs

Actions other states have taken

Incentives and discounts

HOV Toll-Free Use Signage, I-10 Express, Los Angeles, California

- Discounted rates for HOVs
- Subsidized toll rates
- Toll credits for use of modal alternatives
- Toll credits by location

Actions other states have taken

Special access programs

License Plate Tolling Signage, North Tarrant Express, Ft Worth, Texas

- Cash accounts for unbanked populations
- License-plate tolling

Actions other states have taken

Enhanced multi-modal investments

In-line bus station on I-35W Express Lane, Minneapolis, Minnesota

- Provide improved and expanded transit facilities and services to address accessibility
  - Washington
  - Minnesota
  - California

Public Outreach

High level of regional input

- **6,722** visitors to online open house
- **3,357** views of overview video
- **260** people at 3 open houses
- **1,810** completed questionnaires
- **754+30** email/ voicemail

What we are hearing

Common themes

Negative effects of congestion

- Time spent in traffic
- Increased stress, anxiety, and frustration
- Unpredictable travel time
- Adjusting route to avoid congestion

What we are hearing

Common themes

Concerns about congestion pricing

- Impacts on low income communities
- Diversion of traffic onto surface streets & into neighborhoods
- Questions and ideas about how revenue should be used

Concept evaluation

Project Approach

Round 1 Evaluation (Winter)

- Start with "representative" concepts
- Understand the range of effects
- Conduct screening level analysis (traffic, geometrics, costs)
- Engage stakeholders & public

Round 2 Concepts (Spring)

- Refined performance evaluation
- Equity strategies to consider
- Mitigation strategies

Baseline – 2027 RTP

- For reference
- Includes growth in population and employment through 2027
- No tolls or pricing applied to either I-5 or I-205
- Includes all (700+) projects in the Regional Transportation Plan for 2027

Value pricing tools

Types of Freeway Pricing

Priced Roadways

Priced Lanes

Types of Freeway Pricing

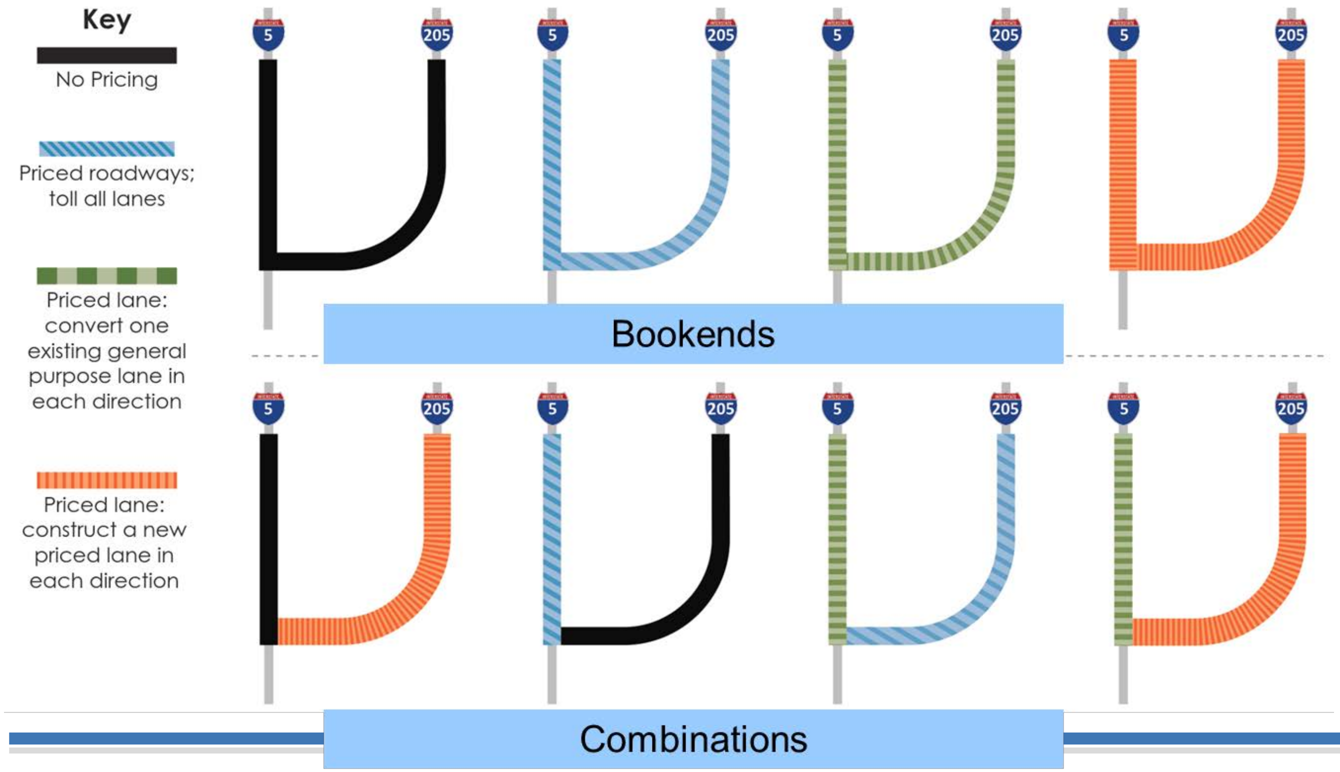
Priced Roadways

Priced Lanes

Evaluation Building Blocks

1. Priced Roadways
2. Priced Lane – convert existing
3. Priced Lane – add a 4th lane

Round 1 Concepts



Key findings from Round 1

Priced Roadway

- Highest level of congestion relief
- Does not preclude freight (as do priced lanes)
- Equity trade-offs
  - No unpriced lane option
  - Can function with lower price, shared benefits
- Significantly less expensive to implement
- Highest revenue potential

Key findings from Round 1

Priced Lane – Convert existing lane

- Not operationally feasible in areas with only 2 lanes (e.g., Rose Quarter)
- Freight not typically allowed in left most lane
- Equity trade off: Maintains a “free” lane, but may not share benefits of pricing
- Single tolled lanes tend to generate limited revenue

Key findings from Round 1

Priced Lane – Construct a 4th lane

- Most expensive & impactful due to construction
- Equity trade off:
  - Maintains unpriced lane
  - Impacts from construction & added traffic.
- The travel benefits would be limited by downstream bottlenecks
- Improved traffic operations are largely due to added roadway capacity

Round 2 Concepts

Round 2 Concept A: Priced Lane Conversion

Northern I-5 priced lanes

- Convert existing northbound HOV to priced lane
- Convert existing southbound GP to priced lane

- Key rationale
  - Relatively simple FHWA process
  - Significant existing congestion
  - Least expensive Round 2 Concept
- Key topics
  - Current HOV performance/ compliance
  - Diversion
  - Federal and NEPA requirements

Round 2 Concept B: Priced Roadway

Toll all lanes on I-5

- Near downtown Portland
  - Multnomah Blvd to Going St
  - Both directions
- Key rationale
  - Few possible solutions without significant investment
  - Provides new revenue source
  - Most severe congestion in Portland metro area
- Key topics
  - Diversion
  - Tradeoffs for equity
  - Federal and NEPA requirements

Round 2 Concept C: Priced Roadway

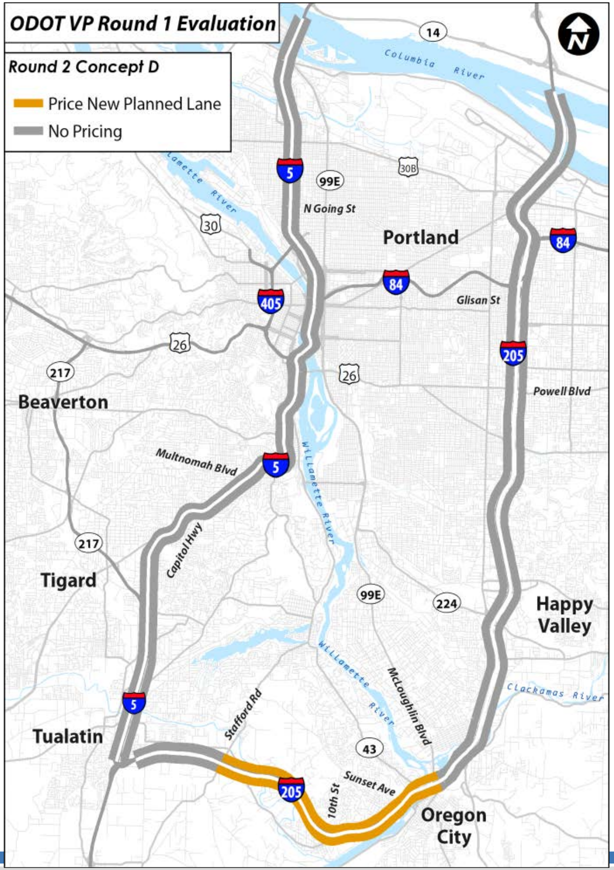
Toll all lanes on I-5 and I-205

- Key rationale
  - Greatest congestion relief
  - Greatest revenue potential
    - Mitigation strategies
  - Relatively inexpensive
  - Opportunity for part-time operations
- Key topics
  - Diversion
  - Impacts on I-84, I-405 and Boone Bridge (Wilsonville, OR)
  - Equity impacts and mitigations
  - Federal and NEPA requirements

Round 2 Concept D: New Priced Lane

New priced lane on I-205

- In southern Portland metro area
  - Stafford Rd to OR 99E
  - Includes Abernethy Bridge
- Key rationale
  - Removes existing 2 lane bottleneck
  - Provides new revenue source
  - Potential to relieve congestion in southern I-205 corridor
- Key topics
  - Diversion
  - Operational effects on I-5
  - Federal and NEPA requirements



Round 2 Concept E: Price Abernethy Bridge

Toll both directions on Abernethy Bridge

- Single toll location at bridge center
- Key rationale
  - Reduces impact on existing 2 lane bottleneck on bridge
  - New revenue source for seismic upgrades
  - Potential to relieve congestion within bridge vicinity
- Key topics
  - Diversion
  - Revenue potential
  - Operational effects on I-205
  - Federal and NEPA requirements

Next Steps

PAC Recommendation Process

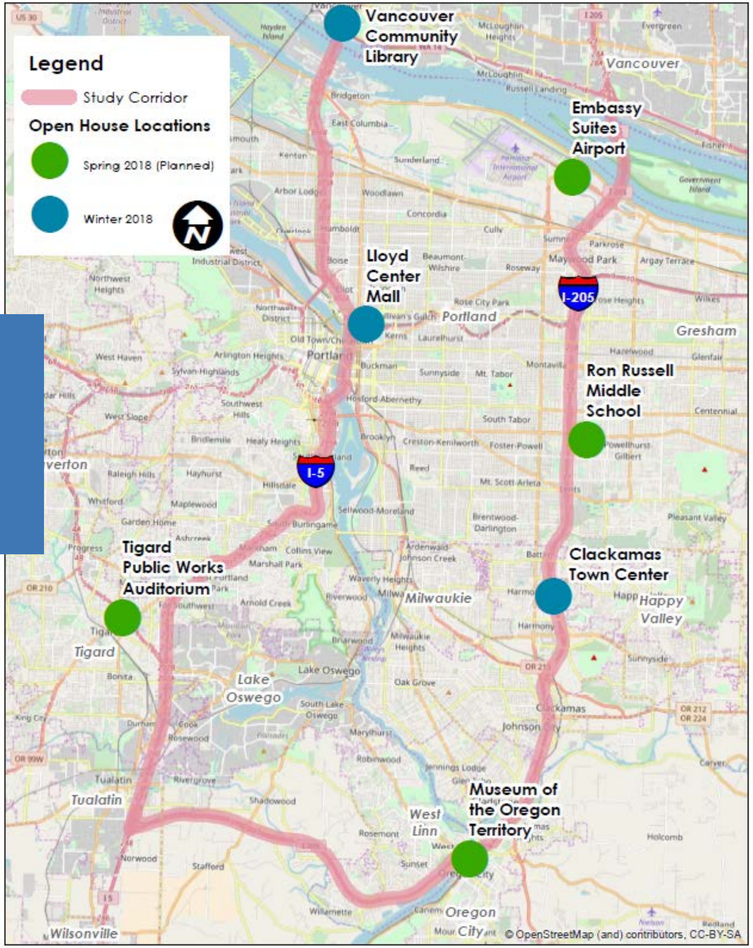
	PAC4 April 11	PAC 5 May 14	PAC 6 June 25
Information/ Discussion	Mitigation approaches / current policies	Round 2 concept analysis findings	Refinement of recommendations
Outcome	Identify mitigation opportunities & approaches	Preferred concept(s)	Final Recommendations - Location - Type - Mitigations

OTC meeting July 12	**Present the PAC recommendation(s) and hear public comment**

Next steps:
Spring engagement

- Equity focused discussion groups
- Four in-person & on-line open houses
- Presentations & briefings
- Website, social media, email/voice mail

Winter & Spring Open Houses



Spring Open Houses

Thursday April 12th **5:30pm to 7:30pm**	**Museum of Oregon Territory** **Oregon City**
Saturday April 14th **10am to 12pm**	**Ron Russell Middle School** **Southeast Portland**
Wednesday April 18th **5:30pm to 7:30pm**	**Public Works Auditorium** **Tigard**
Saturday April 21st **9:30am to 12:30pm**	**Embassy Suites Airport** **Northeast Portland**

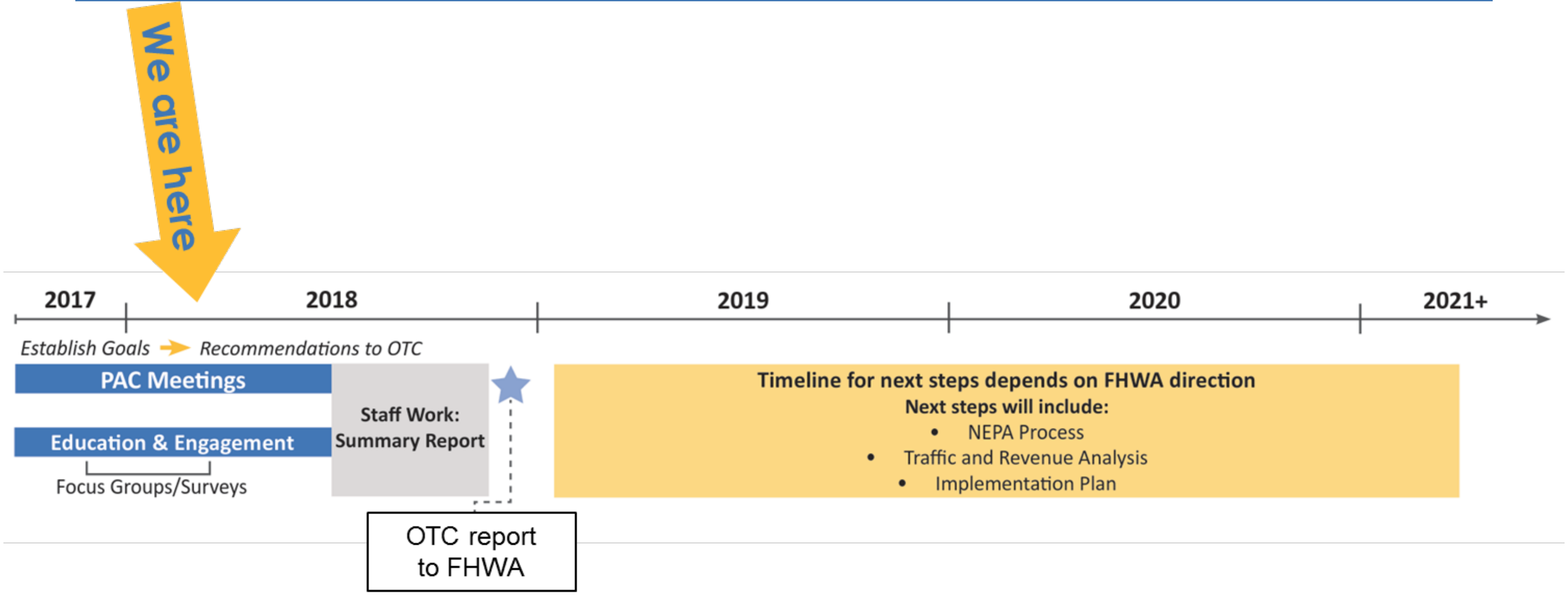
On-line open house planned for April 5 to 19

PAC Recommendation Process

	PAC4 April 11	PAC 5 May 14	PAC 6 June 25
Information/ Discussion	Mitigation approaches / current policies	Round 2 concept analysis findings	Refinement of recommendations
Outcome	Identify mitigation opportunities & approaches	Preferred concept(s)	Final Recommendations - Location - Type - Mitigations

OTC meeting July 12	**Present the PAC recommendation(s) and hear public comment**

Implementation timeline



For more information and to sign up for updates

Project web site

- www.ODOTvaluepricing.org

Contact us

- valuepricingINFO@odot.state.or.us **(project team)**

- valuepricingPAC@odot.state.or.us **(Advisory Committee)**

Recommended Policy Framework

1. Extend Timeline for the Value Pricing Study
2. User Equity
3. Interstate Equity
4. Infrastructure Funding
5. System-Wide Impact Analysis

1. Extend Timeline for Value Pricing Study

The timeline for the Value Pricing Feasibility Analysis is insufficient. Given the significance of this project to the future of the entire region, the timeline for concept evaluation and recommendation should be extended to allow for more analysis and additional public input.

2. User Equity

Value pricing proposals should be designed to avoid or minimize impacts and distribute benefits in an equitable manner. Any revenue generated by congestion pricing should be spent on improvements within the area where it was generated, so that those paying the toll also receive the benefits of reduced peak-hour congestion, increased vehicle/person throughput, increased travel time reliability, expanded multimodal capacity, and/or improved operations on existing roadways.

3. Interstate Equity

The Oregon Transportation Commission (OTC) should not seek approval for or implement any tolling plan that disproportionately impacts residents of Southwest Washington without providing commensurate benefits in reduced peak-hour congestion, increased vehicle/person throughput, increased travel time reliability, expanded multimodal capacity, and/or improved operations on existing roadways.

4. Infrastructure Funding

The five concepts moved forward for additional evaluation include both congestion management strategies and bottleneck relief strategies. If one of the aims of the value pricing discussion is to fund specific infrastructure projects that relieve existing bottlenecks within the region, it should include replacement of the Interstate 5 Bridge. In addition, the OTC should not implement any congestion pricing strategy that negatively impacts a future Interstate 5 bridge replacement project, which we assume will require tolling to implement.

5. System-Wide Impact Analysis

The diversion and impact analysis for all tolling concepts should consider the impacts to the entire regional system, including all impacted local street systems, SR-14 and SR-500 in Vancouver, and I-84, US-26 and OR-217 in Oregon.

Next Steps/Timeline

- Upcoming PAC meetings: April 11, May 14, June 25
- Continue to engage with ODOT staff and promote opportunities for Vancouver residents to provide input
- Update Council as appropriate

Questions and Discussion

Judith Gray, Project Manager
Portland Metro Area Value Pricing Feasibility Analysis
http://www.oregon.gov/ODOT/Pages/VP-join-conversation.aspx

Rebecca Kennedy, (360) 487-7896
Rebecca.Kennedy@cityofvancouver.us

MEMORANDUM

DATE: March 21, 2018

TO: Eric Holmes, City Manager

CC: Chad Eiken, Director CED
Teresa Brum, Manager, Economic Development

FROM: Peggy Sheehan, Community and Economic Development Programs Manager

RE: **2018 Program Year CDBG/HOME Funding Recommendations**

Objective: Provide Council with CDBG and HOME funding recommendations for the 2018 program year.

Background:
Every year, HUD requires an Action Plan that outlines how the City intends to allocate its annual CDBG and HOME entitlements subject to the goals and objectives outlined in the 2014-2018 Consolidated Plan.

For the program year starting July 1, 2018 and ending June 30, 2019, the City is operating under the assumption of stable funding from CDBG and HOME entitlements allocated during the 2017 program year. (Funding subject to Federal Budget passage)

CDBG available funds (estimated)
2018 entitlement: $1,160,000
Prior year resources: $ 201,000
Anticipated program income: $ 50,000
Total: $ 1,411,000

HOME available funds (estimated)
2018 entitlement: $ 503,670
Prior year resources: $ 190,453
2016 and 2017 CHDO Reserve $ 156,244
Total: $ 850,367

In November of each year, the City seeks applications from non-profit agencies in the community for CDBG and HOME funds. The City also sets aside a portion of the funds for City priority projects and homeowner rehab.

Community Non-Profit Applications:

Based on community needs project applications are requested from the community using the following criteria within specific categories:

- Public Services and Homeless Services: Programs to assist low/moderate-income households and people who are homeless or at risk of homelessness. Must be either a new service or a quantifiable increase in the level of an existing service above that which has been provided in the previous twelve months. (CDBG funds)
- Non-Profit Facility/Capital Improvement Projects: Acquisition, construction, reconstruction, rehabilitation or improvements that will make a lasting change to the community are eligible. The facility must benefit at least 51% low/moderate-income persons. (CDBG funds)
- Economic Development: Targeted to agencies that provide technical assistance and services to small businesses and microenterprises. (CDBG funds)
- Housing Projects: Projects include acquisition, construction and/or rehabilitation of affordable housing for rent or homeownership or direct rental assistance to low-income people. (HOME /CDBG funds)
- Housing Services: To agencies that provide specific HUD defined housing services to low-income households who are eligible for HOME funded units. (CDBG funds)

Twenty community applications were received with requests totaling approximately $2.5 million.

Review and Prioritization of Non-Profit Applications: The application submission and review process was completed online through ZoomGrants. An independent group of community members and City staff reviewed and prioritized the projects for Council. A list of review committee members is attached.

The review process included applicant presentations and objective and subjective scoring. Each application was reviewed by a minimum of five different committee members. Scoring was based on 100 points and considered factors such as cost, matching funds, and community collaboration. The scoring is used as one component of the prioritization that is presented to council. The scoring is not intended to be the sole determining factor for funding. The review committee's funding recommendations are attached.

Available Funding:

Estimated CDBG funding sources and uses include:

Sources:

$1,160,000	2018 Entitlement Anticipated
$ 50,000	Anticipated Program Income from Loan Payments
$ 201,000	2017 Unused Funds and Loan Payments
$ 1,411,000	**TOTAL**

Uses:

$ 209,000	Public Services / Homeless Services
$ 167,000	Housing Services (for use with HOME units)
$ 375,000	Non-Profit Facilities/Capital Improvements
$ 113,000	Economic Development
$ 232,000	Administrative Allowance (limited by regulation)
$ 259,000	Housing Rehabilitation Loan Program
$ 56,000	Housing Projects
$ **1,411,000**	**TOTAL**

Estimated HOME funding sources and uses include:

Sources:

$ 503,670	2018 Entitlement Anticipated
$ 156,244	CHDO Reserves
$ 190,453	Prior Year Resources
$ 850,367	**TOTAL**

Uses:

$ 485,000	Tenant-Based Rental Assistance
$ 315,000	Housing Projects
$ 50,367	Administrative Allowance
$ 850,367	**TOTAL**

Next Steps:

April 9th – Workshop on Action Plan and project prioritization
April 23th – First reading
May7th – Public hearing
May 15th – Deadline to submit final 2018 Action Plan to HUD (Dependent HUD entitlements)

2018 Review Committee Members:

NAME	AFFILIATION
Denny Scott	Interfaith Task Force on Affordable Housing
Franklin Johnson	Bennington Neighborhood
Jason Nortz	City of Vancouver - Development Review Manager
Jennifer Rhoads	Community Foundation for SW Washington
Jilayne Jordan	City of Vancouver - Communication
Joan Caley	Vancouver Housing Authority/Community Member
Judi Bailey	City of Vancouver - Community Relations
Kyle Roslund	Maul Foster
Larry Smith	Retired Vancouver City Councilmember
Magan Reed	Port of Vancouver
Mike True	Fort Vancouver National Trust
Ryan Lopossa	City of Vancouver - Public Works
Sean Philbrook	Identity Clark County
Shane Kwiatkowski	Esther Short Neighborhood
Sharif Burdzik	Riverview Bank
Steve Neal	City of Vancouver - Police
Denny Scott	Interfaith Task Force on Affordable Housing

2018 Review Committee Funding Recommendations:

Agency	Project	CDBG Requested	HOME Requested	Total Project Cost	CDBG Award	HOME Award
PUBLIC SERVICES						
Community Housing Resource Center	Building Financial Stability	$25,000		$246,000	$25,000	
Council for the Homeless	Housing Solutions Center	$50,000		$501,600	$50,000	
Janus Youth Programs	Oak Bridge Case Management	$50,000		$985,035	$50,000	
Share	Hunger Response	$50,000		$514,069	$34,000	
Share	Outreach	$50,000		$670,080	$50,000	
				SUBTOTAL	**$209,000**	
OTHER PROJECTS						
Educational Opportunities for Children and Families	Building New Classrooms in Vancouver	$50,000		$79,132	$50,000	
Evergreen Habitat for Humanity	Evergreen Habitat Land Acquisition	$200,000		$710,000	$50,000	
Greater Vancouver Chamber of Commerce	Small Business Assistance Program - Idea to Launch	$55,000		$84,360	$55,000	
Hispanic Metropolitan Chamber of Commerce	Small Business Assistance Program	$55,000		$106,023	$55,000	
Janus Youth Programs	The Nest - Housing Services and Rental Assistance	$50,000	$100,000	$636,741	$45,000	$65,000
Lifeline Connections	Recovery Housing Services and Rental Assistance	$5,000	$20,000	$343,273	$5,000	$20,000
Proud Ground	Permanently Affordable Homeownership		$249,000	$880,500		$83,000
REACH CDC	Isabella Court Phase II		$156,000	$13,914,871		$232,000
Second Step Housing	Housing Services and Rental Assistance	$50,000	$145,000	$305,000	$50,000	$145,000
Share	ASPIRE - Housing Services and Rental Assistance	$50,000	$250,000	$2,138,380	$45,000	$200,000
The Salvation Army	Growing Together	$250,000		$5,606,504	$150,000	
The Salvation Army	Moving Forward Together - Housing Services and Rental Assistance	$17,000	$68,000	$657,220	$15,000	$55,000
VHA	SafeChoice and Valley Homestead Shelter Improvements	$160,000		$600,404	$160,000	
				SUBTOTAL	**$680,000**	**$800,000**
CITY SET-ASIDES						
City of Vancouver	Administration and Implementation				$272,000	$50,367
	Housing Rehab Program				$250,000	
				SUBTOTAL	**$522,000**	**$50,367**
TOTAL FUNDING AWARDS					**$1,411,000**	**$850,367**

NO FUNDING						
Evergreen Habitat for Humanity	Evergreen Habitat Critical Home Repair	$120,000		$198,000		
VHA	Orchard Glen Shelter Improvements	$150,000		$344,000		

CDBG & HOME Program

2018 Action Plan / Funding Recommendation

April 2, 2018

Vancouver City Council Workshop

Peggy Sheehan, Community Development Programs Manager

Bryan Monroe, Associate Planner

City of Vancouver Washington

Presentation Overview

- Action Plan background and process
- Consolidated Plan
- Citizen Participation
- 2018 Funding Recommendations
- Citizen Participation Plan
- Timeline

Action Plan Background

- Provides information on funding availability and proposed projects for each program year
- Prioritizes project applications based on community needs
- Must follow HUD statutory requirements and incorporate HUD Goals:
  - Provide Decent Housing
  - Create Suitable Living Environments
  - Create Economic Opportunities
- Must follow Vancouver Consolidated Plan Goals

City of Vancouver Washington

Action Plan Background

Fall	Pre-Application Meeting Electronic Applications Available
Winter	Final Applications Due Applicant Presentations Committee Review and Prioritization
Spring	Council Workshop Recommendations City Council Public Hearing Action Plan Adoption Hearing Final Action Plan submitted to HUD

CITY OF Vancouver WASHINGTON

Prioritization Criteria - Consolidated Plan

Consistent with 2014-18 Consolidated Plan goals

- Increase and preserve affordable housing
- Provide supportive services for people who are homeless or at risk of homelessness
- Increase economic opportunity
- Revitalize targeted neighborhoods

This Action Plan is the last year of the 2014 Consolidated Plan. This summer staff will be analyzing data to create the goals and objectives for the next Consolidated Plan 5-year cycle that begins July 1, 2019.

CITY OF Vancouver WASHINGTON

Prioritization Criteria

- Community support
- Clear project scope and budget
- Demonstrated agency capacity
- High impact for low- and moderate-income persons
- Leverages other funding sources
- Coordinates with other public or private efforts

Review Committee Members

- Denny Scott – Interfaith Task Force on Affordable Housing
- Franklin Johnson – Bennington Neighborhood Assn.
- Jennifer Rhoads – Community Foundation for SW Washington
- Jilayne Jordan – City of Vancouver (Communications)
- Joan Caley – Vancouver Housing Authority/Community Member
- Judi Bailey – City of Vancouver (Neighborhoods)
- Kyle Rosland – Maul Foster

Review Committee Members

- Larry Smith – Community Member/Former Councilmember
- Magan Reed – Port of Vancouver
- Mike True – Fort Vancouver National Trust
- Ryan Lopossa – City of Vancouver (Public Works)
- Sean Philbrook – Identity Clark County
- Shane Kwiatkowski – Esther Short Neighborhood
- Sharif Burdzik – Riverview Bank
- Steve Neal – City of Vancouver (Police)

2018 Estimated CDBG Funding

Sources:

$ 50,000	Anticipated Program Income
$ 201,000	2017 Unused Funds and Loan Payments
$1,160,000	2018 Entitlement Anticipated
$1,411,000	TOTAL

2018 Estimated HOME Funding

Sources:

$	190,453	Prior year resources
$	156,244	CHDO Reserve
$	503,670	2018 Entitlement Anticipated
$	850,367	TOTAL

CITY OF Vancouver WASHINGTON

Community Applications

Public Services and Homeless Services – 5 applications

- Assist low- and moderate-income households and people who are homeless or at risk of homelessness
- New service or increase in level of an existing service

CITY OF Vancouver WASHINGTON

Community Applications

Non-Profit Facility/Capital Improvement Projects – 3 applications

- Acquisition, construction, rehabilitation or improvements that will benefit the Vancouver community
- Joint applications with Clark County CDBG program

CITY OF Vancouver WASHINGTON

Community Applications

Economic Development Projects – 2 applications

- Target to agencies that provide technical assistance and services to small businesses/microenterprises

Community Applications

Housing Projects and Tenant-Based Rental Assistance – 8 applications

- Acquire, construct and/or rehabilitate affordable housing for rent or ownership or provide direct rental assistance to low-income people

Community Applications

Housing Services – 5 applications

- Tenant selection, case management and services to promote self-sufficiency
- Must be awarded in conjunction with HOME Rental assistance funding

2018 CDBG

Uses:

$ 209,000	Public Services / Homeless Services
$ 167,000	Housing Services (for use with HOME units)
$ 375,000	Non-Profit Facilities/Capital Improvements
$ 113,000	Economic Development
$ 259,000	Housing Rehabilitation Loan Program
$ 56,000	Housing Projects
$ 232,000	Administrative Allowance (limited by regulation)
$ 1,141,000	TOTAL

2018 HOME

Uses:

$ 485,000	Tenant-Based Rental Assistance
$ 315,000	Housing Projects
$ 50,367	Administrative Allowance
$ 850,367	TOTAL

2018 Prioritized Applications – Public Services

Agency	Project	CDBG Requested	CDBG Award
Community Housing Resource Center	Building Financial Stability to Secure Housing/Homeownership	$ 25,000	$ 25,000
Council for the Homeless	Housing Solutions Center	$ 50,000	$ 50,000
Janus Youth	Case Management - The Oaks	$ 50,000	$ 50,000
Share	Hunger Response	$ 50,000	$ 34,000
Share	Outreach	$ 50,000	$ 50,000

City of Vancouver Washington

2018 Prioritized Applications – Other Community Projects

Agency	Project	CDBG Requested	HOME Requested	CDBG Award	HOME Award
Educational Opportunities for Children and Families	Building New Classrooms in Vancouver	$ 50,000	-	$ 50,000	-
Evergreen Habitat for Humanity	Evergreen Habitat Land Acquisition	$ 200,000	-	$ 50,000	-
Greater Vancouver Chamber of Commerce	Small Business Assistance Program	$ 55,000	-	$ 55,000	-
Hispanic Metropolitan Chamber of Commerce	Small Business Assistance Program	$ 55,000	-	$ 55,000	-
Janus Youth	The Nest Rental Assistance & Housing Services	$ 50,000	$100,000	$ 45,000	$65,000
Lifeline Connections	Recovery Housing Services & Rental Assistance	$ 5,000	$20,000	$ 5,000	$20,000

2018 Prioritized Applications – Other Community Projects

Agency	Project	CDBG Requested	HOME Requested	CDBG Award	HOME Award
Second Step Housing	Housing Services and Rental Assistance	$ 50,000	$ 145,000	$ 50,000	$ 145,000
Share	ASPIRE Housing Services and Rental Assistance	$ 50,000	$ 250,000	$ 45,000	$ 200,000
The Salvation Army	Housing Services and Rental Assistance	$ 17,000	$ 68,000	$ 15,000	$ 55,000
Vancouver Housing Authority	Shelter Improvement Projects	$ 160,000	-	$ 160,000	-
The Salvation Army	Growing Together	$250,000	-	$ 150,000	-
Proud Ground	Permanently Affordable Homeownership	-	$249,000	-	$83,000

2018 Prioritized Applications – Other Community Projects

Agency	Project	CDBG Requested	HOME Requested	CDBG Award	HOME Award
REACH CDC	Isabella Court II	-	$156,000	-	$232,000
City of Vancouver	Housing Repair and Rehabilitation	-		-	$250,000

Unable to fund

Agency	Project	CDBG Requested	HOME Requested	CDBG Award	HOME Award
Evergreen Habitat for Humanity	Evergreen Habitat Critical Home Repair	$120,000	-	-	-
VHA	Orchard Glen Shelter Improvements	$150,000	-	-	-

Relation to Affordable Housing Fund

- Some community projects eligible for both Affordable Housing Fund and CDBG/HOME dollars
- Combining application processes under consideration

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2018 City CDBG Set-Aside

- If available, additional funding from HUD entitlements may be used for City public infrastructure

Citizen Participation Plan

- Addresses participation, access to meetings, access to information, access to records, publishing the plan, public hearings, notice of hearings, public comments, technical assistance, complaints, and amendments
- Recent changes to Federal regulations require an update of the plan to include Assessment of Fair Housing information
- Simultaneously staff will add online social media to the list of places the City will post information regarding CDBG and HOME programs

Timeline

- April 2nd – Council Workshop
- April 23rd – First Reading
- May 7th – Public Hearing
- May 15th – Deadline to submit final 2018 Action Plan to HUD

Questions and Discussion

Peggy Sheehan, Community Development Programs Manager
peggy.sheehan@cityofvancouver.us
(360) 487-7952
www.cityofvancouver.us/cdbg

CITY OF Vancouver WASHINGTON

#1

STAFF REPORT NO. 037-18

TO: Mayor and City Council **DATE:** 4/2/2018
FROM: Eric Holmes, City Manager

Subject: Approve an increase in the authorized amount of the Contract with PPC Solutions Inc for Security Services.

Key Points:

- The City has a need for security services at City Hall, City Parks and at various City facilities and events.
- RFP 6-17 was released in May 2017 for Security Services and a five-year contract was awarded to PPC Solutions Inc.
- An increase in the authorized contract amount is being requested to meet ongoing City needs for these services.

Objective: Approve an increase in the authorized amount of the Contract with PPC Solutions Inc to provide security services for City facilities and events.

Present Situation: In May 2017 RFP 6-17 was released seeking a supplier of security services for various City departments, facilities and events. The required services included providing after hour patrols for City parks, the Water Resources Education Center, and the Operations Center, provide personnel for the security desk at City Hall, assistance to the Fire Department with fireworks enforcement and other miscellaneous services on an as needed basis. The RFP also allowed for services and locations to be added on an as-needed basis.

Proposals were received from 2 firms. An independent evaluation determined that PPC Solutions Inc. submitted the highest scoring proposal. A contract was negotiated with this firm, subsequently signed and became effective in August, 2017. The Contract is valid for a period of five (5) years.

Although the initial value of this Contract was set at $300,000, the contract was expected to exceed $300,000 when it was executed. Based on historical data, conservatively, the estimated contract value over five years was $750,000 (est. at $150,000 per year for five years); however, with new facilities and the addition of other sites (such as the Tower Mall and Grand Boulevard), the initial year under the contract provided better information upon which to forecast future costs. The annual cost for security services has been increasing from year to year. This will give the City a better estimate to ensure this contract amendment only needs to be taken to Council once.

Procurement Services started to manage certain citywide contracts in 2017. These are contracts used by multiple City departments. For this contract, departments have encumbered all $300,000 in the first year. Given experience to date, a total spending of approximately $800,000 (conservative estimate) to $1.2 million (high estimate) is expected over the life of this contract.

This request for Council approval for an increase of $900,000 in the authorized amount of the Contract will meet ongoing needs of City departments.

Advantage(s):

1. This contract provides required services to various City departments.
2. The requested increase will allow for an uninterrupted continuation of these services.
3. Continuation of services is in the City's best interests.
4. The Contractor is familiar with the needs of these departments and is providing them in a satisfactory manner.

Disadvantage(s): None

Budget Impact: Funds for these services have already been allocated in departmental budgets.

Prior Council Review: None

Action Requested: Approve an increase of $900,000 to the authorized amount of the contract with PPC Solutions Inc. and authorize the City Manager, or his designee, to sign Contract Amendment(s), as needed, to increase the contract value up to $1,200,000.

Attachment(s):

- Contract Amendment
- PPC Solutions Inc Contract

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

AMENDMENT No. 2

PROFESSIONAL SERVICES AGREEMENT

SECURITY SERVICES

This is an Amendment to **PROFESSIONAL SERVICES** Agreement No. 88206 dated August 10, 2017, by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and PPC Solutions Inc hereinafter referred to as "Contractor", whose address is 9013 NE Highway 99, Ste C Vancouver WA 98665.

This amendment modifies Section 1 Statement of Work of the Agreement:

1. Increase the authorized amount of the Agreement by $900,000 to a revised authorized amount of $1,200,000.00

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

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

DATED this ________ day of ______________, 2018

CITY OF VANCOUVER, A municipal corporation	**CONTRACTOR:** PPC Solutions Inc
______________________________ Eric Holmes, City Manager	______________________________ Signature:
Attest:	______________________________ By: Printed Name / Title
______________________________ Natasha Ramras, City Clerk By: Carrie Lewellen, Deputy City Clerk	
Approved as to form:	
______________________________ E. Bronson Potter, City Attorney	

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. 882016
SECURITY SERVICES

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and PPC Solutions Inc hereinafter referred to as "Contractor", whose address is 9013 NE Highway 99, Ste C Vancouver WA 98665.

WHEREAS, the City desires to engage the Contractor to provide armed and unarmed security services for various City facilities and departments and other related services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Proposal (RFP) No. 6-17, Contractor's proposal to said RFP; and

WHEREAS, the Contractor has represented by entering into this Agreement that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, and to the standards required by City.

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 Work.

Contractor agrees to provide armed and unarmed security services for various City facilities and departments per RFP No. 6-17 and Contractor's response to said RFP on file in City of Vancouver Procurement Services by reference hereto made a part of this Agreement.

This is a "needs-based" contract and will be used by a variety of City departments for various locations throughout the City. The City is not obligated to authorize any minimum or maximum work under this contract. The City may use this contract, may perform this work in-house, or may instead select other contractors through other mechanisms as suited to the City's need.

GENERAL REQUIREMENTS:

1. Security Officers will call in and out at the start and end of their shifts. Security Officers will keep a log of events while on shift via electronic or other approved call-in and patrol procedures. The log will contain the following information as a minimum
    - Start and End of Shift checklists
    - Tour routes completed with 100% checkpoint scans

- Maintaining post checkpoint scans no less than every fifteen minutes documented your position and the state of the area (unless on an exterior/interior/parking garage patrol tour
- NOTE: Short breaks and Lunches MUST be documented using electronic or other approved call-in and patrol procedures.

2. Security Officers shall not have unauthorized visitors, alcohol, weapons, or any other equipment/material not authorized by the City or company on site. Failure to comply with all these instructions is punishable under the Contractor employee guidelines.
3. Security Officers shall not utilize City phones/computers for personal use. The City phone is for official business/emergencies only, and any call made by the officers shall be recorded on the shift log. If given access to a City computer, it shall be used solely for the accomplishment of duties as required by site-specific post orders. Officers shall not use City's computer to access personal information or access the Internet other than for Contractor business. Failure to follow these orders shall result in suspension, pending investigation.
4. Security Officers shall maintain their assigned work area in a clean, orderly condition. Any deficiencies in cleanliness or any broken equipment shall be annotated in the shift log.
5. Security Officers shall conduct an inventory of on-site equipment (City owned and company owned) to ensure accountability and condition. Deficiencies shall be annotated in the shift log.
6. Security Officers are representatives of Contractor. As such, changes in site-specific post orders as dictated from the City must be reported to a supervisor immediately.
7. Security Officers shall follow all safety rules while working at the site.
8. When dealing with people at the site, please keep the following in mind:
   - Customer Service
   - Rules of the site
   - Safety of the City and City's Employees
   - Public Health and Safety
9. Security Officers are to deter, detect, and detain with the necessary force needed without putting yourself at unnecessary risk. All actions and any incidents shall be completely and accurately recorded in an incident report. A copy shall also be provided to any responding law enforcement agency. Any witnesses should have witness statements completed and attached to the incident report and copies made and provided to all persons mentioned above.
10. All problems and incidents should be reported to Contractor's Supervisor or other points of contact on the emergency phone list located on the last page of these instructions. In cases of emergency, follow established emergency procedures and notify personnel listed on the emergency contact list.

11. Security Officers are responsible for maintaining accurate reports and logs. Officers shall log entries regarding phone calls, rounds made, personnel entering site, emergencies, and problems or general observations while conducting rounds—this list is not all inclusive.
12. Officers shall not be released to work independently without first demonstrating the ability to accomplish various tasks necessary to perform the job properly and independently.
13. Inspections can and shall be conducted by Contractor's Supervisors. All Contractor's representatives must present the appropriate identification to verify identity. Identification includes a Contractor uniform and/or a Contractor business card with the name and position listed on the card, and photo identification.
14. Security Officers must read, understand, and follow instructions in all sections of post orders in detail.
15. Armed Security Officers shall be able to lawfully possess a firearm in Washington State. Contractor shall supply proof of firearms training/qualifications, permits, and certifications.
16. Security Officers shall have training in Blood-borne pathogens/infectious disease/sharps handling and awareness, as well as any other Labor and Industries mandated training and provide proof of successful completion to the City upon request.
17. Security Officers shall appear in appropriate security attire or uniform and present a clean neat appearance and demeanor.
18. **UNARMED** Security Officers must have at least one (1) year and **ARMED** Security Officers must have at least three (3) years of relevant, verifiable experience in security screening and related equipment operations.
19. Security Officers shall wear an identification tag or bar pin displaying his/her name, at all times. This tag or bar pin shall be provided and paid for by the vendor.
20. Security Officers shall understand that they are representing the City of Vancouver while at their post and, as such, conduct themselves in a courteous and professional manner while performing their duties. The City retains the right to remove any Officer who does not meet the proper standards for customer service and performance.
21. Security Officers shall maintain confidentiality regarding information that may be overheard during the course of handling official duties.
22. Security Officers shall follow the operating procedures set forth by the City.
23. Security Officers shall pass a drug test within 15 days of commencement of work at the City, with proof supplied to the City if requested.
24. Security Officers shall be physically fit and able to respond and move quickly if necessary.
25. Security Officers shall be able to lift 50 lbs on a regular basis without physical impairment.
26. Security Officers shall have adequate reading and writing skills.
27. Security Officers shall have the ability to positively interact with the public.

28. Security Officers shall have the ability to communicate effectively, verbally and in writing.
29. Security Officers shall have the ability to use Microsoft Outlook, calendar and email, if required.
30. Security Officers shall be available to testify in any judicial tribunal, in the event this is requested by the City.

EQUIPMENT

Contractor shall supply all required equipment including hand-held radios for communications and vehicles, except as specified by the City.

LOCATIONS/DUTIES:

Unarmed Security Officer Services:

1. Water Resources Education Center & Engineering Building, 4600 SE Columbia Way –
    - Perform daily security functions, such as routine drive through or walk through of the Water Center & Engineering parking lot and surrounding grounds on a month-to-month basis. Two nightly checks shall be performed between the hours of 9 p.m. and 2 a.m. seven days a week with the first check done between 9 p.m. and 10 p.m. If the gates, at the Water Resources Education Center are open when the drive through is performed and there are no vehicles in the lot, except city vehicles, security services personnel shall lock the gates. If vehicles are still in the lot the gates shall remain unlocked and open.

    - Conduct preventative sweeps of the wetlands upon special request in advance of specifically scheduled student trips in the area. The City will provide the successful proposer advanced notice (normally 2 to 3 hours).

2. Gates - Before locking the gates, the security services personnel shall circulate through the park announcing the park closure, and ensure that those in the park have adequate notice and time to leave. If cars are left unattended in the park and the driver cannot be located, the security services personnel shall place a notice on the windshield directing them to call the security services office, so a unit can be dispatched to let them out of the park.

    - Columbia Springs, located on Evergreen Highway, just east of the I-205 overpass
        - Daily open the gate at 7:00 a.m. and close the gate at dusk.

    - Marine Park, located east of Columbia Business Center off of Columbia Way –

- From the Saturday before Memorial Day through the Monday of Labor Day, unlock the gates at 5:00 a.m. and lock the gates at 10:30 p.m. From the Tuesday after Labor Day through the Friday before Memorial Day, unlock the gates at 5:00 a.m. and lock the gates at 9:00 p.m.

- David Douglas Park, located at Garrison Road and Mill Plain Blvd –
  - North Gate – March 15th through October 29th, unlock the gate at 5:00 a.m. and lock the gate at 11:15 p.m. October 30th through November 12th, unlock the gate at 5:00 a.m. and lock the gate at 7:00 p.m. November 13th through March 14th, the gate is to be kept locked at all times.

  - South Gate – March 15th through October 29th, unlock the gate at 5:00 a.m. and lock the gate at 11:15 p.m. October 30th through March 14th, unlock the age at 5:00 a.m. and lock the gate at 7:00 p.m.

- Wintler Park, located on Beach Drive off of Highway 14 –
  - Unlock the gates daily at 5:00 a.m. and lock the gates at dusk.

- Old City Cemetery, located at 2700 E. Mill Plain Blvd –
  - On the following holidays, Mother's Day, Father's Day, July 4th, Veteran's Day, and Christmas, unlock the gates at 6:00 a.m. and lock the gates at dusk.

- Haagen Park, located at 135th and Leroy Haagen Drive –
  - Unlock the gates daily at 5:00 a.m. and lock the gates at dusk.

3. Restrooms - Before locking the restrooms, the security services personnel shall circulate around and/or through the facility announcing the restroom closure, and ensuring that those in the facility have adequate notice and time to leave. If budget allows more restrooms may be added.

   - Esther Short Park, located in downtown Vancouver, between 6th and 8th –
     - Daily, unlock the restrooms at 5:00 a.m. and lock at 10:00 p.m. There are four, individual doors on the restroom.

   - Bagley Park, located off Plomondon, between the Parking lot and softball fields –
     - Daily, unlock the restrooms at 5:00 a.m. and lock at dusk. There are two, individual doors on the restroom. This restroom may be closed from October 31st through March 1st.

4. City Hall – 415 W. 6th Street
   Provide an unarmed Security Officer at City Hall at the Customer Information Desk from 8 a.m. - 5:15 p.m. and for after-hours meetings to include, but not limited to,

City Council, Planning Commission and Hearings Examiner Meetings. Greet and monitor visitors attending meetings, provide direction to the meeting room(s), restrooms or any other rooms in use. Following meetings, Security Officer shall ensure meeting attendees have left the building, that the main entrances are locked and that the floor(s) have been secured prior to leaving the building. Provide personal security for staff, escorting them to the parking lot after the meeting, if requested. Report any unsafe conditions or suggested improvement to the security process. The minimum time allotted for these meetings should be no less than 2 hours.

Contractor shall provide a substitute officer during scheduled vacations, training or sick leave.

5. <u>Tower Plaza - 5411 E. Mill Plain Blvd.</u>
Officers shall provide services from 8:00 am to 6:00 pm Monday through Friday. Officers shall concentrate their presence throughout the interior of the building, detouring all signs of loitering. Officers shall promptly respond to requests from client management. Officers shall conduct security patrols every 45-60 minutes patrolling the hallways, Stairwells, parking areas, smoking areas and restrooms to provide a presence, furnish information, provide assistance, and defuse/deal with any volatile situations. When not on a patrol tour or break, officers shall scan the maintaining post checkpoint no less than every 20 minutes. Officers shall respond to Tenant call's that may come through the site phone. Officers shall conduct exterior/interior tours via track tik, Token are placed around the exterior of the building. Interior of the building can be manually scanned. Officers shall patrol the parking area checking for vandalism to the building and vehicles throughout the shift. Officers are to discourage loitering onsite and to issue trespass notices if subject refused to leave and if they are a reoccurring issue. Officers shall not be in the security office unless on a documented break or lunch. Officers absolutely shall not fraternize with employees, patrons or any other individuals on the property which includes casual conversations with anyone exceeding 4-5 minutes.

Armed Security Officer Services:

<u>Fireworks Enforcement</u> -
Provide uniformed armed security to Vancouver Fire Department personnel during enforcement activities. A uniformed armed / security person shall assist Fire personnel with navigation / radio communication (note taking) to respond to complaints during the Fourth of July firework season. The COV may require armed security staffing from June 28th to July 5th - on an annual basis (approximately 15 to 20 persons daily from 12:00 noon to midnight). Contractor shall provide armed security personnel during the fireworks season (up to a maximum of 20 officers) as deemed necessary by the Fire Marshal. Enforcement plan subject to annual change

and/or modification by the Fire Marshal. COV Fire Department vehicles shall be used for Fireworks Enforcement activities.

Miscellaneous Locations/Sites:

Perform miscellaneous round the clock, multi-hour or multi-day security functions at fixed posts on a temporary basis, such as but not limited to eagle watch security in the wetlands area during and around the 4th of July, at various construction project sites or for special events.

- Provide other miscellaneous security services such as, but not limited to personal security (escort) for City employees, temporary staff and volunteers when there is no specific threat or emergency. A uniformed staff member in a marked vehicle shall arrive to escort the person to their vehicle, within 15 to 30 minutes of the request.

- As required by the specific request, these services may require that personnel supplied be either unarmed or armed.

COST OF SERVICES:

CITY HALL	RATE	UNIT	QUANITITY	PERIOD	PERIOD COST	NO. OF PERIODS	TOTAL COST
Armed Officer	$25.00	Hour	46.5	Week	$ 1,162.50	52	$ 60,450.00
						GRAND TOTAL	$ 60,450.00

ARMED MOBILE PATROL	RATE	UNIT	QUANITITY	PERIOD	PERIOD COST	NO. OF PERIODS	TOTAL COST
Water Resources Center	$ 8.25	Visit	14	Week	$ 115.50	52	$ 6,006.00
Columbia Springs	$ 8.25	Visit	14	Week	$ 115.50	52	$ 6,006.00
Marine Park	$ 8.25	Visit	14	Week	$ 115.50	52	$ 6,006.00
David Douglas Park	$ 8.25	Visit	488	Year	$ 4,026.00	1	$ 4,026.00
Wintler Park	$ 8.25	Visit	14	Week	$ 115.50	52	$ 6,006.00
Old City Cemetery	$ 12.50	Visit	10	Year	$ 125.00	1	$ 125.00
Haagen Park	$ 8.25	Visit	14	Week	$ 115.50	52	$ 6,006.00
Esther Short Park	$ 8.25	Visit	14	Week	$ 115.50	52	$ 6,006.00
Bagley Park	$ 8.25	Visit	14	Week	$ 115.50	52	$ 6,006.00
						GRAND TOTAL	$ 46,193.00

FIREWORKS ENFORCEMENT	RATE	UNIT	QUANITITY	PERIOD	PERIOD COST	NO. OF PERIODS	TOTAL COST
Armed Officer	$25.00	Hour	12	DAY	$ 300.00	1	$ 300.00
						GRAND TOTAL	$ 300.00

MISC. LOCATIONS/SITES	RATE	UNIT
Armed Officer	$25.00	Hour
Armed Officer Escort	$25.00	Hour

*based on a one hour minimum

CITY HALL	RATE	UNIT	QUANITITY	PERIOD	PERIOD COST	NO. OF PERIODS	TOTAL COST
Unarmed Officer	$22.00	Hour	46.5	Week	$ 1,023.00	52	$ 53,196.00
						GRAND TOTAL	$ 53,196.00

ARMED MOBILE PATROL	RATE	UNIT	QUANITITY	PERIOD	PERIOD COST	NO. OF PERIODS	TOTAL COST
Water Resources Center	$ 8.25	Visit	14	Week	$ 115.50	52	$ 6,006.00
Columbia Springs	$ 8.25	Visit	14	Week	$ 115.50	52	$ 6,006.00
Marine Park	$ 8.25	Visit	14	Week	$ 115.50	52	$ 6,006.00
David Douglas Park	$ 8.25	Visit	488	Year	$ 4,026.00	1	$ 4,026.00
Wintler Park	$ 8.25	Visit	14	Week	$ 115.50	52	$ 6,006.00
Old City Cemetery	$ 12.50	Visit	10	Year	$ 125.00	1	$ 125.00
Haagen Park	$ 8.25	Visit	14	Week	$ 115.50	52	$ 6,006.00
Esther Short Park	$ 8.25	Visit	14	Week	$ 115.50	52	$ 6,006.00
Bagley Park	$ 8.25	Visit	14	Week	$ 115.50	52	$ 6,006.00
						GRAND TOTAL	$ 46,193.00

FIREWORKS ENFORCEMENT	RATE	UNIT	QUANITITY	PERIOD	PERIOD COST	NO. OF PERIODS	TOTAL COST
Unarmed Officer	$22.00	Hour	12	DAY	$ 264.00	1	$ 264.00
						GRAND TOTAL	$ 264.00

MISC. LOCATIONS/SITES	RATE	UNIT
Unarmed Officer	$22.00	Hour
Unarmed Officer Escort	$22.00	Hour

*based on a one hour minimum

TOWN PLAZA MALL	RATE	UNIT	QUANITITY	PERIOD	PERIOD COST	NO. OF PERIODS	TOTAL COST
Armed Officer	$25.00	Hour	50	Week	$ 1,250.00	52	$ 65,000.00
						GRAND TOTAL	$ 65,000.00

TOWN PLAZA MALL	RATE	UNIT	QUANITITY	PERIOD	PERIOD COST	NO. OF PERIODS	TOTAL COST
Unarmed Officer	$22.00	Hour	50	Week	$ 1,100.00	52	$ 57,200.00
						GRAND TOTAL	$ 57,200.00

All work must be authorized and approved by the City's Project Manager in writing before any work begins. Contractor shall approach this project in a manner consistent with its customary practice. Contractor shall actively seek collaborative input from City staff.

Compensation is limited to the amount specified for each specific task and/or sub-task, unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work stated for each task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must be acceptable to the City, at the sole discretion of the City.

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. Receipts are required.

This agreement is a purchase of professional services at the rates attached. Payment for these services shall not exceed $300,000 unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be prepared and signed by both parties.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFP No. 6-17 and RFP No. 6-17.

3. Relation of Parties.

The Contractor, its subconsultants, agents and employees are independent contractors performing professional services for City and are not employees of 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 City employees. The Contractor, subconsultants, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

4. E-Verify.

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.

5. Time of Performance.

The service of the Contractor is to commence as of August 15, 2017. It is agreed services hereunder shall be completed by August 14, 2022.

6. Delays and Extensions of Time.

If the Contractor is delayed at any time in the progress of providing services covered by the Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to City.

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work 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 monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net 30 days.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City's contract/purchase order (PO) number given on the notice to proceed **must** be referenced on any invoice submitted for payment.

During the life of this Contract, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Contractor shall submit the request for consideration, together with supporting documentation, before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

8. Ownership of Records and Documents.

Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of Contractor.

9. Termination.

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

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

10. Evaluation and Compliance with the Law.

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

11. City Business and Occupation License.

Contractors 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.

12. Liability and Hold Harmless.

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

13. Insurance.

Contractor shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor.

a. Liability Insurance. Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars ($1,000,000) for each occurrence. 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. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. 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. Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statues having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than one million dollars ($1,000,000) for each accident, five hundred thousand dollars ($500,000) for each disease for each employee, and one million dollars ($1,000,000) for each disease policy limit.

e. Umbrella Liability. The Contractor shall provide Umbrella Liability coverage at limits of not less than five million dollars ($5,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

f. 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.

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

h. Coverage Trigger: The insurance must be written on a "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

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.

14. Notices.

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

City:

Kevin Yin
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

Contractor:

Sheila Leslie
PPC Solutions Inc
18303 East Appleway Ave
Spokane Valley WA 99016

15. 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.

16. 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.

17. Ratification.

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

18. 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.

19. Cooperative Purchasing:

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

20. 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.

DATED this 10th day of August, 2017

CITY OF VANCOUVER,
A municipal corporation

Eric Holmes, City Manager

Attest:

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

Approved as to form:

36587

for E. Bronson Potter, City Attorney

CONTRACTOR:
PPC Solutions Inc

Signature:

Sheila Leslie, President
By: Printed Name / Title

#2

STAFF REPORT NO. <u>038-18</u>

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

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

Key Points:

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

Objective: Adopt the proposed franchise ordinance.

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

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

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

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

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

Budget Impact: None.

Prior Council Review: None.

Action Requested:

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

Attachments: Franchise Ordinance

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

04/02/18
05/07/18

ORDINANCE M - ________

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Chapter 11.50 VMC Utilities in the Right-of-Way

Chapter 11.60 VMC Street Use Permits

Chapter 11.80 VMC Street and Development Standards

Chapter 11.90 VMC Construction in the Right-of-Way

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 19. Indemnification and Waiver.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City:

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

Franchisee:

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

With a copy to:

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

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

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

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

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

Read First Time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read Second Time:

Passed by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this ______ day of __________________________, 2018.

____
Anne McEnerny-Ogle, Mayor

Attest:

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

Approved as to form:

____
E. Bronson Potter, City Attorney

Does not require codification

SUMMARY

ORDINANCE M-_____________

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

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

#3

STAFF REPORT NO. 039-18

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

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

Key Points:

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

Objective: Adopt the proposed franchise ordinance.

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

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

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

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

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

Budget Impact: None.

Prior Council Review: None.

Action Requested:

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

Attachments: Franchise Ordinance

04/02/18
05/07/18

ORDINANCE M - ________

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Chapter 11.50 VMC Utilities in the Right-of-Way

Chapter 11.60 VMC Street Use Permits

Chapter 11.80 VMC Street and Development Standards

Chapter 11.90 VMC Construction in the Right-of-Way

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 14. City's Reservation of Rights. Pursuant to RCW 35.21.860 the City may recover from Franchisee its actual administrative expenses as well as any applicable tax authorized by RCW 35.21.865. This Franchise is premised upon the City and Franchisee's agreement that either Franchisee is a “service provider” as used in RCW 35.21.860 and defined in RCW 35.99.010(6) or Franchisee’s Telecommunications Services fall within the definition of “telephone business” set forth in RCW 82.16.010(6)(b)(iii). As such, the rights granted under this Franchise are not conditioned upon payment of a franchise fee or other compensation for use of the Public Ways. Provided, however, that the Franchisee's exercise of the rights granted in this Franchise are conditioned upon reimbursement for actual, reasonable, and documented administrative costs including as set forth for use of City-owned poles, if any, and payment of any other fee set forth herein. The City hereby reserves its right to impose a fee on the Franchisee, to the extent authorized by law, for purposes other than to recover its administrative expenses, in the event that (1) statutory prohibitions on the imposition of such fees are removed, or that (2) Franchisee no longer falls within the definition of “service provider” in RCW 35.99.010(6) and Franchisee’s Telecommunications Services fall outside the definition of “telephone business” in RCW 82.16.010(7)(b)(iii). Under those circumstances, the City also reserves its right to require that the Franchisee obtain a separate Agreement for its change in use, which Agreement may include provisions intended to regulate the Franchisee's operations, as allowed under applicable law. Nothing in this Franchise shall limit the City’s right of taxation as authorized by law.

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

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

Placement of Franchisee small cell equipment is conditioned upon the availability of sufficient right-of-way at the proposed small cell site, and minimum pedestrian and Americans with Disabilities Act (ADA) passage along a sidewalk of at least 48 inches of unobstructed space along all sidewalks within the City, Franchisee understands and acknowledges that the City has a legitimate interest in preserving the character and aesthetics of the City of Vancouver, WA downtown core areas as described in the Vancouver City Center Vision Subarea Plan, and shall not place any small cell equipment within said downtown core area without first receiving approval from the City Public Works department, or designee, which shall not be unreasonably withheld, conditioned, or delayed, to approve design concepts and the use of camouflage or stealth materials, as reasonably necessary to blend its small cell site installations with the overall character of locations selected in the City's downtown core areas.

Section 16. Utility Owned Poles. The parties acknowledge that the poles which the Franchisee desires to use for the location of its small cell equipment are poles owned by a third party or parties, and that Franchisee has entered or shall enter into an agreement with the third party or parties, setting forth the terms and conditions under which the Franchisee shall be permitted to do so.

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

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

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

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

Section 19. Indemnification and Waiver.

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

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

2. Based on the City's inspection or lack of inspection of work performed by Franchisee, its agents and servants, officers or employees in connection with work authorized

on the Public Ways or property over which the City has control pursuant to this Franchise or pursuant to any other permit or approval issued in connection with this Franchise;

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

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

D. The obligations of Franchisee under the indemnification provisions of this Section shall apply regardless of whether liability for damages arises out of bodily injury to persons or damages to property, except to the extent that such claims, actions, damages, costs, expenses, and attorney’s fees were caused by the negligence or willful misconduct of the City. In the event that a court of competent jurisdiction determines that this Franchise is subject to the provisions

RCW 4.24.115, the parties agree that the indemnity provisions hereunder shall be deemed amended to conform to said statute and liability shall be allocated as provided therein.

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

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

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

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

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

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

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

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

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

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

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

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

Section 26. Liability Insurance. Franchisee shall, at its own expense, upon adoption, obtain and maintain throughout the term this Franchise, a commercial general liability insurance policy with limits of five million dollars ($5,000,000.00) per occurrence for bodily injury and property damage and five million dollars ($5,000,000.00) general aggregate, with the City included as an additional insured as their interst may appear under this Agreement, protecting and saving the City harmless against liability for loss or damage for bodily injury, (including death), or property damage occasioned by the operation of the Franchisee under this Franchise.

The Franchisee shall, within thirty (30) days from the effective date of this Franchise, file with the City Clerk proof of continued insurance coverage, in the amounts required in this Section, through a Certificate of Insurance including the blanket additional insured endorsement indicating City coverage required herein, Upon receipt of notice from its insurer(s) Franchisee shall use commercially reasonable effort to provide the City with thirty (30) days' prior written notice of cancellation of any coverage required herein. Such additional evidence thereof shall be furnished to the City from time to time as it shall require. In those situations where, through the Franchisee's negligent or intentional acts or omissions, damage has occurred Franchisee's insurance shall be primary to any City insurance coverage or, in the event the City is self-insured, any Franchisee policy shall afford first dollar protection coverage for risks included in Franchisee's operations. The insurance required under this section may be through a utility self-insurance fund under which the Franchisee is insured.

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

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

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

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

Franchisee:
Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
Attn: Network Real Estate
180 Washington Valley Road
Bedminster, New Jersey 07921

with an additional copy to:

With a copy to:
Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
Attn: Pacific Market General Counsel
15505 Sand Canyon Avenue
Irvine, CA 92618

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

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

Section 31. Acceptance. Within 60 days after the passage and approval of this ordinance, this Franchise may be accepted by Franchisee by its filing with the City Clerk its written and sworn unconditional written acceptance and promise to comply with all terms of this

Franchise. Failure of the Franchisee to so accept this Franchise within said period of time shall be deemed a rejection thereof, and the rights and privileges herein granted shall, after the expiration of the 60 day period, absolutely cease and determine, unless the time period is extended by ordinance duly passed for that purpose.

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

Read First Time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read Second Time:

Passed by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this ______ day of _________________________, 2018.

____
Anne McEnerny-Ogle, Mayor

Attest:

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

Approved as to form:

____
E. Bronson Potter, City Attorney

Does not require codification

SUMMARY

ORDINANCE M-_____________

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

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

#4

STAFF REPORT NO. 040-18

TO: Mayor and City Council **DATE:** 4/2/2018
FROM: Eric Holmes, City Manager

Subject: Affordable Housing Fund: Homeless Prevention and Housing Consortium contract in the amount of $1,210,000 for rental assistance and services

Key Points:

- Council allocated $1.21 million in 2017 Affordable Housing Funds for homelessness prevention (rental assistance and services)
- The review committee and staff have recommended a contract of $1.21 million for a consortium-based homelessness prevention program consisting of Council for the Homeless, Share, and six other agency partners

Objective: Authorize City Manager to sign contract with Council for the Homeless and Share for Homeless Prevention and Housing Constortium rental assistance and services

Present Situation: The City of Vancouver allocated $1.21 million from the 2017 Affordable Housing Fund (AHF) to provide housing assistance and related services. The review committee and City staff have recommended a contract be negotiated with the Council for the Homeless for a consortium-based homelessness prevention program. Other members of the consortium include Share, St. Vincent de Paul, Janus Youth, Impact NW, Volunteer Lawyers Network, Clark College, and Columbia River Mental Health Services.

The AHF homelessness prevention funding, as approved by the voters, is primarily intended for emergency/short-term rental assistance for low-income households with low barriers to housing. Other funding sources (such as HOME) provide longer-term rental assistance or create units for people with high barriers to housing, such as chronically homeless individuals.

City staff worked with Council for the Homeless to develop a contract which was provided to Council for the March 26th meeting. The contract was pulled from the agenda in order to add Share as the fiscal agent and clarify the proposed role of Council for the Homeless. Other minor changes, outlined below, were made to allow the funding to be used flexibly while safeguarding the public's trust in the use of dollars and maximizing the difference that is made in people lives.

- **Contract Amount** – The $1,210,000 contract will include both 2017 ($960,000) and 2018 ($250,000) funding.
- **Homeless Management Information System** – Tracking through the HMIS system and coordinated entry are required.
- **Maximum rent** – The maximum rent for a unit receiving AHF rental assistance is generally 100% of HUD Fair Market Rent (FMR) for the Portland-Vancouver-Hillsboro region. If someone is already in a unit, the rent may go to 110% FMR. Exceptions may be made on a case-by-case basis.

- **Payment of utilities included in rent–** Specific utilities were clarified as well as using the Vancouver Housing Authority's allowance guidelines.
- **Rental arrears** – The contract language would allow for up to three months of rental arrears to be paid.
- **Move in costs** – Clarified as security deposit and first/last month's rent, along with application fees. There is no needed tracking of any returned funds. By allowing the tenant to keep any returned security deposit, they will be incentivized to keep the rental in good condition.

Advantage(s): Project is expected to serve an estimated 230 households by preventing them from becoming evicted from their apartment or helping them access a new unit with move-in and rental assistance costs.

Disadvantage(s): None of note.

Budget Impact: $1.21 million is available throught the Affordable Housing

Prior Council Review:
- September 25, 2017, workshop, reviewed proposed 2017 Allocation Plan.
- February 26, 2018, workshop, reviewed recommended funding for homelessness prevention.

Action Requested: Authorize City Manager or designee to sign contract with Council for the Homeless and Share for Homeless Prevention and Housing Consortium rental assistance and services.

Attachment(s):
- Affordable Housing Fund contract for Homeless Prevention and Housing Constortium
- Homelessness Prevention Reporting Spreadsheet
- Homelessness Prevention Quarterly Reporting Form

AGREEMENT

BETWEEN

CITY OF VANCOUVER
Affordable Housing Fund
PO Box 1995 · Vancouver · Washington · 98668-1995
(360) 487-7952 · www.cityofvancouver.us/cdbg

AND

COUNCIL FOR THE HOMELESS 2500 Main Street
and SHARE 2306 NE Andresen Rd
Vancouver · Washington

Program/Services Funded:	COUNCIL FOR THE HOMELESS and SHARE / Homeless Prevention and Housing Consortium
Funding Source:	Vancouver Affordable Housing Fund
Agreement Period:	Date Signed – April 30, 2019
Agreement Number:	2017-AHF-221302
Agreement Amount:	$1,210,000 (2017 – $960,000 and 2018 - $250,000)
Agency Contact:	Kate Budd · (360) 993-9561 · kbudd@councilforthehomeless.org Diane McWithey · (360) 448-2121 · execdir@sharevancouver.org
City Contact:	Peggy Sheehan · (360)487-7952 · peggy.sheehan@cityofvancouver.us

This agreement consists of the following:

- Signature page
- Statement of Work
- Eligibility and Program Requirements
- Line Item Budget
- Timeline
- Authorization Signature Card
- General Terms and Conditions
- Exhibit A: Request for Reimbursement Form

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and have caused this Agreement to be executed by their respective officers and agents thereunto duly authorized by signing below:

CITY OF VANCOUVER:

____
Eric Holmes, City Manager

Date: ____________________

ATTEST:

____
Natasha Ramras, City Clerk or
Carrie Lewellen, Deputy City Clerk

APPROVED AS TO FORM:

____
Bronson Potter, City Attorney

COUNCIL FOR THE HOMELESS:

____
Kate Budd, Executive Director

Date: ____________________

SHARE:

____
Diane McWithey, Executive Director

PROGRAM MANAGER:

____
Peggy Sheehan, City of Vancouver

STATEMENT OF WORK

PROJECT DESCRIPTION

COUNCIL FOR THE HOMELESS (ADMINISTRATIVE AGENCY) and SHARE (FISCAL AGENCY), unless specified to the contrary, are collectively referred to as (AGENCY), and are operating as subrecipients for the City of Vancouver (CITY) to complete a project using Affordable Housing Funds. As such, AGENCY must comply with the terms and conditions in this Agreement.

The intent of this Agreement is to provide an Affordable Housing Fund grant of $1,210,000 to the AGENCY for the Homeless Prevention and Housing Consortium project. The project will provide assistance ranging from one-time move-in costs to a maximum of 12 month housing subsidy along with self-sufficiency services. The Consortium consists of Council for the Homeless, Share, St. Vincent de Paul, Janus Youth, Impact NW, Volunteer Lawyers Network, Clark College, and Columbia River Mental Health Services. The funding will expand on the existing programs of each of the agencies. The latter three organizations will not provide housing assistance but will be engaged in outreach/referrals, and the Volunteer Lawyers network will also work with participants to reduce barriers to housing. The main access point for rental assistance will be through the Housing Solutions Center.

Council for the Homeless as ADMINISTRATIVE AGENCY will develop internal policies and procedures, manage referrals to consortium members, develop sub-contracts with consortium members, and track program progress and outcomes. All members except Columbia River Mental Health will receive funding as sub-contractors through the ADMINSTRATIVE AGENCY. The access point of program assistance will be through the Housing Solutions Center and accurate Clark County Homeless Management Information System (HMIS) program entry and exit should be entered within 14 days of occurring.

Share as FISCAL AGENCY will provide assistance ranging from one-time move-in costs to ongoing housing subsidy along with self-sufficiency services. All seven consortium members, including the ADMINISTRATIVE AGENCY will invoice the FISCAL AGENCY for program reimbursement by providing a detailed General Ledger and necessary back-up documentation. Once necessary and accurate paperwork is obtained, FISCAL AGENCY will reimburse consortium agency within 15 business days.

City of Vancouver Affordable Housing Funds will be spent on security deposits, rental and utility assistance, and staff and administrative costs for self-sufficiency services to stabilize residents. The funding will assist an estimated 240 households earning up to 50% of area median income (AMI) in units located within Vancouver city limits.

PROJECT BUDGET

1. The CITY will provide the AGENCY with funds in an amount not to exceed $1,210,000 for purposes of completing the project described herein. The use of these funds shall be expressly limited to the activities described in this Agreement.
2. Any reduction in the total budget authority will be done after consultation with the AGENCY and will require a modification of this Agreement. Any funds unspent at the end of the Agreement period will be retained by the CITY for allocation to another Affordable Housing Fund project.

PAYMENT PROVISIONS

1. CITY payments to the AGENCY will be made on a cost reimbursement basis. In most cases, the CITY will make payment to AGENCY *as soon as practicable* but not more than thirty (30) days after the AGENCY submits a Request for Reimbursement, unless other acceptable payment arrangements are agreed to by CITY and AGENCY. Request for Reimbursement shall include the following:
   a. A summary of expenses incurred in support of all costs, and accompanied by general ledger detail.

- For direct costs, detail will include direct costs: vendor names, dates of service and amount;
- For services that are also funded by a third party, the AGENCY shall provide a detailed cost itemization by cost center and funding source. Detail shall identify which service or work was funded by the CITY and which by other parties.

2. The AGENCY shall designate one or more representatives who will be legally authorized to sign the Request for Reimbursement Form provided and any other forms that may be required. The names of the liaison persons and representatives will be specified on the Authorization Signature Card.

REPORTING

Beneficiary reporting shall be submitted monthly to the City of Vancouver Community and Economic Development Department, Attention: Peggy Sheehan using the Excel reporting form provided by the CITY. Report form is attached.

TERM OF AGREEMENT

1. This Agreement is in effect for the period from date signed through April 30, 2019, unless terminated as described under the **TERMINATION** section of the General Terms and Conditions.
2. Affordable Housing Funds shall be accounted separately from other funds received by the AGENCY.

PUBLIC NOTIFICATION

The CITY will provide information about the project, including contract amount and number of households served, to the public through the City of Vancouver website.

DOCUMENTS INCORPORATED BY REFERENCE

Each of the documents listed below are by this reference incorporated into this Agreement as though fully set forth herein, including any amendments, modifications or supplements thereto:

1. AGENCY's application for 2017 Affordable Housing Funds.
2. Current version of Affordable Housing Fund income limits (50% of Area Median Income provided by HUD)

NOTICE TO PROCEED

Upon execution of this agreement, the CITY will furnish the AGENCY with a written notice to proceed. No work on the project shall occur prior to the Notice to Proceed without prior written approval from the CITY.

SUBCONTRACTS

CITY shall review and approve any subcontracts under this Agreement.

PROJECT COMPLETION

Project completion means that:

1. The project complies with the requirements of this Agreement;
2. AGENCY has been reimbursed for all costs.

ELIGIBILITY AND PROGRAM REQUIREMENTS

HOUSEHOLD QUALIFICATION

1. Income Limit: Eligible households must earn no more than 50% of the area median income ("AMI"). Income limits are provided annually by the Department of Housing and Urban Development ("HUD") and adjusted for household size. Current HUD income limits are available at www.cityofvancouver.us/affordablehousingfund.
2. Income Determination: The income of each household must be determined initially and every 90 days in accordance with the City of Vancouver Affordable Housing Fund Policies and Procedures. AGENCY is responsible for determining household income in accordance with the following:
   a. Tenants must disclose all household income sources.
   b. Adequate documentation must exist on file to support the income amounts disclosed.
   c. If a tenant is over the maximum income upon re-review, housing assistance through the Affordable Housing Fund cannot be paid.

COORDINATION

1. HMIS: AGENCY shall enter accurate client-level data and program entry/exit into the Clark County Homeless Management Information System (HMIS) when new clients are assisted, and provide ongoing updates to the system information so it is kept current regarding each client. Exceptions to HMIS entry are made for those covered under the Violence Against Women Act (VAWA) and those refusing to sign the Clark County HMIS Release of Information. If a household does not opt into HMIS, a paper file must be kept and anonymous information provided to the Council for the Homeless and the City, as requested.
2. Coordinated Entry: Agencies are required to work with The Housing Solutions Center (HSC) coordinated entry and assessment program as the entry point to the program. Detailed program eligibility must be provided to the Council for the Homeless prior to requesting new households.
3. Point in time Count: The AGENCY must engage in the Coalition of Service Providers and the annual Point in Time Count.

RENTAL UNIT QUALIFICATION

1. Location: Units assisted with Affordable Housing Funds must be located within Vancouver city limits. AGENCY is responsible for verifying the jurisdiction of each address using Clark County MapsOnline at http://gis.clark.wa.gov/mapsonline/.
2. Maximum Rent (Including Utilities):
   a. The rent limit standard is generally 100% of HUD Fair Market Rent (FMR). For housholds that are currently housed, the rent limit standard is up to 110% of HUD FMR. AGENCY may request an increase in the FMR limit on a case-by-case basis by emailing or calling City of Vancouver staff.
   b. CITY will issue the HUD Fair Market Rent limits annually. The information is available at www.cityofvancouver.us/affordablehousingfund.
   c. Utilities are limited to water, sewer, trash, electric and gas. Any utility allowance must be calculated using the Vancouver Housing Authority's utility allowance guidelines located at http://vhausa.org/landlords/utility-allowances

RENT ASSISTANCE

1. Payments: AGENCY will make Affordable Housing Fund rent assistance payments directly to the property owner/landlord. At no time shall Affordable Housing Funds be paid directly to the tenant.
2. Tenant Portion of Rent: AGENCY will develop a procedure to determine the amount of income households must pay toward rent. Procedure must be presented to CITY staff for review.

3. Prohibition of Double-Subsidy: Tenants may not receive Affordable Housing Funds alongside another rental subsidy (such as Section 8) for the same unit in the same month.
4. Rental Arrears: Affordable Housing Funds may be used for up to three months of arrears.

MOVE-IN COSTS

1. Rental/Security Deposits: Affordable Housing Funds may be used to pay for a security deposit and first/last month's rent deposit. Payments shall be made directly to the property owner/landlord.
2. Other Move-In Fees: Affordable Housing Funds may be used to pay for application fees. Payments shall be made directly to the property owner/landlord. Other move-in fees or deposits (e.g. pets, parking) will not be covered.

INSPECTIONS

1. The City of Vancouver is committed to performing a City of Vancouver Housing Quality Inspection on each unit assisted with Affordable Housing Funds.
2. HQS inspections must be conducted prior to a household signing a lease to move into a new unit.
3. If the household is residing and will continue to reside, in a current unit, an HQS inspection must be conducted ASAP, but no less than prior to the second month's rent and/or ending assistance.
4. AGENCY will contact the City of Vancouver at 360-487-7967 to schedule an inspection. In some cases, CITY may grant AGENCY approval to perform this task.

BUDGET – 2017&2018 Funds

	Affordable Housing Fund
Screening and Eligibility Personnel	$28,650
Supportive Services Personnel	$278,918
Rent Assistance, Utilities, Security Deposits	$769,223
Other Client Assistance (identification, work boots, etc)	$3,000
Overhead (office space, phone, insurance)	$21,886
Administration and Overhead	$108,323
PROJECT TOTALS	$1,210,000

By signing below AGENCY acknowledges the review and approval of the budget listed above.

Name Date

Title

TIMELINE

ACTIVITIES	Apr 18	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan 19	Feb	Mar	Apr	May	Jun
Outreach and Referrals	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Rental Assistance and Services	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x

AUTHORIZATION SIGNATURE CARD

Organization Name Share

Address 2306 NE Andresen Rd

City, State, Zip Vancouver, WA 98661

Telephone Number ( ) ____________ Fax ( ) ____________

SIGNATURE OF INDIVIDUALS AUTHORIZED TO SIGN FINANCIAL DOCUMENTS:

An authorized signature is required on financial documents. It is suggested that two or more persons be authorized so that one could sign in the absence of the other(s).

NAME	SIGNATURE

I certify that the signatures above are of the individuals authorized to execute financial documents for COUNCIL FOR THE HOMELESS.

Date

Signature of Authorized Official

Title of Authorized Official

**Note: The authorized official may not approve their own signature above*

GENERAL TERMS AND CONDITIONS

1. Fair Housing

Projects funded with the Affordable Housing Fund are subject to federal fair housing regulations. Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and disability.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; AGENCY's submitted proposal to project request and project request.

3. Relation of Parties.

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

4. E-Verify.

AGENCY 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. AGENCY shall ensure all AGENCY employees and any sub-AGENCY(s) assigned to perform work under this Agreement are eligible to work in the United States. AGENCY shall provide verification of compliance upon City request. Failure by AGENCY to comply with this subsection shall be considered a material breach.

5. Delays and Extensions of Time.

If the AGENCY is delayed at any time in the progress of providing services covered by the Agreement, by any causes beyond AGENCY's control, the time for performance may be extended by such time as shall be mutually agreed upon by AGENCY and CITY and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to CITY.

6. Compensation and Schedule of Payments.

CITY shall pay the AGENCY no more than the contract amount for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without CITY's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The AGENCY shall submit monthly invoices to CITY covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to AGENCY shall be net 30 days.

The CITY reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. CITY and AGENCY agree that any amount paid in error by CITY does not constitute a rate change in the amount of the contract. The CITY's contract/purchase order (PO) number given on the notice to proceed **must** be referenced on any invoice submitted for payment.

7. Ownership of Records and Documents.

Any and all work product prepared by the AGENCY in the course of performing this Agreement shall immediately become the property of the CITY. In consideration of the compensation provided for by this Agreement, the AGENCY hereby further assigns all copyright interests in such work product to the CITY. A copy may be retained by the AGENCY. Previously owned intellectual property of AGENCY, and any know-how, methodologies or processes used by AGENCY to provide the services or project deliverables under this Agreement shall remain property of AGENCY.

8. Termination.

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

In the event this Agreement is terminated prior to the completion of work, AGENCY will only be paid for the hours completed at the time of termination of the Agreement.

9. Evaluation and Compliance with the Law.

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

10. City Business and Occupation License.

In most cases, AGENCYs will be required to get a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/AGENCYs shall contact the State of Washington Business License Service (BLS) at: http://bls.dor.wa.gov/file.aspx, telephone 800-451-7985, or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

11. Liability and Hold Harmless.

AGENCY 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 AGENCY or subcontractors or agent even if AGENCY 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 AGENCY, such cost, fees and expenses shall be shared between the CITY and the AGENCY in proportion to their relative degrees of negligence. AGENCY specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that AGENCY provide the broadest scope of indemnity permitted by RCW 4.24.115. AGENCY is an independent AGENCY and responsible for the safety of its employees.

12. Insurance.

AGENCY shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the AGENCY, subcontractors or anyone directly or indirectly employed by either the AGENCY or subcontractor. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII (or equivalent).

a. Liability Insurance. 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. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies. Contractor may satisfy required limits in this section by way of an umbrella policy.

b. 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. Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statues having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than one million dollars ($1,000,000) for each accident, five hundred thousand dollars ($500,000) for each disease for each employee, and one million dollars ($1,000,000) for each disease policy limit.

e. Professional Liability. The Contractor shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. The amount of coverage provided by such insurance shall be not less than five hundred thousand dollars ($500,000) combined single limit.

f. 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.

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

h. Coverage Trigger: The insurance must be written on a "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

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.

13. Notices.

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

City:

Peggy Sheehan
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

AGENCY:

Kate Budd
Council for the Homeless
2500 Main Street
Vancouver, WA 98660

Diane McWithey
Share
2306 NE Andreson Rd
Vancouver, WA 98661

14. 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.

15. 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.

16. Ratification.

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

17. 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 AGENCY 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.

18. Cooperative Purchasing:

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

19. 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 Sub recipient 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 Sub recipient, 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 Sub recipient 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

EXHIBIT A
City of Vancouver Affordable Housing Fund
REQUEST FOR REIMBURSEMENT

Date: ______________________ **Period Covered:** ______________________

Project Title: –Share - Homeless Prevention and Housing Consortium **Contact Person:** ______________________

Invoice #: ______________________ **Telephone:** ______________________

AHF Project #: ______________________ **Other Funding:** ______________________

Activity	AHF Budget	Expended This Period	Expended To Date	Balance
a)	$			
b)				
c)				
d) Tax				
e) Other (Specify):				
TOTAL:	$			

Reimbursement Amount Request $__________________

☐ Check box when this is a final request.

CERTIFICATION: I CERTIFY THTAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS REPORT IS CORRECT AND COMPLETE, AND THAT ALL EXPENDITURES ARE FOR THE PURPOSE SET FORTH IN THE GRANT AWARD DOCUMENTS. SUPPORTING DOCUMENTATION IS ATTACHED.

AUTHORIZATION:

______________________ ______________________ ______________________

Authorized Signature for Project Title Date

AHF Program Only

AHF Project No: ______________________

Initials Drawn By: ______________________

Date Funds Drawn: ______________________

______________________ ______________________

Reviewed and Approved Date

Initials Approved By: ______________________

Agency:

Date report submitted:

SUBMIT SPREADSHEET ELECTRONICALLY BY 20TH OF EACH MONTH
Keep clients on the list - do not remove when assistance ends
***Leave end date blank until client leaves program**

				AHF Unit				Monthly Rent											
Last Name of Tenant	HMIS Number	Assistance Type	If homeless, last known address (city, state, zip)	Street Address & Unit #	Zip Code	# of Bedrooms	AHF Security Deposit	Tenant Contribution	AHF Rent Subsidy	Total Rent	Monthly Gross Income	Household Size	Race	Hispanic/Latino	Target Population	Rental Assistance Start Date	Rental Assistance End Date*	Housing Outcome (After Assistance Ends)	If Other, Explanation of Housing Outcome
		Existing unit (eviction prevention)											White	Yes	Homeless			Client stably housed without need for further assistance	
		Newly housed in unit											Black/African	No	Veteran			Client stably housed with continued assistance (non-AHF)	
													Asian/Pacific Islander		Family with children (not homeless)			Client housed but still experiencing housing instability (arrears etc.)	
													Native American		Senior			Client entered homelessness system or otherwise unhoused	
													Other/Multiracial		Other			Other (please explain)	

Affordable Housing Fund
Homelessness Prevention – Rental Assistance & Services
Quarterly Progress Report

Report Period: to Agency/Subrecipient: Project Name and Number: Person Completing Form: Contact Telephone number: Contact Email:

1. Describe current status of project, including significant actions taken during reporting period.

2. Total number of client households served this reporting period: _____

3. Total number of client households served since beginning of contract period: _____

4. Describe self-sufficiency services provided during reporting period.

5. Service outcomes – How many client households have achieved the following since beginning of contract period?

   Achieved resolution with landlord: _____
   Received legal assistance to remove barriers to housing: _____
   Reduced debt/made steps to repair credit: _____
   Entered mental or behavioral health treatment: _____
   Entered education program: _____
   Entered job training program: _____
   Gained employment: _____
   Increased income: _____
   Accessed other public assistance (Social Security, LIHEAP, VA, etc.): _____

   If there are other outcomes, please describe and include numbers.

6. Are there any changes from original project goals/timeline? If yes, please explain.

7. Identify any agency problems or concern.

8. Additional comments (optional):

BEFORE THE CITY COUNCIL OF THE
CITY OF VANCOUVER, WASHINGTON

In re:	)	PRJ-157777/ LUP-65374 FINAL DECISION
Appeal of the Day Center Relocation	)	

I. FACTUAL BACKGROUND

This is an appeal of the Hearing Examiner's approval of the project known as the Day Center Relocation, which relocates the current homeless day center from 1600 W. 20th Street to the former Washington Fish and Wildlife building located at 2018 Grand Boulevard. The Appellants, the Rose Village and Maplewood Neighborhood Associations, appealed the Hearing Examiner's Findings, Conclusions, and Decision dated January 4, 2018.

A hearing was initially scheduled for February 26, 2018, at which on the motion of the Community and Economic Development moved to remand the matter to the Hearing Examiner to consider the complete documents which were inadvertently left out of the record. On remand, the Hearing Examiner added the complete documents and confirmed her ruling.

A new hearing was scheduled on March 26, 2018 wherein the City Council conducted a closed record hearing on the appeal and heard argument from the Appellants, the Applicant and the City. Cynthia J. Powers appeared on behalf of the Maplewood Neighborhood Association. Eric Lambert appeared on behalf of the Rose Village

Neighborhood Association. Eric Lambert argued on behalf of both Associations. Assistant City Attorney Brent D. Boger appeared on behalf of the Vancouver Community and Economic Development Department.

II. FINDINGS

The Council finds that the Appellants have filed a timely appeal of the January 4, 2018, decision of the Vancouver Hearing Examiner.

The Council additionally finds that the Hearing Examiner decision is supported by substantial evidence and that the Examiner's interpretation or application of law, including the Vancouver Municipal Code, was not clearly erroneous.

III. DECISION

Based on the foregoing, the Council hereby orders that the January 4, 2018, decision of the Examiner be affirmed.

DATED THIS ____ DAY OF APRIL 2018.

____
Anne McEnerny-Ogle, Mayor

Attest:

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

Approved as to form:

____
E. Bronson Potter, City Attorney

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:

$ 6,910,203.51	**this 2nd day of April 2018.**

MAYOR

COUNCILMEMBER

AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
March 20 - March 26	Accounts Payable Checks (see attached)	$ 4,169,948.49
March 20 - March 26	Visa Refunds (see attached)	$ 2,772.00
March 20 - March 26	Payroll Checks (see attached)	$ 2,737,483.02
TOTAL		**$ 6,910,203.51**

INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount		Vendor Name	Description
589397	21-Mar-2018	40.01		VERIZON WIRELESS SERVICES LLC	ACCT 972233911-00002 - MOBILE BROADBAND MONTHLY CHARGES 01/24/18-02/23/18 - J SEARS - FACILITIES
589398	21-Mar-2018	124.50		Waggoner, Donald Scott (Scott)	TRAVEL
589399	21-Mar-2018	75.00		Walker, Justin Patrick	CDL TEST & PERMIT REIMBURSEMENT
589400	21-Mar-2018	1,497.84		WALTER E NELSON CO	SUMMARY: JANITORIAL SUPPLIES - FIRE
589401	21-Mar-2018	3,392.48		WAPITI NW LLC	SUMMARY: 2018 ANNUAL SERVICE AND INSPECTIONS - EQUIP SERVICES
589402	21-Mar-2018	209.15		WARNER ROOFING & CONSTRUCTION	PERMIT WITHDRAWN
589403	21-Mar-2018	100.00		WASHINGTON STATE TACTICAL OFFCRS ASSN	2018 REGIONAL SWAT TEAM MEMBERSHIP RENEWAL - VPD
589404	21-Mar-2018	7,581.03		WASTE CONNECTIONS INC	18FEB MONTHLY GARBAGE SERVICES FOR MULTIPLE CITY ACCOUNTS - SOLID WASTE
589404	21-Mar-2018	11,704.64		WASTE CONNECTIONS INC	ACCT 2010-811773 - MULTIFAMILY RECYCLE PROGRAM - 18FEB - SOLID WASTE
589405	21-Mar-2018	22.22		WW GRAINGER INC	ACCT 808802698 - PARTS FOR VEHICLE AND EQUIPMENT REPAIR - EQUIP SERVICES
589405	21-Mar-2018	194.08		WW GRAINGER INC	ACCT 808802698 - SHOP SUPPLIES - EQUIP SERVICES
589406	21-Mar-2018	101.65		XPO ENTERPRISE SERVICES INC	WEEKLY POSTAGE SERVICES - THRU 02/17/18 - FINANCE/MAILROOM
589407	21-Mar-2018	150.00		YVONNE MARIE PAYNE	02/03/18 - MUSICAL ENTERTAINMENT - VOLUNTEER APPRECIATION - PARKS
589408	21-Mar-2018	5,382.07		ZUMAR INDUSTRIES INC	SUMMARY: OPERATING SUPPLIES - OPS CENTER
589409	23-Mar-2018	941.28		WESTERN METAL IND PENSION FUND	PAYROLL
589410	23-Mar-2018	1,122.01		UNITED WAY OF THE COLUMBIA WILLAMETTE	PAYROLL
589411	23-Mar-2018	2,762.00		CHAPTER 13 - TRUSTEE	PAYROLL
589412	23-Mar-2018	7,621.72		LIFE INSURANCE CO OF NORTH AMERICA	PAYROLL
589413	23-Mar-2018	9,566.26		AMERICAN FAMILY LIFE ASSURANCE	PAYROLL
589414	23-Mar-2018	722.50		IAM LOCAL #1374	PAYROLL
589415	23-Mar-2018	18,870.72		IAFF LOCAL #452	PAYROLL
589416	23-Mar-2018	14,655.86		VANCOUVER POLICE OFFICER GUILD	PAYROLL
589417	23-Mar-2018	5,348.53		AFSCME LOCAL #307	PAYROLL
589418	23-Mar-2018	5,162.29		OPEIU LOCAL #11	PAYROLL
589419	23-Mar-2018	2,286.60		WESTERN CONFERENCE OF TEAMSTERS	PAYROLL
589420	23-Mar-2018	600.00		MFS SERVICE CENTER INC	PAYROLL
589421	23-Mar-2018	672.00		TEAMSTERS LOCAL #58	PAYROLL
589422	23-Mar-2018	280.00		UA LOCAL #290	PAYROLL
589423	23-Mar-2018	81.84		LEGAL SHIELD	PAYROLL
20001421	26-Mar-2018	86.58		CITY OF VANCOUVER	INFOR CITY PAYMENTS-0000003613-03
	SUBTOTAL	**4,169,948.49**			
VISA	27-Mar-2018	882.00		MISCELLANEOUS	PARKS CLASS REFUNDS - FCC 03/20/18 - 03/26/18
VISA	27-Mar-2018	1,890.00		MISCELLANEOUS	PARKS CLASS REFUNDS - MCC 03/20/18 - 03/26/18
	SUBTOTAL	**2,772.00**			
	TOTAL	**4,172,720.49**			

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

INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount		Vendor Name	Description
589367	21-Mar-2018	35,381.76		SELECTRON TECHNOLOGIES INC	05/01/18-04/30/19 - VOICEPERMITS & WEBPERMITS - PREMIERPRO SERVICE FOR IVR SYSTEM - SUPPORT & MAINTENANCE - CED
589368	21-Mar-2018	340.69		SOFTWARE HOUSE INTERNATIONAL SHI	CUST 1072078 - SO S47149110 - ACROBAT PROFESSIONAL V2017 NEW LICENSE - 1 EA - AGREEMENT 4600014240 - IT
589368	21-Mar-2018	340.69		SOFTWARE HOUSE INTERNATIONAL SHI	CUST 1072078 - SO S47149223 - ACROBAT PROFESSIONAL V2017 NEW LICENSE - 1 EA - AGREEMENT 4600014240 - IT
589369	21-Mar-2018	124.50		Sorenson, Kory L	TRAVEL
589370	21-Mar-2018	570.00		SOUTHWEST OFFICIALS SERVICES INC	02/24/18-02/25/18 - YOUTH BASKETBALL OFFICIATING FEES - PARKS
589371	21-Mar-2018	24,530.00		SOUTHWEST WA HUMANE SOCIETY	CUST COV001 - MONTHLY ANIMAL CONTROL SERVICES - 18FEB - BUDGET - RECEIPT 133668 BY C ALLEMANG PER E-MAIL
589372	21-Mar-2018	3,000.00		SPECIAL SERVICES GROUP LLC	2018-2019 RENEWAL OF COVERT TRACK SERVICE W/ 5 SECOND UPDATES - 05/16/18-05/15/19 - 5 DEVICES - VPD - PO 89548/ RECEIPT 133319 BY A CARMAN PER E-MAIL
589373	21-Mar-2018	11,183.92		STANTEC CONSULTING SERVICES	PROJ 2002006056 - CUST 93668 - ON-CALL SANITARY SEWER PLANNING/DESIGN - THRU 02/09/18 - MP ENG - RECEIPT 133206
589374	21-Mar-2018	15.64		STATE OF OREGON	ACCT 83038 - AUTOMATED METER SKIPS-CARD/TAPE ENTRY RECORDS - THRU 02/28/18 - PARKING
589375	21-Mar-2018	493.52		STATE OF WASHINGTON	PROJ JM0203L - CUST 916001288 5 - MATERIAL LAB CHARGES - 18FEB - CONSTRUCTION
589376	21-Mar-2018	1,500.00		STATE OF WASHINGTON	ACCT 20605-001 - 2018 ADMINISTRATIVE FEE - VPD
589377	21-Mar-2018	271.40		STERICYCLE INC	SUMMARY: MEDICAL WASTE REMOVAL - FIRE 4
589378	21-Mar-2018	3,617.31		SUNBELT CONTROLS INC	CUST 43230 - LOC 4600 MP ENG - MAINTENANCE AGREEMENT - 18FEB - OP CENTER - RECEIPT 133687 BY S TURK PER E-MAIL
589378	21-Mar-2018	1,290.50		SUNBELT CONTROLS INC	CUST 43230 - LOC 4711 VPD/EVIDENCE - MAINTENANCE AGREEMENT - 18FEB - OP CENTER - RECEIPT 133688 BY S TURK PER E-MAIL
589379	21-Mar-2018	15,081.70		SUNBELT CONTROLS INC	CUST 43230 - LOC 4600 WATER ADMIN BLDG - INTELLI-PAK CONTROLS REMODEL - 04/10/17-02/22/18 - OP CENTER - RECEIPT 133792 BY P NEWTON PER E-MAIL
589380	21-Mar-2018	12,006.00		TEKSYSTEMS	SUMMARY: TEMPORARY STAFFING SERVICES - INFO TECH
|					
589381					
589382	21-Mar-2018	19,125.97		TELFER PAVEMENT TECHNOLOGIES LLC	2017 JOINT AGENCY SLURRY SEAL - RETAINAGE RELEASE
589383	21-Mar-2018	102.00		Telford, Storme L	CDL ENDORSEMENT REIMBURSEMENT
589384	21-Mar-2018	1,822.50		TESTAMERICA LABORATORIES INC	SUMMARY: SAMPLE TESTING SERVICES - MP ENG
589385	21-Mar-2018	271.00		TLC TOWING	TOWING - '92 FORD ECONOLINE MOTORHOME - LIC NO PLATE - FROM 14200 30TH ST TO TLC TOWING YARD - VPD
589386	21-Mar-2018	75.00		TOWER ROCK PRODUCTS INC	BRUSH RECYCLING - HOMESTEAD PARK - 02/20/18 - WAREHOUSE
589386	21-Mar-2018	170.00		TOWER ROCK PRODUCTS INC	CUST 10070 - BRUSH RECYCLING - 02/12/18 & 02/15/18 - WAREHOUSE
589387	21-Mar-2018	249.32		TOWING & RECOVERY SERVICES INC	SUMMARY: TOWING SERVICES - VPD
589388	21-Mar-2018	31,785.05		TOYOTA LIFT NORTHWEST	TOYOTA 8FBE18U FORKLIFT FOR WATER WAREHOUSE - EQUIP SERVICES
589389	21-Mar-2018	806.51		TRIPLE J ENTERPRISES	SUMMARY: TOWING SERVICES - VPD
589390	21-Mar-2018	1,088.78		UNITED PARCEL SERVICE	SUMMARY: - SHIPPING CHARGES - MAIL ROOM & OPS CENTER
|					
589392					
589393	21-Mar-2018	3,523.99		UNIVAR USA INC	CUST 107817 - ORDER 189829 - CAUSTIC SODA - OPS CENTER
589394	21-Mar-2018	102.00		Van Aalst, Douglas Mitchell	EMPLOYEE REIMBURSEMENT - CDL RENEWAL - OPS CENTER
589395	21-Mar-2018	215.00		VANCOUVER FITNESS LLC	REF BUS LIC
589396	21-Mar-2018	356,715.00		VANCOUVER HOUSING AUTHORITY	PROJECTS 601607 & 601703 - MEADOWS APT CONSTRUCTION - 18FEB - 2016-2017 HOME FUNDING

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

INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount		Vendor Name	Description
589342	21-Mar-2018	10,479.96		NATIONAL PARK SERVICE	ACCR17 - AGREEMENT G9430170005 - WEST BARRACKS MONITORING REPORT - 09/05/17-01/05/18 - CMO
589342	21-Mar-2018	20.04		NATIONAL PARK SERVICE	AGREEMENT G9430170005 - WEST BARRACKS MONITORING REPORT - 01/05/18-03/14/18 - CMO
589343	21-Mar-2018	15.96		NW NATURAL	ACCT 278809-9 - NATURAL GAS 02/06/18-03/07/18 - FOR RBALL BLDG - VTC
589344	21-Mar-2018	1,026.32		NW NATURAL	ACCT 1640094-7 - GAS USAGE - 02/13/18-03/14/18 - VPD EAST
589345	21-Mar-2018	1,256.93		PACIFIC FURNISHINGS	ORDER 13709 - RECEIVE/DELIVERY/INSTALLATION SERVICES - EXEMPLIS CHAIR - 1 EA - THRU 02/19/18 - RECORDS - PROPERTY SERVICES
589346	21-Mar-2018	1,800.00		PACIFIC OUTDOOR ADVERTISING LLC	ACCT 2810 - CONTR 2692 - ADVERTISING SERVICES - BILLBOARD DUI CAMPAIGN ADS - 18TH ST .19 MI WEST OF ANDRESEN/FOURTH PLAIN BLVD 125 FT WEST OF "T" ST - 02/19/18-03/18/18 - VPD
589347	21-Mar-2018	205.96		PACIFIC POWER GROUP LLC	ACCR17 - REPAIR ORDER 458330-000 - REPLACE FAULTY ATS INDICATOR LIGHTS - 4 EA - MODEL 11.5DNAD - SER H988779643 - NE DOCK - 2323 GENERAL ANDERSON - THRU 10/02/17 - OP CENTER - PO 89029/ RECEIPTED BY P TANDY PER E-MAIL
589348	21-Mar-2018	22,350.00		PACIFIC TALENT INC	2018 ENTERTAINMENT - SIX TO SUNSET/NOON CONCERT SERIES - 11 TOTAL - PARKS
589349	21-Mar-2018	45.00		PARKEON	CUST 0030784P - SO P71050 - PARKFOLIO LEVEL 3 FEES - 18JAN - PARKS
589350	21-Mar-2018	1,560.00		PAUL LEWIS	2017 NEW DEVELOPMENT COST OF SERVICE REVIEW - 01/19/18-01/31/18 - FIRE
589351	21-Mar-2018	2,744.24		PBS ENGINEERING & ENVIRONMENTAL INC	ACCR17 - PROJ 0075220.002 - 127TH AVE BUSINESS PARK ENV SERVICES - THRU 10/31/17 - OP CENTER - RECEIPT 133761 BY P NEWTON PER E-MAIL
589351	21-Mar-2018	2,941.75		PBS ENGINEERING & ENVIRONMENTAL INC	PROJ HDJ4101.003 - WATERFRONT PARK LEASE AGREEMENT - 17NOV-18JAN - CONSTRUCTION/PARKS - RECEIPT 133636 BY C VOGELZANG PER E-MAIL
589352	21-Mar-2018	369.06		PEACEHEALTH	OVERPAYMENT CHECK #8286077 3/19/2018
589353	21-Mar-2018	81.29		PETTY CASH CUSTODIAN	BOOTS 18 - JAKE MAHAN
589354	21-Mar-2018	700.00		PETTY CASH CUSTODIAN	107 DRUG FUND REIMBURSEMENT
589355	21-Mar-2018	1,935.00		PORTLAND ADVENTIST MEDICAL CENTER	SUMMARY: MEDICAL TESTING SERVICES - HR & VPD
589356	21-Mar-2018	282.05		PORTLAND MECHANICAL CONSTRUCTION INC	ACCR17 - CLEAR BLOCKAGE/REPLACE PTRAP - CITY HALL - 415 W 6TH - 12/28/17 - OP CENTER - PO 89562/ RECEIPT 133558 BY P NEWTON PER E-MAIL
589357	21-Mar-2018	2,271.14		PROFESSIONAL CREDIT SERVICE	SUMMARY: MULTIPLE REFUNDS
589358	21-Mar-2018	10,052.72		QWEST CORP DBA CENTURY LINK	CITYWIDE PHONE LINES
589359	21-Mar-2018	17,260.41		REED ELECTRIC CO	CUST 19493 - US MOTOR FRAME - OPS CENTER
589360	21-Mar-2018	487.80		REGAN WAUGH DBA DELICIOUS DISHES	FEBRUARY 2018 COUNCIL RETREAT - CMO
589361	21-Mar-2018	135.50		RENTOKIL NORTH AMERICA INC	CUST 20766 - MONTHLY PEST CONTROL MAINTENANCE - 02/22/18 - MARSHALL CTR - RECEIPT 133215 BY P NEWTON PER E-MAIL
589361	21-Mar-2018	102.98		RENTOKIL NORTH AMERICA INC	CUST 247119 - MONTHLY PEST CONTROL MAINTENANCE - 02/23/18 - TENNIS CTR - RECEIPT 133258 BY P NEWTON PER E-MAIL
589362	21-Mar-2018	144.00		ROBERTA KANTER	18FEB - OFFICIATING SERVICES - WINTER TOURNAMENT - TENNIS CTR
589363	21-Mar-2018	22,424.87		ROTSCHY INC	WATER STATION 14-ON SITE CHLORINATION SYSTEM - EST 1 - THRU 02/15/18
589364	21-Mar-2018	338.64		S&B INC	ORDER 24792 - COMMUNICATIONS MODULE CM 1242-5 - 1 EA - OP CENTER - RECEIPT 133554 BY P NEWTON PER E-MAIL
589365	21-Mar-2018	616.67		SALVATION ARMY	PROJECT 414736 - GUIDING LIGHT HOUSING SERVICES - 18FEB - HOME FUNDING
589365	21-Mar-2018	575.00		SALVATION ARMY	PROJECT 601702 - GUIDING LIGHT HOUSING SERVICES - 18FEB - HOME FUNDING
589366	21-Mar-2018	1,729.14		SEA WESTERN INC	ORDER 77630 - OPERATING SUPPLIES - FIRE

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INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount		Vendor Name	Description
589290	21-Mar-2018	928.48		KITTELSON & ASSOC INC	PROJ 198930 - VANCOUVER ON CALL STREET LIGHTING REVIEW - THRU 01/31/18 - FACILITIES - RECEIPT 133463 BY N KERFOOT PER E-MAIL
589290	21-Mar-2018	6,544.86		KITTELSON & ASSOC INC	PROJ 198940 - VANCOUVER TRAFFIC ON CALL - THRU 01/31/18 - FACILITIES - RECEIPT 133422 BY N KERFOOT
589291	21-Mar-2018	11,033.62		KRONOS INCORPORATED	SUMMARY: 2018 WORKFORCE TELESTAFF ENTERPRISE/GLOBAL/CONTACT V4 & V6 - SUBSCRIPTION/SOFTWARE SERVICE - 1610 LICENSES - INFO TECH
589292	21-Mar-2018	325.53		LAKESIDE INDUSTRIES	JOB 1 - ASPHALT - EZ STREET ASPHALT - 2.73 TON - THRU 02/23/18 - OPS CENTER
589293	21-Mar-2018	444.27		LANGLEYS TOWING	SUMMARY: TOWING SERVICES - VPD
589294	21-Mar-2018	4,443.75		LEE WEINSTEIN	18JAN - MEDIA AND PRESENTATION TRAINING - MEDIA SERVICES
589295	21-Mar-2018	78.04		Lester, Paul L	BOOT REIMBURSEMENT
589296	21-Mar-2018	71.92		LEXIS NEXIS RISK DATA MANAGEMENT INC	ACCT 1130110 - REPORTS/SEARCHES - 18FEB - CODE ENFORCEMENT - RECEIPT 133509 BY B THOMAS PER E-MAIL
589297	21-Mar-2018	163.59		LOVETT EXCAVATING INC	CREDIT CARD CHARGES 2X ON 2/26/2018
589298	21-Mar-2018	3,013.75		LSW ARCHITECTS PC	ACCR17 - TASK ORDER 13 - 17NOV-17DEC - TENNIS CENTER ROOF REPLACEMENT DESIGN/CONSTRUCTION - FACILITIES - RECEIPT 133372 BY S TURK PER E-MAIL
589299	21-Mar-2018	23,875.95		MACKAY & SPOSITO INC	SUMMARY: CONSULTING SERVICES - TRANSPORTATION & CONSTRUCTION
589300	21-Mar-2018	73,394.90		MACKENZIE ENGINEERING INC	ACCR17 - PROJ 2160446.00 - VANCOUVER OPERATIONS CENTER - THRU 10/29/17 - FACILITIES - RECEIPT 133386 BY S TURK PER E-MAIL
589300	21-Mar-2018	22,388.27		MACKENZIE ENGINEERING INC	PROJ 2160446.00 - VANCOUVER OPERATIONS CENTER - THRU 01/28/18 - FACILITIES - RECEIPT 133373 BY S TURK PER E-MAIL
589301	21-Mar-2018	50.00		MACYS	REF ALARMS
589302	21-Mar-2018	1,540.00		MAKHAN UPPAL	PARCEL 110291-032 - REAL PROPERTY VOUCHER - MILL PLAIN BLVD-104TH AVE TO CHKLOV DR - 10601 SE MILL PLAIN BLVD - PROTECTIVE RENT - 2 LOCATIONS @ $385.00 PER MO - 18FEB-18MAR - CONSTRUCTION
589303	21-Mar-2018	53.23		MANAGEMENT RECRUITERS OF VANCOUVER LLC	REF COV00283
589304	21-Mar-2018	552.00		MARQUAM GROUP LTD	VPD SHAREPOINT SUPPORT - THRU 02/16/18 - INFO TECH - RECEIPT 133339 BY J SCHOESSLER PER E-MAIL
589305	21-Mar-2018	50.52		MARWAN ADJAJ	REF PKG PERMIT COV07077
589306	21-Mar-2018	40.00		MARY JANES HOUSE OF GLASS	REF ALARMS
589307	21-Mar-2018	17,089.50		ME ULTRA LOUNGE	PARCEL 165912-000 - REAL PROPERTY VOUCHER - MILL PLAIN BLVD-104TH AVE TO CHKLOV DR - 10409 SE MILL PLAIN BLVD - MOVING EXPENSE REIMB/SPECIAL FAN - 18MAR - CONSTRUCTION
589308	21-Mar-2018	216.80		METRO OVERHEAD DOOR INC	ACCT 59061 - JOB 105080 - DOOR REPAIR SERVICES - 02/08/18 - FIRE STN 1 MAIN ST - OP CENTER
589309	21-Mar-2018	4,950.44		MIDDLESEX INSURANCE CO	SETTLEMENT RE: WILLIAM BRIGHT - CLAIM # 92A912970-309 - DOL: 12/19/15 - RISK
589310	21-Mar-2018	5,020.27		MISCELLANEOUS	SUMMARY: CITY UTILITIES REFUNDS, PARKS REFUNDS & OTHER MISC REFUNDS
|					
589336					
589337	21-Mar-2018	890.82		MOTUS RECRUITING & STAFFING INTL	MUNSON EMILY - W/E 03/18/18 - PAYROLL WORKDAY PROJ
589338	21-Mar-2018	770.67		MUNNELL AND SHERRILL INC	CUST 3364 - DOC 995945 - OPERATING SUPPLIES - WAREHOUSE
589339	21-Mar-2018	500.00		NAGRA & ATWAL CORPORATION	APR 18 OPS PARKING LEASE
589340	21-Mar-2018	8,000.00		NATIONAL ASSN OF CITY TRANSPORTATION OFFICIALS INC	2018 NACTO MEMBERSHIP - JENNIFER CAMPOS
589341	21-Mar-2018	4,017.36		NATIONAL PARK SERVICE	APR 18 PEARSON AIR PARK LEASE

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INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount		Vendor Name	Description
589264	21-Mar-2018	2,428.16		GB MANCHESTER INC	WO 4557 - QUOTE 17 - DEMO AERIAL FIBER CABLE - THRU 02/20/18 - FIRE STN 1 - 900 W EVERGREEN BLVD - INFO TECH - RECEIPT 133232 BY J SCHOESSLER PER E-MAIL
589265	21-Mar-2018	334.95		GENUINE PARTS COMPANY	CUST 7970 - 18FEB - PARTS FOR VEHICLE AND EQUIPMENT REPAIRS - EQUIP SERVICES
589266	21-Mar-2018	7,880.00		GEOGRAPHIC TECHNOLOGIES GROUP INC	GIS NEEDS ANALYSIS/STRATEGIC PLAN - RFP5-17 - THRU 01/30/18 - MP ENG
589267	21-Mar-2018	28.15		GORDON TRUCK CENTERS	CUST 96056 - 18FEB - PARTS FOR VEHICLE AND EQUIPMENT REPAIR - EQUIP SERVICES
589268	21-Mar-2018	7,046.00		GRANTANALYST.COM LLC	ZOOM GRANT SOFTWARE FOR CDBG AND AFFORDABLE HOUSING - 04/01/18-03/31/19 - CDBG
589269	21-Mar-2018	1,438.51		HALBERT CONSTRUCTION LLC	BLAIRCO FILTER PROJECT - EST 2 - THRU 02/19/18
589270	21-Mar-2018	2,370.50		HDJ DESIGN GROUP	PROJ HDJ4025.003 - 2018 PRESERVATION STRIPING PLAN - 18JAN - OP CENTER - RECEIPT 133252 BY P NEWTON PER E-MAIL
589271	21-Mar-2018	3,481.59		HDR ENGINEERING INC	PROJ 10080977 - RIGHT OF WAY ACQUISITION SERVICES-EVERGREEN HWY & 102ND CRT CULVERT REPLACEMENT - THRU 02/03/18 - MP ENG - RECEIPT 133619 BY L JONES
589272	21-Mar-2018	75.00		HILTON HOTEL- VANCOUVER	REF CIVICGOV
589273	21-Mar-2018	4,583.33		HISPANIC METROPOLITAN CHAMBER	PROJ 414744 - SMALL BUSINESS ASSISTANCE PROGRAM - 18FEB - CDBG FUNDING
589274	21-Mar-2018	315.00		HOLLY WEYHRAUCH	18FEB - OFFICIATING SERVICES - WINTER TOURNAMENT - TENNIS CTR
589275	21-Mar-2018	6,803.00		HOUSING INITIATIVE LLC	PROJECT 2017-AHF-221501 - HOUSING INITIATIVE LLC - THE PACIFIC PROJECT - 18FEB - AFFORDABLE HOUSING FUND
589276	21-Mar-2018	196.75		Huertos-Amaro, Jose L	BOOT REIMBURSEMENT
589277	21-Mar-2018	577.61		INDUSTRIAL SCIENTIFIC CORP	CUST 106747 - ORDER US000111666 - INET GAS MONITORING SUBSCRIPTION - 01/23/18-02/22/18 - OP CENTER - RECEIPT 133251 BY P NEWTON PER E-MAIL
589278	21-Mar-2018	1,212.79		INSTROTEK INC	NUCLEAR GUAGE CALIBRATION - 2 EA - CONSTRUCTION
589279	21-Mar-2018	291.78		INTERIOR OFFICE SOLUTIONS	PROJ 20-182 - PROPOSAL 8208 - COOL MESH CHAIR - 1 EA - VPD/WEST - FACILITIES
589279	21-Mar-2018	218.82		INTERIOR OFFICE SOLUTIONS	PROJ 20-182 - PROPOSAL 8253 - COOL MESH CHAIR - 1 EA - VPD/DVU - FACILITIES
589280	21-Mar-2018	238.48		J2 BLUEPRINT SUPPLY CO	ACCT CO19 - CONTRACT CN10213-01 - OCE COLORWAVE 300 - SER 330400748 - 01/01/18-01/31/18 - MP ENG - PO 89584/ RECEIPT 133456 BY N KERFOOT PER E-MAIL
589280	21-Mar-2018	247.37		J2 BLUEPRINT SUPPLY CO	ACCT CO19 - CONTRACT CN10213-02 - OCE COLORWAVE 300 - SER 330400748 - 02/01/18-02/28/18 - MP ENG - PO 89584/ RECEIPT 133457 BY N KERFOOT PER E-MAIL
589281	21-Mar-2018	20.00		JAMES/JESSICA DANIELS	REF ALARMS
589282	21-Mar-2018	20.00		JAYMI/SHAWN WHALEN	REF ALARMS
589283	21-Mar-2018	30.00		JEFFREY HOGAN/CANDACE COX	REF ALARMS
589284	21-Mar-2018	124.50		Jochim, Zachary Raymond (Zach)	TRAVEL
589285	21-Mar-2018	215.00		JOSE ARMANDO GARCIA	REF BUS LIC
589286	21-Mar-2018	4,577.98		JUBITZ CORPORATION	ORDER 48313 - P66 FIREBIRD HD EC CK-4/HAVOLINE OIL - 18FEB - FIRE
589287	21-Mar-2018	294.00		JUDITH L BUFFORD	18JAN - WREC HABITAT/WATER MONITORING PROGRAM/CONGRESS - CITY - WREC
589287	21-Mar-2018	1,764.00		JUDITH L BUFFORD	18JAN - WREC HABITAT/WATER MONITORING PROGRAM/CONGRESS - COUNTY - WREC
589288	21-Mar-2018	117.18		Juve, Gene L	LOCAL MILEAGE: 1/5/18-1/25/18
589289	21-Mar-2018	1,766.65		KELLY SERVICES INC	SCHMID, L - ORDER A2342 - W/E 03/12/18 - IT

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INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount		Vendor Name	Description
589239	21-Mar-2018	894.01		COMMUNITY HOUSING RESOURCE CTR	PROJ 414747 - REHAB CLIENT ELIGIBILITY/LOAN PROCESSING - 18JAN - CDBG FUNDING
589240	21-Mar-2018	856.47		CORE & MAIN LP	ACCT 110866 - OPERATING SUPPLIES - OPS CENTER
589241	21-Mar-2018	22,484.05		COUNCIL FOR THE HOMELESS	PROJ 414732 - HOUSING SOLUTIONS CENTER - 18FEB - CDBG FUNDING
589242	21-Mar-2018	180.00		CRAIG SIEGEL	17FEB UMPIRE SERVICES FOR BOYS TENNIS TOURNAMENT 2/16/18-2/19/18 - VTC
589243	21-Mar-2018	124.50		Craig, Gavin Michael	TRAVEL
589244	21-Mar-2018	46,401.80		CRITICAL INFORMATICS INC	2018 CRITICAL INSIGHT MANAGED DETECTION/RESPONSE SUBSCRIPTION - INFO TECH - RECEIPT 133523 BY J SCHOESSLER PER E-MAIL
589245	21-Mar-2018	61.53		CROWN ELECTRIC	PERMIT WITHDRAWN
589246	21-Mar-2018	299.85		CYNDI HARRIS	SETTLEMENT RE: CYNDI HARRIS - DOL: 01/24/18 - RISK
589247	21-Mar-2018	25.00		CYNTHIA JONES	REF OVERPMT PKG CIT 7201001134
589248	21-Mar-2018	65.00		DAVID ICKERT	18FEB - PARKING STALL RENTAL - MEDIA SERVICES
589249	21-Mar-2018	975.06		DKS ASSOCIATES	ACCR17 - PROJ 14130-008 - VANCOUVER MAIN ST FIBER EXTENSION - THRU 04/28/17 - MP ENG - RECEIPT 133691 BY N KERFOOT PER E-MAIL
589250	21-Mar-2018	2,608.24		EAGLE WEB PRESS	THE MESSENGER POSTAGE - 18MAR - MEDIA SERVICES
589251	21-Mar-2018	4,769.60		EARTHWORKS EXCAVATING	SCIP CONTRACTOR PMT- MARTIN (3005 NE 129TH AVE)
589252	21-Mar-2018	8,472.08		ERIC LANCIAULT ARCHITECT	SUMMARY: DESIGN/ENGINEERING SERVICES - OP CENTER/FACILITIES
589253	21-Mar-2018	3,029.00		ERICKSON STRUCTURAL CONSULTING ENGINEERS PC	02/15/18 - PLAN REVIEW SERVICES - CMI-233012 - HOTEL INDIGO - CED - PO 88478/ RECEIPT 133795 FOR REVISED INV BY B THOMAS PER E-MAIL
589254	21-Mar-2018	3,500.00		ERIKSON & ASSOC CLIENT TRUST ACCOUNT	SETTLEMENT RE: LILLIE, ET AL. - RISK
589255	21-Mar-2018	8,016.42		ESTHER SHORT COMMONS LLP	APR 18 ESTHER SHORT RETAIL SPACE
589256	21-Mar-2018	20.00		ETHAN/MICHELLE CLAYTON	REF ALARMS
589257	21-Mar-2018	691.59		F A BARTLETT TREE EXPERT CO	ACCT 0519215 - TREE/PLANT INSTALLATION SERVICES WITH 5-YR GUARANTEE - 1 TREE - 13808 SE 14TH ST - THRU 01/19/18 - URBAN FORESTRY
589258	21-Mar-2018	7,093.59		FIRE MOUNTAIN FARMS INC	2017 QUOTE 4 LAGOON SOLIDS - RETAINAGE RELEASE
589258	21-Mar-2018	6,713.47		FIRE MOUNTAIN FARMS INC	BID 11-14 - RETAINAGE RELEASE
589259	21-Mar-2018	1,517.60		FIRE SYSTEMS WEST	WO 322134 - CUST VANC - INTERNAL ON BACKFLOW/HYDRO FDC PIPING/INTERNAL WET & DRY SYSTEMS - BROOKSIDE NORTH STORAGE - 2323 GENERAL ANDERSON - THRU 02/09/18 - OP CENTER - RECEIPTS 133280 & 133281 BY P NEWTON PER E-MAIL
589259	21-Mar-2018	853.65		FIRE SYSTEMS WEST	WO 322517 - CUST VANC - RESET DRY SYSTEM ZONE 8/INSTALL TEMP SERVICE COMPRESSOR - TOWN PLAZA - 5403 & 5411 E MILL PLAIN BLVD - THRU 02/23/18 - OP CENTER - RECEIPT 133273 BY P NEWTON PER E-MAIL
589259	21-Mar-2018	520.32		FIRE SYSTEMS WEST	WO 322558 - CUST VANC - ELIMINATE AIR MAINTENANCE DEVICE/ADJUST SWITCHES - FIRE STN 6 - 3216 NE 112TH - THRU 02/23/18 - OP CENTER - RECEIPT 133271 BY P NEWTON PER E-MAIL
589260	21-Mar-2018	207.00		FOLEY & MANSFIELD PLLP	MATTER ID 016821-000001 - PROJ 922299 - LEGAL SERVICES RE: C MURRAY V COV - THRU 02/28/18 - DOL: 04/20/15 - INVOKE VMC 3.05.200(2) - RISK
589261	21-Mar-2018	59.41		FREDERICK VANKUREN	REF 600 SCIP LOAN
589262	21-Mar-2018	40.69		FRONTIER COMMUNICATIONS	ACCT 253-007-9377-072604-5 - 03/10/18-04/09/18 - FISHERS GROVE LIFT STATION
589263	21-Mar-2018	5,449.20		GALLS LLC	ACCT 1001096190 - FIRE UNIFORM - FIRE
589264	21-Mar-2018	826.81		GB MANCHESTER INC	WO 4554 - QUOTE 15 - ADD CAT6A CABLES FROM 1ST FL MDF TO MAINTENANCE OFFICE - 4 EA - THRU 02/20/18 - CITY HALL - 415 W 6TH ST - INFO TECH - RECEIPT 133231 BY J SCHOESSLER PER E-MAIL
589264	21-Mar-2018	995.11		GB MANCHESTER INC	WO 4556 - QUOTE 16 - DEMO FIBER CABLE - THRU 02/20/18 - PETLOCK BLDG - 615 W 6TH ST - INFO TECH - RECEIPT 133233 BY J SCHOESSLER PER E-MAIL

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Check Number	Check Date	Amount		Vendor Name	Description
589202	21-Mar-2018	1,489.22		AT&T MOBILITY II LLC	ACCT 287253610004 - CELL PHONE CHARGES - 02/05/18-03/04/18 - CONSTRUCTION
589203	21-Mar-2018	9,488.43		AT&T MOBILITY II LLC	ACCT #287256310986 - CELL PHONE WIRELESS CHARGES - 02/05/18-03/04/18 - OPS CENTER
589204	21-Mar-2018	656.51		BERGER ABAM INC	PROJ A17.0026.00 - EVERGREEN HWY TRAIL ENVIRO PROC & PERM - THRU 02/16/18 - CONSTRUCTION - RECEIPT 133412 BY L PETERSEN PER E-MAIL
589204	21-Mar-2018	1,623.32		BERGER ABAM INC	PROJ A18.0032.00 - FIRE FACILITATION - THRU 02/16/18 - CMO
589205	21-Mar-2018	4,332.81		BOUND TREE MEDICAL LLC	SUMMARY: MEDICAL SUPPLIES - FIRE
589206	21-Mar-2018	2,363.01		BROADWAY INVESTORS LLC	APR 18 COLUMBIA BANK PARKING
589207	21-Mar-2018	8,955.39		BROWN & WILSON PARTNERSHIP LLC	APR 18 DOMESTIC VIOLENCE LEASE
589208	21-Mar-2018	224.37		Buckland, Cyle W	BOOT REIMBURSEMENT
589209	21-Mar-2018	25.00		CAROLYN YODER	REF OVERPMT PKG CIT 7200405369
589210	21-Mar-2018	99.00		Cary, Michelle Jean	PROFESSIONAL LICENSE REIMBURSEMENT FOR MICHELLE CARY
589211	21-Mar-2018	4,844.16		CASCADE CENTERS INC	PROJ EAP AB - MONTHLY EMPLOYEE ASSISTANCE PROGRAM - 18JAN - HR - RECEIPT 133765 BY A BAFUS PER E-MAIL
589212	21-Mar-2018	130.67		CASCADE RADON INC	COUNTY ADDRESS
589213	21-Mar-2018	1,072.00		CASCADE RADON INC	JOB 18-C006L - RADON TESTING - 02/20/18 - VPD/HQ - 605 EVERGREEN BLVD - FACILITIES
589214	21-Mar-2018	10,818.08		CENTURY WEST ENGINEERING CORP	PROJ 41004.010.02 - PEARSON FIELD AIRPORT EA - THRU 02/23/18 - CMO
589215	21-Mar-2018	231.65		CINTAS CORP NO 2	CUST 3570 - ACCT 03570 - LOC F80 - EXTINGUISHER INSPECTION/PURCHASE - EQUIP SERVICES - RECEIPT 133518 BY J CHICK
589216	21-Mar-2018	6.60		CLARK COUNTY	ACCT 159373456 - 2018 TAX AND ASSESSMENT - CLEAN WATER PROGRAM
589217	21-Mar-2018	1,848.00		CLARK COUNTY	CUST 1828 - PARKING SPACES FOR CJC VPD - VPD
589218	21-Mar-2018	3,001.00		CLARK COUNTY	RECORDING FEES - FEBRUARY 2018
589219	21-Mar-2018	3,646.00		CLARK COUNTY	RECORDING FEES- JANUARY 2018
589220	21-Mar-2018	45.00		CLARK COUNTY GENEALOGICAL SOCIETY	2018 JOINT MEMBERSHIP RENEWAL - CMO
589221	21-Mar-2018	775.00		CLARK COUNTY HEALTH DEPT	ACCT AR0001415 - POOL & SPA PERMIT (YEAR ROUND) - 03/01/18 - MARSHALL CTR
589221	21-Mar-2018	1,040.00		CLARK COUNTY HEALTH DEPT	ACCT AR0004158 - POOL & SPA PERMIT (YEAR ROUND) - 03/01/18 - FIRSTENBURG COMM CTR
589221	21-Mar-2018	646.64		CLARK COUNTY HEALTH DEPT	ACCT AR0022949 -SW PERMIT (GENERAL) - PROGRAM/ELEMENT 2110 SW PERMIT (GENERAL) - 02/27/18 - MP ENG
589222	21-Mar-2018	500.00		CLARK COUNTY HISTORICAL MUSEUM	2018 MEMBERSHIP RENEWAL - CMO
589223	21-Mar-2018	3,500.00		CLARK COUNTY SUPERIOR COURT	SETTLEMENT RE: LILLIE, ET AL. - RISK
589224	21-Mar-2018	214.50		CLARK COUNTY TITLE CO	LENDERS POLICY K DORSETT
589224	21-Mar-2018	59.86		CLARK COUNTY TITLE CO	ORDER CL3609 - WARRANTY DEED/EASEMENT/QUIT CLAIM DEED/EXCISE TAX FEES/RECORDING FEE - TALBITZER - 03/07/18 - CONSTRUCTION
589225	21-Mar-2018	304,160.05		CLARK PUBLIC UTILITIES	SUMMARY: ELECTRICITY
I					
589234					
589235	21-Mar-2018	5,149.00		CNC	SCIP CONTRACTOR PMT- DUNHAM (7712 NE 126TH AVE)
589236	21-Mar-2018	3,014.29		COLUMBIA RESOURCE COMPANY	ACCT 130625 - 18FEB - LITTER DISPOSAL FEE - OPS CENTER
589236	21-Mar-2018	13,933.17		COLUMBIA RESOURCE COMPANY	ACCT 990002 - 18FEB - ASH DISPOSAL - MP ENG - RECEIPT 133741 BY L JONES
589237	21-Mar-2018	13.64		COMCAST CABLE COMMUNICATIONS INC	8778 10 101 2442215 - 03/15/18-04/14/18 - VPD EAST PRECINCT
589238	21-Mar-2018	106.11		COMCAST CABLE COMMUNICATIONS INC	ACCT 8778 10 101 3663710 - CURRENT CHARGES - 03/07/18-04/06/18 - FOR SERVICE AT 4415 E 5TH ST - IT
589239	21-Mar-2018	944.55		COMMUNITY HOUSING RESOURCE CTR	ACCR17 - PROJ 414747 - REHAB CLIENT ELIGIBILITY/LOAN PROCESSING - 17DEC - CDBG FUNDING

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Check Number	Check Date	Amount		Vendor Name	Description
119358	20-Mar-2018	15,307.79		HEALTH SMART BENEFITS SOLUTIONS INC	***WIRE*** WEEKLY CLAIMS FOR HEALTH SMART, WEEK 3 OF MARCH
119359	20-Mar-2018	26,234.14		GALLAGHER BASSETT SERVICES INC	***WIRE*** WORKERS' COMP FUNDING / MESSAGE ID: 39731796
119360	21-Mar-2018	47,334.02		BANK OF AMERICA	***WIRE*** 18FEB MERCHANT SERVICES FEES - TREASURY
119361	22-Mar-2018	45,224.76		RELIASTAR LIFE INSURANCE CO	***WIRE*** STOP LOSS PREMIUM JANUARY
119362	22-Mar-2018	45,604.80		RELIASTAR LIFE INSURANCE CO	***WIRE*** STOP LOSS PREMIUM FEBRUARY
119363	22-Mar-2018	46,079.85		RELIASTAR LIFE INSURANCE CO	***WIRE*** STOP LOSS PREMIUM MARCH
119364	22-Mar-2018	646,347.24		OPERATIONS MANAGEMENT INTERNATIONAL INC	***WIRE*** - 18FEB - PROJ 664927.03 L3 P2 S0 S1 & UV - CUST 003143 - REF VANC - OPERATION OF THE VANCOUVER WASTEWATER TREATMENT FACILITIES - MP ENG
119365	23-Mar-2018	21,200.00		WASHINGTON STATE FIREFIGHTERS	***WIRE*** PAYROLL
119366	23-Mar-2018	19,865.34		ING	***WIRE*** PAYROLL
119367	23-Mar-2018	11,345.62		ALLEGIANCE BENEFIT PLAN MANAGEMENT	***WIRE*** PAYROLL
119368	23-Mar-2018	52,444.61		STATE OF WASHINGTON 457	***WIRE*** PAYROLL
119369	23-Mar-2018	16,572.81		WESTERN STATES HEALTH &	***WIRE*** PAYROLL
119370	23-Mar-2018	75.00		HRA VEBA PLAN	***WIRE*** PAYROLL
119371	23-Mar-2018	6,155.89		ICMA 401A	***WIRE*** PAYROLL
119372	23-Mar-2018	750.00		VANCOUVER FIRE COMMAND OFFICERS	***WIRE*** PAYROLL
119373	23-Mar-2018	25,241.87		VANCOUVER FIREFIGHTERS UNION HEALTH	***WIRE*** PAYROLL
119374	23-Mar-2018	168,900.50		ICMA CORP	***WIRE*** PAYROLL
119375	23-Mar-2018	153.52		OREGON SDU	***WIRE*** PAYROLL
119376	23-Mar-2018	5,559.14		WASHINGTON SDU	***WIRE*** PAYROLL
119377	26-Mar-2018	603,828.87		PNC BANK NATIONAL ASSOCIATION	***WIRE*** PNC PAYMENT TO COVER 03/20/18 STATMENT
119378	26-Mar-2018	742,485.80		INTERNAL REVENUE SERVICE	***WIRE*** 06 2018 PAYROLL TAXES; FEDERAL W/H
119379	26-Mar-2018	13,010.35		ACTIVE NETWORK INC	***WIRE*** ACTIVENET FEES - 03/01/18-03/20/18 - TREASURY
119380	26-Mar-2018	90,186.92		BLUE CROSS BLUE SHIELD OF OR	***WIRE*** BLUE CROSS WEEKLY CLAIMS WEEK 3 OF MARCH
119381	26-Mar-2018	94.50		GOVERNMENT REVENUE SOLUTIONS HOLDINGS I LLC	***WIRE*** LTC DISCOVERY SERVICES THRU 03/16/18 - TREASURY
589189	21-Mar-2018	4,400.00		ACCENT BUSINESS SERVICES INC	ALI ZULFI - W/E 02/17/18 - INFO TECH - RECEIPT 133173 BY J SCHOESSLER PER E-MAIL
589190	21-Mar-2018	718.00		ACCURATE CORPORATE SERVICES INC	02/12/18 - MOVE PRODUCT FROM MEZZANINE TO HABITAT FOR HUMANITY RE-STORE - CITY HALL - FACILITES
589191	21-Mar-2018	110.20		ADT LLC	PERMIT WITHDRAWN
589192	21-Mar-2018	224.06		ADVANCE STORES CO INC	SUMMARY: PARTS FOR REPAIR AND MAINTENANCE - EQUIP SERVICES
589193	21-Mar-2018	37.64		AIRGAS NOR PAC INC	PAYER 2363679 - SHIP TO 2335879 - COMPRESSED GAS - 02/20/18 - FIRE STATION 5
589194	21-Mar-2018	803.00		ALLEGHENY ANSWERING SERVICE	ACCT 2134 - 18MAR - TELEPHONE ANSWERING SERVICES - OP CENTER - RECEIPT 133742 BY P NEWTON PER E-MAIL
589195	21-Mar-2018	6,440.82		ALLEGIANCE BENEFIT PLAN MANAGEMENT	RETIRED LEOFF 1 FIRE MEDICAL CLAIMS
589196	21-Mar-2018	14,244.27		ALLEGIANCE BENEFIT PLAN MANAGEMENT	RETIRED LEOFF POLICE MEDICAL CLAIMS
589197	21-Mar-2018	260.82		AMERICAN MEDICAL RESPONSE NORTHWEST INC	MEDICAL SUPPLIES - 02/23/18 - FIRE
589198	21-Mar-2018	1,284.11		AMERICAN RENT A FENCE CORP	FENCING RENTAL - DECKER LOT - 4TH & COLUMBIA - RISK - PO 89608 PER J MCGEE
589199	21-Mar-2018	159.50		AMERICAN WATER WORKS ASSN	RENTAL DEPOSIT REFUND #3071
589200	21-Mar-2018	18.89		ARAMARK UNIFORM SERVICES INC	CUST 5121507 - MAT/TOWEL CLEANING - THRU 02/19/18 - WREC
589200	21-Mar-2018	55.48		ARAMARK UNIFORM SERVICES INC	CUST 792566477 - COVERALL CLEANING - THRU 02/21/18 - OP CENTER
589201	21-Mar-2018	4,227.60		ARBORSCAPE LTD INC	01/12/18 - TRIM TREES FOR CLEARANCE - ARNOLD PARK (NE ST JOHNS & NE 41ST ST) AND BURNT BRIDGE CREEK TRAIL (E 18TH & N DEVINE) - OP CENTER - PO 89691 - RECEIPTED BY P TANDY PER E-MAIL

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

City of Vancouver
Payroll Council Report
March 20, 2018 - March 26, 2018

Check No.	Date	Explanation	Amount
90604-90689	03/22/18	6 2018 Payroll	$ 24,523.32
N/A	03/22/18	6 2018 Direct Deposit	$ 2,712,959.70

$ 2,737,483.02