February 22, 2021 - Vancouver City Council Meeting Minutes

WORKSHOPS

Workshops were conducted remotely over video conference utilizing a GoToMeeting platform. Members of the public were invited to view the meeting via the live broadcast on www.cvtv.org and CVTV cable channels 23 or HD 323, or on the City's Facebook page, www.facebook.com/VancouverUS, or listen via the GoToMeeting conference call.

Councilmember Hansen absent from workshops.

4:15-5:00 p.m. Multifamily Tax Exemption Program - Phase 1 Updates

Chad Eiken, Community and Economic Development Director, 360-487-7882; Peggy Sheehan, Community Development Programs Manager, 360-487-7852

Summary
Staff provided Council with an overview of proposed phase 1 updates to the Multifamily Tax Exemption Program and sought Council feedback on the proposals.

5:00-6:00 p.m. Community Task Force on Policing

James McElvain, Vancouver Police Chief, 360-487-7423; Tanya Gray, Performance Analyst, 360-487-8485

Summary
Staff provided Council with an update on the work of the Community Task Force on Policing.

REGULAR COUNCIL MEETING

This meeting was conducted remotely over video conference utilizing a GoToMeeting platform. Members of the public were invited to view the meeting via the live broadcast on www.cvtv.org and CVTV cable channels 23 or HD 323, or on the City's Facebook page, www.facebook.com/VancouverUS. Public access and testimony on Consent Agenda and Public Hearing items were also facilitated via the GoToMeeting conference call.

Call to Order and Roll Call

The regular meeting of the Vancouver City Council was called to order at 6:30 p.m. by Mayor McEnerny-Ogle. This meeting was conducted remotely over video conference.

Present:	Councilmembers Paulsen, Lebowsky, Glover, Stober, Mayor McEnerny-Ogle; Councilmember Fox arrived at 6:32 p.m.
Absent:	Councilmember Hansen

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

Also present on the call were the following: Eric Holmes, City Manager; Jonathan Young, City Attorney; Amanda Delapena, Assistant to the City Council; Bill Bjerke, Operations Superintendent; Brent Boger, Assistant City Attorney; Tim Buck, Operations Manager; Tyler Clary, Water Engineering Program Manager; Chad Eiken, Community and Economic Development Director; Daphine Harris, VPD Finance and Logistics Supervisor; Rebecca Kennedy, Long Range Planning Manager; Aaron Lande, Program and Policy Manager; Dan Lloyd, Assistant City Attorney; James McElvain, Vancouver Police Chief; Bryan Monroe, Associate Planner; Peggy Sheehan, Community Development Programs Manager; Dan Zenger, Fleet Services Superintendent; and members of the public.

Approval of Minutes

Minutes - January 25, 2021

Motion by Councilmember Glover, seconded by Councilmember Lebowsky, and carried unanimously to approve the meeting minutes of January 25, 2021.

Minutes - February 1, 2021

Motion by Councilmember Stober, seconded by Councilmember Paulsen, and carried unanimously to approve the meeting minutes of February 1, 2021.

Citizen Communication (Items 1-7)

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

- Glen Yung, Vancouver, spoke regarding Item 4, and asked whether a determination had been made about whether the three abutting properties to the subject annexation would be eligible to be annexed without the 60 percent petition method, and if so, whether the owners of those properties have been notified.

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

Consent Agenda (Items 1-7)

Council requested Items 4 and 6 be pulled for separate discussion.

Councilmember Stober requested a staff response to the citizen testimony received regarding Item 4.

Bryan Monroe, Associate Planner, stated staff had not reached back out the adjacent property owners since the original outreach had been completed. He stated by themselves, each of those properties would not be eligible to be annexed into the city under the unincorporated island provision, but if all three were brought in at the same time, they may be. He stated he would confirm what percentage of the annexed area those properties would make up and whether as a whole they would be eligible under that provision and bring back an update to Council at the second reading and public hearing for this annexation.

Regarding Item 6, Councilmember Stober expressed concerns that the definitions for the tiered priorities in the retreat summary report have been reported differently than on the chart attached to the report and stated those two sections should be reconciled. He also expressed concerns about some of the specific language used in the report. He requested the report be returned to staff to clarify these items.

Councilmember Stober also noted that since the retreat in January, Council had raised the need for several new policy items, and it would be useful for Council to discuss those new issues and determine how to integrate them into the priorities that were set during the retreat. He suggested that Council have further conversation about their priorities at a future date.

Councilmember Glover stated she has some of the same concerns as Councilmember Stober, stating the Council had several hours of good conversation at the retreat, but she felt there was still work to be done to solidify the Council's priorities and set some definite goals for the year.

Councilmember Glover agreed and stated a future discussion would help cement the direction for the Council and ensure they are clear about priorities.

Councilmember Stober suggested the Council start with a clean document that memorializes what occurred at the retreat and then discuss how to integrate additional priorities.

Councilmember Paulsen stated he was supportive of taking additional time to ensure clarity on the Council's priorities.

City Manager Eric Holmes confirmed there would be a block of workshop time set aside in March for the Council to have that discussion.

Council requested the retreat report be returned to staff for clarifications.

Motion by Councilmember Stober, seconded by Councilmember Fox, and carried unanimously to approve Items 1-5 and 7 of the Consent Agenda. Item 6 was returned to staff for further development.

1. Continued Use of Sourcewell Vactor Contract 122017-FSC-2

Staff Report 028-21

Summary

The City uses Sourcewell contract 122017 FSC-2 to purchase Vactor brand catch basin cleaners, water jetters, vacuum excavators, combination sewer cleaners, and hydro excavators. Sourcewell is a national purchasing cooperative.

Staff is requesting authorization to use this contract to purchase up to the Council approved annual budgeted amount for these commodities through the the end of the contract, which is February 20, 2022, and into any extended period negotiated by Sourcewell.

Request: Authorize the City Manager or their designee to approve purchases under the Sourcewell contract 122017-FSC-2 for the life of the contract with Vactor brand authorized dealers.

Dan Zenger, Fleet Services Superintendent, 360-487-8205

Motion approved the request.

2. **Continued Use of Sourcewell Vaccon Contract 122017-AMI/VAC**

Staff Report 029-21

Summary

The City uses cooperative purchase via Sourcewell Contract 122017-AMI/VAC to procure Vaccon brand truck mounted combination water and air sewer cleaners, hydro-excavation machines, jetter machines, and vacuum loader trucks. Sourcewell is a national purchasing co-operative.

Staff is requesting authorization to use this contract to purchase up to the Council approved annual budgeted amount for these commodities through the end of the contract, which is February 20, 2022, and into any extended period negotiated by Sourcewell.

Request: Authorize the City Manager or their designee to approve purchases under the Sourcewell contract 122017-FSC-2 for the life of the contract with Vaccon brand authorized dealers.

Dan Zenger, Fleet Services Superintendent, 360-487-8205

Motion approved the request.

3. **Ammunition Purchase for Vancouver Police Department**

Staff Report 030-21

Summary

The City purchases ammunition through San Diego Police Equipment under Washington State Contract #02616. Purchases are expected to exceed the current $300,000 threshold, requiring Council approval. The raising of this threshold to a maximum of $700,000 for the next additional three years, ending December 31, 2023, will enable Vancouver Police Department to continue to purchase ammunition in a quick manner while taking advantage of the Washington State Contract's competitive pricing.

Request: Authorize the City Manager or his designee to continue to purchase_ammunition from San Diego Police Equipment of San Diego, CA, under Washington State Contract #02616, up to a maximum of $700,000 through December 31, 2023.

James McElvain, Vancouver Police Chief, 360-487-7473; Daphine Harris, VPD Finance and Logistics Supervisor, 360-487-7498

Motion approved the request.

4. **Kitterman Annexation**

Staff Report 031-21

AN ORDINANCE relating to approval of an annexation pursuant to RCW 35.13.125; establishing the geographic extent, defining the comprehensive plan and land use designations, and determining the assumption of all or any portion of existing city indebtedness; accepting the certified petition supporting annexation; and providing for an effective date for the Kitterman annexation.

Summary

City staff received a formal annexation petition from a single property owner. The annexation site is .74 acres in size and located at 5115 NE Hazel Dell Avenue which is generally west of Interstate 5 and north of Newhouse Road. The annexation area also includes a parcel of the Washington State right-of-way that is the Burnt Bridge Creek Trail entrance on the east side of Hazel Dell Avenue. Surrounding property uses include Interstate 5 to the east, commercial to the north and south, and residential to the west. The site contains one vacant structure. The applicant intends to redevelop the property in the future. The site is served by the City water and sewer utilities systems.

The current Clark County Comprehensive Plan designation is Commercial (C) with a zoning designation of Community Commercial (CC). Upon annexation into the City of Vancouver the Comprehensive Plan and zoning designation will remain Commercial (COM) and Community Commercial (CC).

At the October 19, 2020, public meeting Council adopted resolution M-4101 to allow the annexation to proceed. The applicant submitted a formal annexation petition that was certified by the Clark County Assessor's office on January 8, 2021. The site has been posted with the hearing dates and relevant information. A public notice was published in the Columbian on January 19, 2021. Staff received two phone calls regarding the project asking about the type of development planned. No objections to the annexation were received.

Request: On Monday, February 22, 2021, approve ordinance on first reading, setting date of second reading and public hearing for Monday, March 1, 2021.

Bryan Monroe, Associate Planner, 360-487-7958

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

Motion approved the request.

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

Staff Report 032-21

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

Summary

The Heights District Subarea is identified as a future urban center in the City of Vancouver Comprehensive Plan. In order to establish a vision for the area and guide its future growth and development, the City of Vancouver is undertaking a subarea planning process for the Heights District. In June 2017, the Vancouver City Council approved the purchase of an 11.83-acre parcel known as the Tower Mall site. Following the purchase of the property, Council adopted a six-month development moratorium for the site and adjacent properties in the Tower Mall area, and has adopted seven subsequent ordinances continuing the temporary moratorium, in November 2017, May 2018, November 2018, April 2019, October 2019, March 2020, and September 2020. This temporary moratorium prohibits the acceptance and processing of applications for permits for the development of new structures, the expansion of existing structures, or subdivisions in the Tower Mall area.

After purchase of the Tower Mall site in May 2017, the City initiated a subarea planning process for the 205-acre Heights District. Over the last three years, City staff and a consultant team have conducted extensive public outreach on the future of the Heights District, including one-on-one meetings, focus groups, group presentations, large public open houses, and online surveys. Staff have heard from a variety of stakeholders, including neighborhood associations, property owners, residents, Vancouver Public Schools, C-TRAN, the faith community, social service providers, non-profit organizations, community members with mobility challenges and people with disabilities, and a 20-member Community Advisory Committee that met monthly throughout much of the planning process and helped guide project decision-making.

In addition to public outreach, the project team has completed a detailed

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

In the second half of 2019, the project team continued to refine the Redevelopment Plan for the former Tower Mall, and incorporated this into a draft Heights District Plan that includes polices and recommendations for the entire District as well as those specific to the Redevelopment Area. District-wide recommendations related to land use, transportation, housing, economic development, parks and open space, and sustainability are included in the draft plan.

A public comment draft of the plan was released in November 2019, in advance of planned workshops with the Planning Commission and the City Council. Based on feedback gathered through ongoing public engagement, the draft plan was refined and an updated draft was released in January 2020. Along with the updated Plan document, a Draft Environmental Impact Statement (DEIS) was also released on January 23, 2020, and provided an analysis of environmental impacts and mitigation measures for the project alternative. In response to public feedback, the DEIS public comment period was extended from 30 to 120 days, and closed on May 22, 2020. On July 10, 2020, the Planned Action Final Environmental Impact Statement (FEIS) for the Heights District Plan was released, and included a new chapter that listed all questions and comments received through the Draft EIS public comment period, and provided responses to all substantive comments.

In July 2020, staff initiated a series of four workshops with Council to review the Heights District Plan recommendations in detail, in advance of a public hearing for adoption of the Plan. Following these and a first reading on August 10, 2020, Council adopted the Heights District Plan on August 17, 2020

Forthcoming policy and regulatory updates are necessary to ensure future development aligns with the vision articulated in the Heights Plan. This includes the adoption of a new Heights Mixed Use zoning district and associated standards and design guidelines. This process is underway *including three workshops with the Planning Commission and one workshop with the City Council, as well as additional outreach with all project stakeholders. Staff anticipates holding additional workshops with Planning Commission and City Council in the next several months, with anticipated adoption this summer.*

Continuation of the moratorium allows staff the time to complete the subarea planning process that is underway, specifically the development of updated zoning standards and design guidelines A continuation of the temporary moratorium is necessary to ensure that future development aligns with the vision articulated in the forthcoming plan.

Staff anticipates that this will be the last continuation of the moratorium, and that it will allow for completion and adoption of new Heights development regulations.

Request: On Monday, February 22, 2021, approve ordinance on first reading, setting date of second reading and public hearing for Monday, March 1, 2021.

Rebecca Kennedy, Long Range Planning Manager, 360-487-7896; Chad Eiken, Community and Economic Development Director, 360-487-7882

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

Motion approved the request.

6. Approval of Council Retreat Report

Request: Approve the summary report for the January 2021 City Council retreat.

Eric Holmes, City Manager

Item returned to staff for further development.

7. Approval of Claim Vouchers

Request: Approve claim vouchers for February 22, 2021.

Motion approved claim vouchers for February 22, 2021, in the amount of $13,584,261.95.

Public Hearings (Item 8)

8. **Amendments to VMC 13.04 - Cemetery Regulations**

Staff Report 027-21

AN ORDINANCE relating to city cemeteries; adding VMC 13.04.005 and 13.04.095; amending VMC 13.04.010, 13.04.020, 13.04.030, 13.04.080, 13.04.085, 13.04.092, 13.04.110, 13.04.120, 13.04.200, 13.04.210, 13.04.230, 13.04.260, 13.04.272, 13.04.330, 13.04.350, 13.04.360, 13.04.370, 13.04.380, 13.04.430, 13.04.440, 13.04.460, 13.04.470, 13.04.480, 13.04.530, 13.04.620; repealing VMC 13.04.070, 13.04.090, 13.04.093, 13.04.140, 13.04.250, 13.04.271, 13.04.280, 13.04.290, 13.04.450, 13.04.490, 13.04.500, 13.04.510, 13.04.560, 13.04.570, 13.04.600; and providing for ratification, severability, and an effective date.

For more than 100 years, the City of Vancouver has operated two cemeteries: Old City Cemetery and Park Hill Cemetery. Seventeen years ago, the City received a land donation that provided the City with the opportunity to own and operate the oldest established cemetery in Clark County, Fisher Cemetery. However, the City never updated its cemetery code to account for the third cemetery. Coupled with a recent judicial decision authorizing the City to remove a cemetery dedication of a 10-acre parcel from Park Hill Cemetery, the present time afforded staff with a ripe opportunity to examine necessary changes to the City's Cemetery Code.

During this research, staff discovered two conflicting sections in chapter 13.04 VMC. VMC 13.04.092 delegated to staff the ability and responsibility to revise cemetery pricing, but VMC 13.04.090, which legislatively established a fixed price schedule, remained in the City's municipal code. Research revealed that the City Council likely intended to permanently allow staff to administratively amend pricing, but failed to include the necessary language in a 1993 ordinance to repeal the legislatively set schedule. This research further revealed that numerous other sections in the Code are now outdated, no longer applicable, or simply incorrect.

Below is a summary of the proposed changes, intended to bring the City's code up to current industry practices as well as resolve potential conflicts:

1. *Enacts a definitions section to ensure consistency throughout the code, and recognizes a "lead cemetery official" to be responsible for the maintenance and operation of the cemeteries.*
2. *Places cemetery operation under the umbrella of the Department of Public Works.*
3. *Redefines the right purchased to be a right of interment instead of a deed.*

4. *Permanently delegates to staff the ability to amend prices to further Council's original intent of charging rates between 90% and 100% of similarly charged services.*
5. *Establishes regulations for disinterment (when human remains may be removed), as this was previously unregulated.*
6. *Modernizes the city's regulations for liners, graves, and memorial.*
7. *Consolidates duplicitous sections of the code for simplicity.*
8. *Eliminates provision for cremation services, which the City no longer offers.*

Staff has prepared a matrix that accompanies this report detailing each section in chapter 13.04 VMC that is added, amended, or repealed, along with commentary as to the reason for the proposed action.

Request: On Monday, February 22, 2021, subject to second reading and public hearing, approve the ordinance.

Bill Bjerke, Operations Superintendent, 360-487-8245; Dan Lloyd, Assistant City Attorney, 360-487-8500

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

Bill Bjerke, Operations Superintendent, provided a summary of the proposed code amendments.

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

- Galina Burley, Vancouver, spoke in support of the proposed code amendments.

There being no further testimony, Mayor McEnerny-Ogle closed the public hearing.

Motion by Councilmember Fox, seconded by Councilmember Stober, and carried unanimously to approve Ordinance M-4329.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Adjournment

7:32 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

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

March 1, 2021 -
Vancouver City Council Meeting Minutes

WORKSHOPS

Workshops were conducted remotely over video conference utilizing a GoToMeeting platform. Members of the public were invited to view the meeting via the live broadcast on www.cvtv.org and CVTV cable channels 23 or HD 323, or on the City's Facebook page, www.facebook.com/VancouverUS, or listen via the GoToMeeting conference call.

Councilmember Lebowsky absent from workshops.

4:00-5:00 p.m. 2021 CDBG, HOME, and Affordable Housing Fund Application Prioritization

Peggy Sheehan, Community Development Programs Manager, 360-487-7952; Andrew Westlund, Assistant Planner; Bryan Monroe, Associate Planner

Summary
Staff provided Council with an overview of the proposed grant awards for the 2021 CDBG, HOME, and Affordable Housing Fund programs.

5:00-6:00 p.m. VPD Drug Enforcement Activities

Mike Lester, Assistant Police Chief, 360-487-7494; James McElvain, Vancouver Police Chief

Summary
Vancouver Police Department staff provided Council with an update of the department's drug enforcement activities and regional partnerships.

REGULAR COUNCIL MEETING

This meeting was conducted remotely over video conference utilizing a GoToMeeting platform. Members of the public were invited to view the meeting via the live broadcast on www.cvtv.org and CVTV cable channels 23 or HD 323, or on the City's Facebook page, www.facebook.com/VancouverUS. Public access and testimony on Consent Agenda and Public Hearing items were also facilitated via the GoToMeeting conference call.

Call to Order and Roll Call

The regular meeting of the Vancouver City Council was called to order at 6:30 p.m. by Mayor McEnerny-Ogle. This meeting was conducted remotely over video conference.

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

Absent: Councilmember Lebowsky

Motion by Councilmember Glover, seconded by Councilmember Stober, and carried unanimously to excuse Councilmember Lebowsky.

Also present on the call were the following: Eric Holmes, City Manager; Jonathan Young, City Attorney; Amanda Delapena, Assistant to the City Council; Teresa Brum, Economic Development Division Manager; Chad Eiken, Community and Economic Development Director; Julie Hannon, Parks and Recreation Director; Aaron Lande, Program and Policy Manager; Ryan Lopossa, Streets and Transportation Manager; Andy Meade, Marshall Recreation Center Director; Bryan Monroe, Associate Planner; Andrew Reule, Senior Planner; Peggy Sheehan, Community Development Programs Manager; Chris Sneider, Senior Civil Engineer; Alicia Sojourner, Diversity, Equity and Inclusion Director; and members of the public.

Approval of Minutes

Minutes - February 8, 2021

Motion by Councilmember Glover, seconded by Councilmember Fox, and carried unanimously to approve the meeting minutes of February 8, 2021

Proclamations:

Red Cross Month

Mayor McEnerny-Ogle read and presented a proclamation proclaiming March 2021 as Red Cross Month.

COVID Memorial Day

Mayor McEnerny-Ogle read and presented a proclamation proclaiming March 1, 2021, as COVID-19 Memorial Day.

Citizen Communication (Items 1-3)

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

Consent Agenda (Items 1-3

Council requested Item 1 be pulled for discussion as summarized below.

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

1. **Broadway Corridor Improvements**

Staff Report 033-21

Summary
The 2021 Broadway Corridor Project is being constructed as part of the Pavement Management program. This project involves paving with hot mix asphalt on Broadway from E. 13th Street to McLoughlin Blvd. It also involves replacing and upgrading existing sewer and water main. In addition, 300 linear feet of sidewalk will be repaired and 7 existing curb ramps will be upgraded to current ADA standards along corridor.

This is the first of two phases of the corridor improvement project. The second phase is scheduled for construction in 2022. The second phase will extend from E 6th Street to E 13th Street. It will also include upgrading the existing sewer and water mains, paving the full street width, and repairing damaged sidewalk.

On February 2, 2021, the City received seven bids for the subject project. The bids ranged from $1.3 to $1.6 million. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	***AMOUNT***
Catworks Construction, Vancouver, WA	*$1,349,727.70*
Clearwater Contracting, Nampa, ID	*$1,400,183.28*
Nutter Corporation, Vancouver, WA	*$1,400,869.92*
Lee Contractors, Battle Ground, WA	*$1,531,694.83*
Advanced Excavating, Longview, WA	*$1,588,403.32*
Moore Excavation, Fairview, OR	*$1,612,922.41*
Carlson Testing, Tigard, OR	*Non-responsive*
Engineers' Estimate	*$1,541,084*

There is a minimum apprenticeship goal of 4% of the utilized labor hours for this project. Catworks Construction of Vancouver, Washington, has submitted an Apprenticeship Utilization Plan to meet or exceed this goal by using approximately 298 hours of apprentice time of the estimated total of 5,049 applicable labor hours for the project.

Request: On March 1, 2021, award a construction contract for the 2021 Broadway Corridor Improvement Project to the lowest responsive and responsible bidder, Catworks Construction, Vancouver, Washington, at their bid price of $1,349,727.70, which includes applicable Washington State sales tax, and authorize the City Manager or designee to execute the same.

Chris Sneider, Senior Civil Engineer, 360-487-8239

Councilmember Stober noted that with this and other upcoming pavement management projects, the City would be opening up quite a bit of roadway and asked if there would be an opportunity to lay down conduit for fiber optics while the roadway was dug up.

Chris Sneider, Senior Civil Engineer, stated that was not something staff specifically had looked at for this project but something that could be evaluated.

Ryan Lopossa, Streets and Transportation Manager, stated Public Works staff will start looking into incorporating this into projects, and stated for this specific project, adding that conduit should be something that could be added through change orders to the project at a relatively low cost.

Motion approved the request.

2. Bid Award for Marshall Pool Resurface, per Bid # ITB 21-5

Staff Report 034-21

Summary

Marshall pool is currently closed after consultation with Clark County Health Department noted the deterioration of the current painted pool surfaces. The paint deterioration causes turbidity and water clarity issues during pool use and repainting is not a viable solution. A full resurfacing is the only remedy to the current issue. The detailed specifications in the current bid will ensure effective paint removal, surface preparation and installation of a durable and long lasting sprayed on fiberglass. This is the same product that was installed at Firstenburg Community Center in 2018.

On February 17, 2021, the City received 1 bid for the subject project for $428,180, from Advanced Pool Coatings of Loomis, CA. The Engineer's Estimate for this project was $400,000. The low bidder was responsive.

On February 17, 2021, the Parks and Recreation Advisory Commission reviewed and approved the bid results and recommended this item move forwarded expediently.

Request: On March 1, 2021, award a construction contract for the Marshall Pool Resurface project to the lowest responsive and responsible bidder, Advanced Pool Coatings, Loomis, CA, at their bid price of $428,180.00, which includes Washington State sales tax, and authorize the City Manager or designee to execute the same.

Andy Meade, Marshall Recreation Center Director, 360-487-7098; Justin Serface, Public Works Supervisor, 360-487-8386

Motion approved the request.

3. Approval of Claim Vouchers

Request: Approve claim vouchers for March 1, 2021.

Motion approved claim vouchers for March 1, 2021, in the amount of $3,456,882.56.

Public Hearings (Items 4-6)

4. Multifamily Tax Exemption: Bennett Apartments

Staff Report 035-21

A RESOLUTION of the City Council of the City of Vancouver approving an agreement with Ten Talents Investments 24, LLC for an 8 year property tax exemption for the property located on the city block between W 16th and 17th Streets and Columbia and Washington Streets (Tax Lots 52830000, 46570000, 56930000, 52780000, 52790000, 52800000) in Vancouver, Washington, as specifically described in Exhibit A.

Summary

Hurley Development LLC is requesting a multifamily tax exemption for a new mixed-use development. The proposed development will be a three-story mixed-use building containing 74 apartment units, 7,694 square feet of ground floor retail space and 33 on-site parking spaces. The project will meet minimum parking requirements through additional off-site spaces, adjacent on-street spaces, and allowable reductions.

The project site is located in the Vancouver City Center Vision District northwest of the intersection of Washington Street and W 17th Street. The project site consists of four existing buildings, two commercial and two single family residential. Three of the structures will be demolished to accommodate the new development. The larger commercial building facing Washington Street will be retained and integrated into the new building (residential units will be built above the existing ground floor retail space). The applicant has notified the existing tenants of the proposed project and is is working with the remaining tenants to relocate.

The requested tax exemption is for 8 years where 20% of the total units are reserved for tenants earning 100% area median income or less. Currently the HUD 100% area median income in the Portland/Vancouver MSA for a four-person household is $92,100. Limiting the monthly housing costs to 30% of the gross monthly income, the maximum monthly affordable rent for this income level would be $2,302.50 per month. The area median income changes overtime and is recalculated annually by HUD.

The proposed residential portion of the development will include studio, 1-bedroom, and 2-bedroom units, 15 of which will be income restricted units.

Per the applicant the unit types and rents will be:

- *48 studio units at $1,299 per month*
- *20 loft/studios units at $1,499 per month*
- *4 one-bedroom units at $1,599 per month*
- *2 two-bedroom units at $1,999 per month*

The total estimated development cost is $9.7 million. The City Center Redevelopment Authority reviewed the design of the development on

December 3, 2020, and recommended approval to staff. The CCRA reviewed the multi-family tax exemption request on February 18, 2021.

Over 20 years (with the exemption) the project is estimated to generate nearly $2.11 million in taxes benefiting all taxing districts (ports, county, city, etc.) with $682,000 specifically generated for the City of Vancouver. Potentially foregone revenue during the exemption is estimated at $613,000 for all taxing districts and $153,000 specifically for Vancouver. Without the proposed development and exemption, the site might remain primarily vacant foregoing the higher developed site tax revenues as well as income restricted residential housing units. Following the 8-year tax exemption period the project will return to the tax rolls at full taxable value.

Request: On Monday, March 1, 2021, following a public hearing, adopt a resolution approving an agreement with Hurley Development LLC and authorizing the City Manager or designee to execute a multi-family housing limited property tax exemption agreement and take any and all action necessary to enforce the terms thereof.

Peggy Sheehan, Community Development Programs Manager, 360-487-7952

Peggy Sheehan, Community Development Programs Manager, provided an overview of the proposed project and requested tax exemption.

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

- Terry Ibert, Vancouver, expressed concerns about the Multifamily Tax Exemption (MFTE) program and the impact the exemptions have on the cost of providing City services to the residents of these projects compounded with the loss of revenue during the exemption period. He expressed concerns regarding zoning issues and adding parking pressure to a part of the city where parking is already stressed.

There being no further testimony, Mayor McEnerny-Ogle closed the public hearing.

Councilmember Fox asked for clarification of the parking allowances for this project and the potential impacts on the surrounding neighborhood. Andrew Reule, Senior Planner, provided a summary of the minimum parking standards and allowances at the proposed location. Greg McGreevey, representing the applicant Hurley Development, explained that the project would also add about 36 more on-street parking spaces, which are not included or credited in the MFTE agreement. He stated the developer recognizes the parking challenges in the area, which also impact their project's marketability to potential tenants.

Councilmember Stober stated it seems as though the parking standards may need some policy work or perhaps better clarification. He noted it may be an appropriate issue for the the Parking Advisory Committee to look into. He reiterated he strongly disagrees with allowing this level of tax exemption without requiring a public benefit from the developers, which is why he would not be supporting this item.

Councilmember Glover asked whether the proposed project meets the City's current parking regulations. Ms. Sheehan and Mr. Reule confirmed it does. Councilmember Glover stated that the current exemption options are what are included in the City's municipal code and MFTE program, and the developers are following what is currently on the books. She stated it is frustrating if the Council changes expectations while the code remains, even while the Council is exploring improvements to the program based on ongoing questions.

Councilmember Hansen agreed with Councilmember Glover and the applicant is following the current code and policy. He stated he wished there was a better answer to the parking piece for this project.

Councilmember Paulsen agreed that it is not good form to change policy expectations in the midst of an approval process but to take a look at the policy separately to determine whether changes are needed. Regarding the matter of the costs associated with providing City services to tenants of a new multifamily project, he stated the costs would be less than what it would take to support the same number of single family residences so he is not concerned about that issue.

Councilmember Fox asked whether the current project would come in under the current thresholds for Area Median Income (AMI) and whether that would be grandfathered in if the Council makes changes to the AMI definitions for MFTE projects in the future. Ms. Sheehan stated it is her understanding that projects approved under the current AMI levels would be grandfathered in at those same levels if the Council made changes in the future. Councilmember Fox stated she could not support the MFTE program as it is because of those definitions of AMI and other outstanding questions the Council has raised and is working toward addressing with upcoming policy changes.

Councilmember Stober clarified that he was not calling for the parking standards on this specific project to be reviewed, but rather there is an opportunity to review policy standards as a whole and better understand what is currently allowed.

Councilmember Glover stated this project will really activate the surrounding area and support the City's work toward creating 20-minute walkable neighborhoods.

Mr. McGreevey stated he appreciates the larger policy discussion needed on housing and affordability in the community, and his company is looking to do good projects. He stated this project specifically will contribute towards densification and improving the housing stock. He noted the MFTE program is important to Hurley Development especially for projects like this because of the building code and banking regulations. He stated the best thing developers can have is predictability that if they submit an application that meets the current rules they can be confident it will be allowed to move forward.

Motion by Councilmember Glover, seconded by Councilmember Paulsen, and carried 4-2 to adopt Resolution M-4121 approving the request. Councilmembers Fox and Stober voted No.

5. Kitterman Annexation

Staff Report 031-21

AN ORDINANCE relating to approval of an annexation pursuant to RCW 35.13.125; establishing the geographic extent, defining the comprehensive plan and land use designations, and determining the assumption of all or any portion of existing city indebtedness; accepting the certified petition supporting annexation; and providing for an effective date for the Kitterman annexation.

Summary

City staff received a formal annexation petition from a single property owner. The annexation site is .74 acres in size and located at 5115 NE Hazel Dell Avenue which is generally west of Interstate 5 and north of Newhouse Road. The annexation area also includes a parcel of the Washington State right-of-way that is the Burnt Bridge Creek Trail entrance on the east side of Hazel Dell Avenue. Surrounding property uses include Interstate 5 to the east, commercial to the north and south, and residential to the west. The site contains one vacant structure. The applicant intends to redevelop the property in the future. The site is served by the City water and sewer utilities systems.

The current Clark County Comprehensive Plan designation is Commercial (C) with a zoning designation of Community Commercial (CC). Upon annexation into the City of Vancouver the Comprehensive Plan and zoning designation will remain Commercial (COM) and Community Commercial (CC).

At the October 19, 2020, public meeting Council adopted resolution M-4101 to allow the annexation to proceed. The applicant submitted a formal annexation petition that was certified by the Clark County Assessor's office on January 8, 2021. The site has been posted with the hearing dates and relevant information. A public notice was published in the Columbian on January 19, 2021. Staff received two phone calls regarding the project asking about the type of development planned. No objections to the annexation were received.

Request: On Monday, March 1, 2021, subject to second reading and public hearing, approve ordinance on first reading.

Bryan Monroe, Associate Planner, 360-487-7958

Mayor McEnerny-Ogle read the title into the ordinance.

Bryan Monroe, Associate Planner, provided an overview and background of the proposed annexation. He stated at the first reading of this ordinance, questions had been raised about the island territory method and whether the City would be able to utilize that option to annex the adjacent properties to the subject property. He stated he sent certified letters to and called each of the abutting property owners to explain that provision and discuss the potential impacts. He stated both property owners reiterated they were not interested in being annexed into the city. Mr. Monroe stated the individual properties would not meet the island territory method individually, but could be brought into the city together in a combined annexation; however, he stated the City was unlikely to pursue such an annexation as it would be subject to referendum and the City is not currently actively pursuing annexations, only responding to property owner-initiated requests for annexation.

Councilmember Paulsen thanked staff for the extra outreach that had been done to the abutting property owners in being responsive to public testimony and for making the clarifications requested by Council.

Councilmember Stober stated he appreciated the staff follow-up as well. He noted there had been a question when this annexation first came to Council last October regarding whether there would be full rights to the Burnt Bridge Creek trail access once the annexation is completed. Mr. Monroe stated that would be the case. Staff had worked with the Washington State Department of Transportation to identify and correctly file ownership of that trail access.

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

Motion by Councilmember Paulsen, seconded by Councilmember Stober, and carried unanimously to approve Ordinance M-4330 approving the request.

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

Staff Report 032-21

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

Summary

The Heights District Subarea is identified as a future urban center in the City of Vancouver Comprehensive Plan. In order to establish a vision for the area and guide its future growth and development, the City of Vancouver is undertaking a subarea planning process for the Heights District. In June 2017, the Vancouver City Council approved the purchase of an 11.83-acre parcel known as the Tower Mall site. Following the purchase of the property, Council adopted a six-month development moratorium for the site and adjacent properties in the Tower Mall area, and has adopted seven subsequent ordinances continuing the temporary moratorium, in November 2017, May 2018, November 2018, April 2019, October 2019, March 2020, and September 2020. This temporary moratorium prohibits the acceptance and processing of applications for permits for the development of new structures, the expansion of existing structures, or subdivisions in the Tower Mall area.

After purchase of the Tower Mall site in May 2017, the City initiated a subarea planning process for the 205-acre Heights District. Over the last three years, City staff and a consultant team have conducted extensive public outreach on the future of the Heights District, including one-on-one meetings, focus groups, group presentations, large public open houses, and online surveys. Staff have heard from a variety of stakeholders, including neighborhood associations, property owners, residents, Vancouver Public Schools, C-TRAN, the faith community, social service providers, non-profit organizations, community members with mobility challenges and people with disabilities, and a 20-member Community Advisory Committee that met monthly throughout much of the planning process and helped guide project decision-making.

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

In the second half of 2019, the project team continued to refine the Redevelopment Plan for the former Tower Mall, and incorporated this into a draft Heights District Plan that includes polices and recommendations for the entire District as well as those specific to the Redevelopment Area. District-wide recommendations related to land use, transportation, housing, economic development, parks and open space, and sustainability are included in the draft plan.

A public comment draft of the plan was released in November 2019, in advance of planned workshops with the Planning Commission and the City Council. Based on feedback gathered through ongoing public engagement, the draft plan was refined and an updated draft was released in January 2020. Along with the updated Plan document, a Draft Environmental Impact Statement (DEIS) was also released on January 23, 2020, and provided an analysis of environmental impacts and mitigation measures for the project alternative. In response to public feedback, the DEIS public comment period was extended from 30 to 120 days, and closed on May 22, 2020. On July 10, 2020, the Planned Action Final Environmental Impact Statement (FEIS) for the Heights District Plan was released, and included a new chapter that listed all questions and comments received through the Draft EIS public comment period, and provided responses to all substantive comments.

In July 2020, staff initiated a series of four workshops with Council to review the Heights District Plan recommendations in detail, in advance of a public hearing for adoption of the Plan. Following these and a first reading on August 10, 2020, Council adopted the Heights District Plan on August 17, 2020

Forthcoming policy and regulatory updates are necessary to ensure future development aligns with the vision articulated in the Heights Plan. This includes the adoption of a new Heights Mixed Use zoning district and associated standards and design guidelines. This process is underway including three workshops with the Planning Commission and one workshop with the City Council, as well as additional outreach with all project stakeholders. Staff anticipates holding additional workshops with Planning Commission and City Council in the next several months, with anticipated adoption this summer.

Continuation of the moratorium allows staff the time to complete the subarea planning process that is underway, specifically the development of updated zoning standards and design guidelines A continuation of the temporary moratorium is necessary to ensure that future development aligns with the vision articulated in the forthcoming plan.

Staff anticipates that this will be the last continuation of the moratorium, and that it will allow for completion and adoption of new Heights development regulations.

Request: On Monday, March 1, 2021, subject to second reading and public hearing, approve ordinance.

Rebecca Kennedy, Long Range Planning Manager, 360-487-7896; Chad Eiken, Community and Economic Development Director, 360-487-7882

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

Chad Eiken, Community and Economic Development Director, provided an overview of the proposed moratorium extension.

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

Motion by Councilmember Paulsen, seconded by Councilmember Glover, and carried unanimously to approve Ordinance M-4331.

Communications

A. From the Council

B. From the Mayor

a. Interstate Bridge Replacement Program - Executive Steering Group Update

Aaron Lande, Program and Policy Manager, provided an update on the most recent meeting of the Interstate Bridge Replacement Program Executive Steering Group.

C. From the City Manager

Adjournment

7:39 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

____

Natasha Ramras, City Clerk

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

MEMORANDUM

DATE: March 15, 2021

TO: Anne McEnerny-Ogle, Mayor and City Council

FROM: Eric J. Holmes, City Manager

RE: **Council Retreat Follow-Up: Council Values and 2021-22 Priorities Review**

At the February 22 Council meeting, the City Council discussed the draft values, 2021-22 priorities and report from the January 15-16 Council retreat. What emerged from the February 22 Council meeting was a desire to have a more in-depth follow-up discussion on these materials to finalize the retreat outcomes.

Following the February 22 meeting, and upon conferring with the Mayor and Mayor Pro Tem, staff reached out to Jeanne Lawson of Jeanne Lawson & Associates (JLA) to enroll their services in "wrapping up" the retreat work they had facilitated in January.

Two hours have been scheduled on March 15 for Council to review and, as appropriate, refine and finalize the Council decision making values and policy priorities for the 2021-2022 biennium. JLA was facilitates this discussion finalizing the outcomes of the January retreat.

Included in the packet are the materials presented on February 22 with very slight modifications:

- The summary of decision-making values has been moved to page 1.
- The priorities rubric has been moved to page 3 and modified to reflect the definitions of priority "Tiers" to be consistent with the notes from the retreat.

Staff anticipated the Council discussion on March 15 to be focused on the values and priorities reflected in the first 3 pages of the attached retreat document.

I look forward to the discussion.

City Council Retreat Summary Report January 15-16, 2021

City Council Decision-Making Values

The City Council will consider these as primary values in prioritizing and making decisions on City initiatives that contribute to enhancing the quality of life in Vancouver.

Inclusivity

Include all in a healthy, thriving, equitable community that:

- Honors the diversity of its people and neighborhoods
- Has compassion for and supports the needs of all, with particular attention to the most vulnerable
- Fosters civic involvement
- Provides consistency of benefits across all areas, uniting us as one Vancouver

Resilience

Achieve a resilient city and sustainable environment by:

- Providing safe and secure neighborhoods
- Maintaining and creating open spaces and opportunities to recreate
- Preserving and enhancing a verdant and flourishing natural environment
- Leading and inspiring community action to address climate change
- Supporting development of a diverse, prosperous and just economy
- Demonstrating stewardship and being resourceful with finite resources

Courage

Build on the city's heritage of pioneering and courageous decision-making by boldly working toward a shared vision for Vancouver.

- Lead and inspire the community to make the most of opportunities to provide a legacy for future generations
- Be steadfast and unwavering in our convictions to do the best for the community
- Honor the historic legacy of Vancouver as we grow
- Be innovative and remain open to change

City Council Operational Values

The City Council embraces **integrity** as the overarching value that guides how we work together when carrying out our duties. Further, the City Council will be **decisive, resourceful** and **seek partnerships** aswe pursue policies that support realizing the community vision.

City Council Values Illustration

Prioritized Initiatives | 2021-2022

PRIORITIZED INITIATIVES | 2021-2022

Universal Themes and Objectives			Prioritized Initiatives 2021-2022	Additional Elements				
Climate Action	DEI Work	Safety	TIER 1	Priority initiatives that the Council wishes to guide from a policy perspective with a higher commitment of Council time				
Climate Action Plan	Strategic Equity Plan		COVID Response / Recovery	City Operational Response		Community / Business Recovery Support		
			Heights District	Phase II: • HX Zoning Regulations • Planned Action Ordinance	Phase III: • Demolition of existing structures • Real Estate Strategy	Infrastructure Investment	Development Solicitation / Negotiations	
			Transportation	Vancouver Moves (Transportation System Plan)	Complete Street projects	Transportation Benefit District Governance	Sustainable Funding Strategy	
			Policing	Use of force practices and resources	Body Worn Cameras	Other policing issues and resources (scope under consultation and development)		
			TIER 2	Priority initiatives that the Council wishes to be briefed on and have an opportunity to oversee from a policy perspective				
			Governance	Recommendations from Task Force on Council Representation	Boards & Commissions • General approach • Aviation Advisory Commission (restore) • Human Rights Commission? (new) • Housing Commission? (new)	Council Policies Review		
	Training - Capacity Building		Housing & Homelessness	City/County Joint Executive Board on Homelessness	Navigation Center - Reuse	Housing Strategy: Policies and regulations		
				MFTE Program Refresh		Affordable Housing Fund		
			TIER 3	Initiatives the Council wants information on as the opportunity arises or as time permits				
			Interstate 5	I5 Bridge Replacement Project (IBRP)	IBRP prompted VCCV Refinements	IBRP related Parking Strategy	ODOT Tolling Program Advocacy	
			INITIATIVES NEEDING FURTHER INFORMATION	These are initiatives that remain a priority within the biennium and require additional scoping o develop a work program.				
			Stronger Vancouver	Under consultation and development				
			Strategic Plan	Under consultation and development (includes resilience planning and economic development strategy)				
	Equity Atlas		OTHER/MANDATES	Major projects and initiatives that are in progress, mandated by state law, or driven by market forces to which the City must respond.				
			Land Use / Land Use Policy	Shoreline Management Plan Update	Comprehensive Plan Climate Policy	Impact Fee Vesting	EverGrand Corridor Strategy	Comprehensive Plan
			Market Driven Projects	Vancouver Innovation Center	Section 30	Waterfront East		
			Community Investments	Operations Center Replacement	Police Training & Headquarters	Fourth Plain Commons		
				Waterfront Gateway	Community Arts Facility	Fire Station 11		
			Budget	Utility Rate Policy	2023-24 Budget development			

Summary Report

This two day retreat was conducted remotely over video conference utilizing the Zoom meeting platform. Members of the public were invited to join as observers.

Mayor Anne McEnerny-Ogle convened the first day of a two-day retreat at 1:00 p.m. on Friday, January 15th.

Council present:	Mayor McEnerny-Ogle, Councilmember Bart Hansen Councilmember Ty Stober Councilmember Linda Glover Councilmember Laurie Lebowsky Councilmember Erik Paulsen Councilmember Sarah Fox
Staff & presenters present:	Eric Holmes, City Manager Brian Carlson, Deputy City Manager Cara Rene, Communications Director Aaron Lande, Program and Policy Manager Tanya Gray, Performance Analyst Jonathan Young, City Attorney
Consultants:	Jeanne Lawson, JLA Public Involvement Adrienne DeDona, JLA Public Involvement Hannah Mills, JLA Public Involvement Darren Cools, JLA Public Involvement

Day 1, January 15, 2021

Purpose: Identify individual and group values in order to root future conversations about City initiatives and priorities in shared values and vision.

1:00-1:30 p.m. Welcome and Purpose

Eric Holmes, Vancouver City Manager, reviewed the existing the community vision to help establish a foundation for the conversation.

> Vancouver is the heart of southwest Washington, connecting people and places throughout the region. We are a safe and welcoming city for all ages, incomes, abilities and backgrounds, with unique and vibrant neighborhoods. We are the most livable city in the Pacific Northwest. Residents and businesses across our city are passionate about building a thriving, prosperous and sustainable community together.
>
> Vancouver's projects, investments and partnerships are built on policies and initiatives that result in:
>
> - A city that is welcoming to all people.
> - Strong corporate citizenship and many opportunities for civic engagement through events and volunteerism.

- Improved affordability and inclusive services and opportunities that help reduce poverty and homelessness.
- An exceptional, expanded park system that equitably serves the entire city.
- Programs that grow, steward and celebrate a diverse array of arts, culture and heritage.
- Vibrant neighborhoods and business districts throughout the city that offer a range of housing choices and unique day- and nightlife options.
- A diverse, resilient economy that offers a range of employment opportunities, the ability to earn a living wage, and the potential for economic mobility.
- A community that is well connected via a safe system of streets, sidewalks, trails, transit and technology that efficiently connect neighborhoods to each other, to services and to business districts.
- A community that is exceptionally safe, through proactive public safety programs and improved infrastructure, and well prepared for natural and man-made disasters.

Jeanne Lawson, co-facilitator with JLA Public Involvement, began the values discussion by sharing a personal story about an experience that helped shape the values that guide her in her work. The Mayor and Councilmembers were asked to identify an object within the Vancouver community that represents the values that guide them in their work for the City of Vancouver. Responses included:

Note: some answers were mentioned by multiple Councilmembers.

- **Heart and Stone sculpture**: represents that downtown is the heart of the city and that Vancouver is the heart of the SW Washington region. The sculpture also represents how people make connections and the long legacy of women leadership in the community.

- **Officer's Row**: represents the courage and perseverance of the Council and their relationship and partnership with the community, honors the culture of the community, serves as a place that people can gather, is a celebration of milestones and connection to past and future.

- **Replica of Kenaka Village at Fort Vancouver**: represents the diverse history of the region. The word "kenaka" means "people" in Hawaiian.

- **Leverich Park**: provides a consistency in place where people can gather for all occasions.

- **Fort Vancouver**: represents the history of the region, the value of continual learning and embracing something new.

- **Grant Street Pier**: represents the history of the region and the prosperity we gained from the Columbia River. The project also demonstrated the value of partnerships between government and private entities to build something for the community.

Jeanne reiterated the values conveyed in the responses, noting that partnership/relationship seemed to be a key theme. Jeanne encouraged the group to consider the strength of working as a unit to build solutions and success as they process through the retreat.

1:30-3:00 p.m. Values Brainstorm

Adrienne DeDona, co-facilitator with JLA Public Involvement, introduced the breakout session exercise. The Council and Mayor were broken into pairs, including the City Manager, and asked to interview their partner and respond to the following questions.

1. Who is someone that has inspired you and why?
2. What is part of your personal history that brought you to where you are now, including a heartbreak or challenging time?
3. What do you hope for the future of Vancouver and why?

The pairs were given 40 minutes to interview each other and then were asked to report back to the full group what they learned about their partner. Key themes from the report back are summarized below.

- Passionate, artistic and civic-minded, and sharing that passion with your community through engagement and action
- Selflessness and generosity in giving one's time to benefit others
- Confidence, courage, and the ability to take risks
- Resiliency, resourcefulness, and endurance through hardship while upholding values
- Enriching community to support connectedness
- Embracing challenges with the goal of addressing critical issues, such as equity and social justice, and currently the challenges related to the pandemic
- Purpose-driven common identity within the community
- Embracing the history of hardship that has led to prosperity
- Striving for equitable distribution of success for all in the community through effective affordability and upward mobility
- Inclusivity at all levels to support equitable distribution of opportunity
- Gratitude and respect for everyone
- Ambition for growing as a successful and prosperous community

Using the JamBoard, Adrienne reviewed the values heard during the individual interviews with the Councilmembers and Mayor and linked them to what was reported back following the interviews.

Adrienne highlighted the values of:

- Perseverance
- Courage
- Consistency
- Diversity
- Learning
- Partnership
- Connection to history

Jeanne asked the group if they felt there was anything missing from what they discussed during this meeting and what was reported back from their interviews that would help inform and guide their values. Suggestions included:

- Pride in the unique nature of Vancouver, specifically that it is distinct from Portland and Seattle, and how that individuality can be maintained and used as a strength.
- Integrity in the history of the region and ensuring decisions are guided by the community.

3:15-4:30 p.m. Identify Core Values

The group was asked to identify their primary values that they would like to guide City Council values. Jeanne asked the group to explain why they chose each value reminding them that the values they identify will help shape their decisions regarding initiatives on Day 2 of the retreat. The discussion is summarized below.

- Partnership is something that helps achieve outcomes and fulfill values, including inclusivity. Partnership helps guide our decisions by determining who needs to be involved in the process. Partnership is operational.
- Inclusivity is a good decision-making tool to determine who is being left out of the discussion and guiding how to have compassion and treat people equitably.
  - Inclusivity needs to be a long-term commitment. It is both a decision-making and operational value.
- Quality of life is more environmental and focused on the programs and services. It is not an overarching value.
  - Safety can be included under the "quality of life" outcome.
  - "Quality of life" should be considered an outcome of the overarching value of "resilience."
- When it comes to the value of "courage," there is an inherent tension with equity. The goal is to include all voices to guide solutions, but there are times decisions are made that do not have unanimous support from the community. Because there are such great needs, it's the job of the City Council to prioritize and make decisions with courage, despite potential opposition.
- Integrity should be assumed and included in all values, and therefore does not need to be called out explicitly as a value.
- Courage needs to require innovation and making decisions that previous Councils have neglected to make. It's about being decisive and visionary. Being trailblazers for future Councils and generations.
- Resourcefulness should be considered as an operational value.
- Consistency was suggested as a value with the intention of helping make decisions that ensure the same quality of life for all regions in Vancouver. However, the term consistency can seem to support the status quo and contrary to the other values without context. Fairness and balance may be a better representation of the intention.

Following the conversation, the group was given the opportunity to review the live draft illustration capturing their values discussion.

**View all iterations of the live illustration here.*

Based on the conversation, the Council identified the following core values as a working draft:

Decision-making values:

- Inclusiveness
- Courage
- Resilience

Outcome: Quality of Life

Operational values:

- Integrity (overarching)
- Decisiveness
- Resourcefulness
- Seeking of partnerships

4:30-5:00 p.m. Next Steps

Mayor McEnerny-Ogle thanked the group and expressed the shared desire to continue moving forward with this conversation, keeping the needs of the community at heart. Several Councilmembers shared their appreciation of the process and inspiration they felt for Day 2 of the retreat.

The meeting was adjourned.

Day 2, January 16, 2021

Mayor Anne McEnerny-Ogle convened the second day of a two-day retreat at 9:00 a.m. on Saturday, January 16th.

Purpose: Revise shared values and identify near term initiatives for the Council's biennium workplan and longer-term priorities for strategic planning.

Council present:	Mayor McEnerny-Ogle, Councilmember Bart Hansen Councilmember Ty Stober Councilmember Linda Glover Councilmember Laurie Lebowsky Councilmember Erik Paulsen Councilmember Sarah Fox
Staff & presenters present:	Eric Holmes, City Manager Brian Carlson, Deputy City Manager Cara Rene, Communications Director Aaron Lande, Program and Policy Manager Tanya, Gray, Performance Analyst Jonathan Young, City Attorney
Consultants:	Jeanne Lawson, JLA Public Involvement Adrienne DeDona, JLA Public Involvement Hannah Mills, JLA Public Involvement

9:00-9:05 a.m. Welcome and Purpose

Mayor McEnerny-Ogle welcomed the group and explained the purpose of the meeting. The facilitators reviewed the meeting protocols and best practices before beginning the meeting discussion.

9:05-9:45 a.m. Vision and Values Review

Adrienne reviewed the distilled and refined values that were identified from the last meeting. The group was asked to review the values and provide feedback. Each member was provided a red, yellow and green card prior to the meeting that they could hold up to indicate their level of support. Below is a summary of the conversation.

- There was a suggestion to change "inclusiveness" to "inclusivity"
- There was the suggestion to change the wording of one of the sub-bullets under the "inclusivity" value to say "compassion for and supports the needs of all" instead of "compassion for and supports the needs of all, with particular attention to the most vulnerable". In response, it was pointed out that members of the mainstream are not typically left out of decisions and therefore it's important to explicitly include

members of communities that are more vulnerable. Another comment suggested that being explicit in directing inclusivity at the most vulnerable exemplifies the value of courage.

- A Councilmember asked that "stewardship" be included in the resilience value.

Following the conversation, the following working draft core values were identified by the Council.

- **Inclusivity** – Include all in a healthy, thriving, equitable community that:
  - Honors the diversity of its people and neighborhoods
  - Has compassion for and supports the needs of all with particular attention to the most vulnerable
  - Fosters civic involvement
  - Provides consistency of benefits across all areas, uniting us as one Vancouver
- **Courage** – Build on the City's heritage of pioneering and courageous decision-making by boldly working towards a shared vision for Vancouver
  - Lead and inspire the community to make the most of opportunities to provide a legacy for future generations
  - Be steadfast and unwavering in our convictions to do the best for the community
  - Honor the historic legacy of Vancouver as we grow
  - Be innovative and remain open to change
- **Resilience** – Achieve a resilient and sustainable environment by:
  - Providing safe and secure neighborhoods
  - Maintaining and creating open spaces and opportunities to recreate
  - Preserving a verdant and thriving natural environment
  - Taking proactive measures to address climate change
  - Striving to provide a thriving economy
  - Stewardship – being resourceful and balanced, making the best use of limited financial resources

Jeanne reviewed the existing vision (see page 1) and asked the group to briefly identify any specific element of the vision statement that they feel the City Council needs to work harder at. Comments from the group included:

- The vision is still very aspirational so all the goals included need more attention; however, the City is about to begin the next Strategic Plan process so it's important to recognize that this is the *current* vision.

Jeanne introduced the live illustrations from the Day 1 values discussion and asked the group for feedback. The following summarizes the discussion:

- It would be better to use an image other than rain and an umbrella, instead using something that builds towards quality of life, rather than making it something sheltered underneath. Additionally, having integrity be something we are founded upon, not sheltered beneath. Consider using a tree or a rainbow. A tree with integrity as the foundation and all the things we need to nurture quality of life. It's not something we plant for ourselves, it's something we plant for the future.

At this point, the retreat was interrupted by individuals with the intention of disrupting the conversation using overtly racist and offensive language and profanity. The group took an unscheduled break to collect themselves while the facilitation team resolved the issue. The facilitation team removed the individuals from the meeting and the City Attorney confirmed that this was legal and appropriate based on their intent to disrupt and their violation of the protocols of the meeting. A Councilmember suggested that the when the Council reconvened that the Mayor make a statement to participants and observers denouncing the comments made by the individuals that interrupted the meeting. There was agreement from all participants.

Mayor McEnerny-Ogle reconvened the meeting. Facilitators guided the conversation back to the agenda. Comments are summarized below.

- The interruption is indicative of real issues that have been ailing our community. It points out the importance of this process and having a shared vision. When considering inclusivity, we need to recognize that we haven't always been inclusive and there is an urgent need to address that.

The live illustration was edited following the retreat to better embody the Council's suggestions.

9:45 a.m.-2:45 p.m. Near-term Initiatives

Adrienne shared her screen with the list of initiatives they would be discussing and arranging based on the City Council's level of involvement. The group was given time to individually review the proposed workplan initiatives provided to them prior to the retreat and submit their priority initiatives to the facilitation team. A detailed breakdown of how individual members responded can be found in the appendix.

Following individual prioritization of the proposed workplan initiatives, the Council was asked to discuss each initiative that received support from multiple Councilmembers, and then based on consensus agreement, identify which tier the initiative should be assigned to. The initiatives were organized into the following tiers:

- Tier 1: Priority initiatives that the Council wishes to guide from a policy perspective with a higher commitment of Council time;
- Tier 2: Priority initiatives that the Council wishes to be briefed on and have an opportunity to oversee from a policy perspective; and
- Tier 3: Initiatives the Council wants information on as the opportunity arises or as time permits.

Based on the discussion, the following preliminary tiered list of Council supported initiatives for the 21-22 biennial work plan was established.

Tier 1

- **Task Force on Policing**

  The following summarizes the discussion of the Council and Mayor:

  - Community surveys have revealed that safety is a top priority. The purpose of this initiative is to provide a safe and secure city.
  - This initiative speaks directly to the elements of the value of inclusivity, including: honoring diversity, fostering civic involvement by engaging citizen involvement in the decision-making process, and seeking consistency in policing across the City.
  - The two components (Use of Force and Body Worn Cameras) are equally important.
  - This section needs to be updated with the subcategory about partnerships with regional task forces.
  - There is a rightful focus on how the police force interacts with the community, but that is dictated by policies made by the Council.
  - Initiating the body worn camera program will require the Council's value of courage.
  - This seems like the title only covers one approach to ensuring safety. Consider broadening the title of this initiative.

        - The focus of the task force is the use of force and the implementation of the body worn camera program. In order to change the direction of this initiative, it will require a complete reexamination of the task force and its initiative.

        - Eric Holmes expressed that in order to address issues related to the initiative, he would like to work with the Chief of Police and come back to Council with a guided scoping conversation about the full range of policy issues that the Council wishes to explore that will help chart out a work program.

- **Diversity, Equity and Inclusion (DEI) work**

  Eric Holmes explained that this initiative assumes the 12 touches with the Council over the biennium and includes an equity atlas as one of the outcomes. The assumption is that there would be consistent regular Council engagement developing a policy statement on equity and inclusion. The equity atlas will serve as a tool that will help inform future equity work.

  The following summarizes the discussion of the Council and Mayor:

    - This is only further reinforced as a need following the individuals and events that interrupted the retreat.

    - This is closely tied to the Human Rights Review.

    - This initiative should serve as a guide for all Council decisions. The Council will develop a policy statement that reinforces this, as well as assists in the development of regular engagement, training, and capacity building to achieve DEI outcomes.

    - DEI work can often seem less urgent in comparison to issues like Police Use of Force. The Council needs to be proactive in addressing DEI issues in order to follow through with the commitment. This is a long-term core objective that needs to be prioritized.

    - This initiative meets all three of the Council's values.

        - Inclusivity – our community will be strongest when all members of the community are embraced and engaged, and feel safe and welcomed. Additionally, a Councilmember noted that diversity, equity, and inclusion are inherently linked. Vancouver is already a diverse community, but equity and inclusion are missing from the equation. The value of inclusivity is vital in building the strong and vibrant community we articulate in our vision statement.

        - Resilience – we are more resilient when we fully embrace all of the members of our community and come together as one community.

        - Courage – it requires courage to follow through with DEI work and disregard the voices, like those that interrupted the retreat, and to understand the legacy we have inherited and unequivocally state that that legacy is unacceptable as we move forward as a society doing the work that is necessary to make change now and for future generations.

- The City is planning to hire people that will manage much of the DEI work, and therefore should be able to address many of the initiatives that are related to DEI. Considering that the Council has determined that DEI needs to inform all decisions, this can help attend to the interconnectedness of the work that needs to be done.

- **Transportation in general**

  The following summarizes the discussion of the Council and Mayor:

  - It's concerning that the Climate Action Plan is integrated in land use, but not in transportation. Transportation has been the highest contributor to greenhouse gas emissions.
  - Investment in this initiative will be required in order to achieve other goals.
  - This initiative also addresses climate change.
  - This initiative addresses the Council values in the following ways:
    - Inclusivity – Vancouver is built around car travel which puts a higher burden on families.
    - Resilience – choke points in the region put a strain on movement of goods which impacts the local economy, and impacts climate.
  - Vancouver has a poor record in regards to transportation safety.
  - It's important that the Council and City remain open to change in the transportation system. Therefore, it also requires the value of courage.
  - Supporting the transportation initiative creates opportunities that support a thriving economy for Vancouver's workforce.
  - Eric Holmes asked the group if they would like to tackle the funding strategy before the Transportation System Plan (TSP) is completed and whether the funding component should be independent or included as a part of the Stronger Vancouver initiative.
    - The Council agreed to wait until after the legislative session and after the TSP is completed.
    - The legislature is currently working on this issue and it would help inform the Council's decision to know the direction they are going following their public outreach efforts.
    - We need to be aware that the funding amount is going to be significant; and therefore, should have a placeholder for funding transportation.

- **Climate Action Plan**

  - Climate is called out as a part of the Land Use/Land Use Policy initiative, but not under any other initiative. It seems this should either be included in all relevant initiatives, or be a standalone initiative. This is especially important considering that the majority of greenhouse gases in the region are emitted by transportation.

- Eric Holmes clarified that work on this initiative will influence the Comprehensive Plan climate work.
- This is a high priority for Council involvement because it affects multiple other important issues, including decisions around transportation, fleet, water service, and sewer. The decisions the Council makes now around climate will have cascading effects into the future.
- Decisions that are made now around climate goals may need to be revisited/reversed depending on their efficacy, which speaks to the urgency around making the right decisions now.
- This initiative addresses the Council's values.
  - Inclusivity – issues related to disproportionate climate impact on vulnerable communities in the City.
  - Resilience – this is a critical component of ensuring a successful and viable community going forward.
  - Courage – there are disparate opinions on the importance of addressing climate issues within the community, and it will require steadfast commitment to the goal of addressing climate change as well as courage if the Council expects to meet the goals. It's important that given the financial costs of making climate investments that the Council effectively communicates that the benefits outweigh the costs.

- **Heights District**
  - It's important to have a wide and diverse housing market that doesn't box people into choosing from limited traditional housing options.
  - Eric Holmes clarified that the reason the Heights District is part of multiple initiatives is that it is critical in finalizing the land use policy that will govern the Heights development. The second is looking for direction from Council on implementation once the policy is adopted.
  - This is supported as a legacy marquee project because of its progressive nature, as well as its acknowledgement of history.
    - Integral to a thriving economy.
    - Equity, sustainability, and parks are built in.
    - Provides new open spaces.
  - Investment in the Heights, and how development is implemented, has the potential to set an example for future efforts. In addition, it provides the opportunity for the City to establish trust with the broader community that may be able to be carried forward to other projects in the future.

- **COVID Response and Recovery**
  - Small businesses will be reliant upon economic recovery.
  - This seems like it might not be an initiative, but rather something we must deal with given the current situation. It will be an ongoing process of recovery, responding to opportunities and new requirements.
  - Ideally, this will be something that primarily falls on the shoulders of the state and federal government.
  - It's important to recognize the local decisions that are needed, and those decisions have the potential to demonstrate our values to the community.
  - While much of the efforts surrounding the impacts and solutions to COVID-19 (vaccinations, testing, stimulus, etc.) fall on the state and federal government, the City has a critical role in recovery. COVID-19 has already put a large strain on the City, both financially and otherwise. The community has expectations for us that we are unable to meet.
    - A Councilmember noted that part of the reason community members believe the response to COVID-19 is a local government responsibility is because we haven't received adequate leadership from the federal government. The Councilmember expressed the hope that the change in leadership at the federal level will result in them playing a stronger role.
  - As a City, we need to be considering how we can assist the businesses and individuals impacted by COVID-19, for instance, putting money towards grant programs and being explicit in where there were gaps in the response from the federal government. The City will need to make funding decisions, many of which should be influenced by the impacts of COVID-19, i.e. funding a park vs. funding an impacted business district.
  - A Councilmember expressed that the City Manager should no longer be issuing emergency declarations to address issues around COVID-19, but that the Council should be responsible for making those decisions going forward. The City Manager agreed.
  - It's difficult to determine how much of Council's time should be spent on this initiative without knowing all the issues that need to be considered.

Tier 2

- **Boards and Commissions**
  - This initiative should be a high priority for the newly hired DEI coordinator to determine how to approach this work.
  - A Councilmember explained that this should be viewed through the equity lens and can be grouped with the Task Force on Council Representation, and Diversity, Equity and Inclusion initiatives. The Councilmember noted that it addresses the concerns heard from the community

around representation and that the issues raised could be addressed through term limits, broadening the requirements for those seeking positions on Boards and Commissions, and giving the Boards and Commissions more power to make decisions.

    - Other Councilmembers agreed that this will be integral to the Diversity, Equity, and Inclusion initiative.

- This initiative has the ability to empower the community and addresses all three of the Council's values. Specifically, this initiative hits on the value of courage because it takes decisiveness to put trust in a broader community to work on issues and help solve problems.
- The policy needs to be considered because it has the potential to change a lot of how we recruit people to participate. This initiative can change how policies are set and carried out.
- This has the potential to be transformative by expanding the leadership in the community.
- This will be an important step in showing the progress we've made on other initiatives, and where there is still work to be done.
- There is an urgency to address this as it is inherently tied to the Diversity, Equity, and Inclusion initiative in Tier 1.

- **Homelessness**

Eric Holmes framed the conversation by explaining that the City and County established a Joint Executive Board on Homelessness, and that as a result the City is shifting back to a fairly limited scope in favor of supporting the County in more of a leadership role. Homelessness has been a prominent issue in the community, and is on the list to help the Council determine the level in which they would like to be engaged from a policy perspective. The Council will be engaged operationally regardless.

- This addresses the Council's values.
    - Inclusivity – they live in our community as residents and it's important that we do the best we can to keep them safe and help them meet their needs.
    - Resilience – our community will be stronger if we are proactive in supporting these members of the community, rather than just providing responsive support. Providing front end support would be providing safety networks, mental health and addiction services, and housing. The backend support would be things like emergency and response services.
    - Courage – will require a lot of sacrifice from the community in order to confront the issue.
- In the short term this will require a lot of updates to Council.
- The Council has approved a new sales tax around homeless support, but the County has not approved that. This means that while we want to be supportive of the County, there are some actions that will take place outside of that partnership.

- Homelessness is a systemic issue and is inherently linked to affordable housing. The Affordable Housing Fund expires in 2023 making this a high priority for this Council to determine the direction we take to address homelessness and affordable housing. We need to consider whether the direction will include another proposition for the voters and what that proposition will include. There is an urgency to come to a resolution this year.

- Important to consider that when issues are linked that decisions can have cascading impacts if we don't think about the broader picture.

- We know the best way to help homeless citizens is through mental health and drug addiction services, but those are not services that we can provide ourselves. That means we need to play a supportive role to the County that provides those services. We do have more control over ensuring the places they frequent are as safe and healthy as we can make them.

- Discussions need to include the issue of chronic homelessness and potential solutions for those that need immediate shelter.

Tier 3

- **I-5 Bridge Replacement**

Eric Holmes noted that based on the project workplan, the process seems fairly aggressive and includes a number of early decisions that may require a significant amount of the Council's time over the next year to a year and a half.

- A Councilmember expressed support for the I-5 bridge replacement and explained that committees are being formed for community representation and addressing issues of equity. The Council should ask to see the results of those efforts.

- Council needs to be aware of major issues, kept informed of the process, and have an understanding of the implications of how this could impact Vancouver's downtown.

- A Councilmember suggested that the Council develop a policy document that could guide the Mayor's and City Manager's input at future key points in the process. Another Councilmember noted that there is an existing resolution that could guide future input. However, if any decisions cannot be addressed through the resolution, those issues be forwarded to the Council.

- The Council needs to be engaged in the process, but in the most efficient way possible. Essentially developing a proactive plan for addressing issues.

- The Council needs to continue to receive the monthly briefing on this process.

Initiatives Needing Further Information

The Council identified two initiatives that needed further information before identifying how it fit into the 21-22 biennial workplan. The subsequent discussions are summarized below.

- **I-5/I-205 Congestion Mitigation/Value Pricing**
  - Congestion mitigation is something that the Council should be watching. This could have a huge impact on Vancouver commuters. Conversations need to be centered on what Vancouver commuters will get in return. In the past the answer has been "time," but too often that just means time for the wealthy. Need to make sure that the burden of congestion mitigation is not pushed onto low income residents.
  - There are Vancouver community members involved in the Portland congestion pricing effort, but there are no members of the Vancouver City Council that are involved or sit on the board. It would be helpful to have representation in the effort. It is going to be necessary to establish a position to forward to the Federal Highway Administration.
  - A Councilmember suggested that City staff inform Council of the next opportunity to provide input and develop a workplan that will allow Council ample time to draft their input.
- **Stronger Vancouver**
  - It's important to recognize the need for funding.
  - Investment in this will be required to achieve other goals.
  - A component is needed that speaks to the need for parks construction and maintenance funding.
  - Eric Holmes noted that there isn't a clear scope of this initiative, and that depending on how it is scoped it may include funding for transportation, parks, etc.
  - This needs to be revisited through one-on-one conversations with Councilmembers to determine the placement of how Council will be involved.
  - Consider a small group discussion to determine options, but needs to be revisited by the Council in order to determine urgency.
    - The group agreed to schedule a Council workshop to address this issue before moving forward.
  - A Councilmember noted past outreach results may not be relevant now due to changes in perspective following the pandemic and expressed concern about implementation of some elements without reconsidering their value and impacts.

Other Initiative Discussion

The Council also discussed a number of other initiatives that did not get assigned to one of the three tiers. The discussion around these initiatives is summarized below.

- **Comprehensive Plan**
  - The Housing Regulatory Policy needs to address the need for wide and diverse housing options and increasing the supply of those options.

- **Income-based Housing / Services**
    - Consider the need for diverse housing options under the Affordable Housing Fund.
- **Sustainable Funding Strategy**
    - This is both standalone work underway and related/required to achieve other initiatives including the Climate Policy of the Comprehensive Plan and the Transportation initiative.
- It's important to consider grouping the initiatives based on value and the body of work. We have expert staff that can handle a broad range of the issues that address multiple initiatives that relate to a singular value. For instance, with COVID response, it's not just a series of line items to address, it's complex and involves many different people.
- **Multi-family Tax Exemption Program Refresh**
- **Task Force on Council Representation**
- The initiatives list is missing a comprehensive communication strategy for neighborhoods around transportation and land use projects. The 2020 survey indicated that communication with the neighborhoods was one of the weakest points.
    - Eric Holmes explained that the goal is to have those built into the operation of the different initiatives, including the Complete Streets Implementation.
        - A Councilmember expressed the desire for that communication strategy to be explicit.
        - Another Councilmember suggested that a communication strategy is going to be a critical component of all of the top initiatives, therefore it's more operational. This received positive response from the Councilmember that suggested a more explicit communication strategy, implying that the communication strategy should come from the Communication department, not be singular depending on the initiative.

2:45-3:25 p.m. Long-term Priorities

Jeanne explained that the time for the conversation around long-term priorities would be reduced due to the interruption of the meeting. She explained to the Council that rather than developing a finite set of priorities, they would be broken into pairs to brainstorm long-term priorities to be considered within the next six to ten years and serve as the foundation of the next Strategic Plan. The pairs were given 15 minutes to discuss before reporting back. Below is a summary of the responses.

- Operations Center Master Redevelopment Plan is a high long-term priority. It needs to be completed in the near-term and implemented within the six- to ten-year time period.
- It's important to be clear in the Transportation Plan about next order objectives, including 112th Corridor, which is a high priority in terms of safety and also meets the Council's values.

- We need to develop a comprehensive housing strategy that provides framework for affordable to market-rate housing.

- Legacy items from the Strong Vancouver initiative need to be considered, including: arts, parks, quality of life, and different types of amenities. It would be helpful to start those conversations now to determine the kinds of decisions we should be making that will assist in accomplishing those long-term goals.

  - A Councilmember added the idea that arts filters through many economic drivers, education, and parks.

- Aging in Place is a long-term priority. There has been work done surrounding this issue, but would like more to be done to support people staying in their housing as they age and building a community that supports seniors. It's important to have a community that has multigenerational support systems.

- Vancouver Housing Authority will be critical in addressing issues related to affordable housing. It's important to consider income-based housing from a broader perspective that includes the types and locations of housing opportunities.

- Develop a new annexation blueprint.

- Expanding broadband in the community.

- Transforming the economy in a way that has true economic prosperity, including a recalibrated jobs-to-housing ratio, as well as strong childcare and early education services for the community.

- Transforming transit to allow residents to live in Vancouver without owning a car, by choice or necessity.

- Pursue a city that embodies the goal of 20-minute neighborhoods.

- Connectivity through and across manmade barriers, including: I-5, I-205, SR-500, SR-14, the railroad, as well as cul-de-sacs.

- Addressing different geographic boundaries (annexation) that will also necessitate multiple community living rooms. This will require new geographic language when talking about locations and neighborhoods in the City.

- A potential outcome of work done over the next six to ten years is that Fourth Plain Blvd becomes an economically diverse destination.

- Meeting and exceeding the expectations set forth in the Standard of Cover. This directly ties to how first responders are able to perform their job, especially given the issues that were intensified during the current COVID-19 pandemic.

- Commitment to all community investments. A valuable project that hasn't been mentioned is the Waterfront Gateway project, which is critical for connecting the waterfront to downtown. Another is the convention center expansion.

3:25-3:30 p.m. Moving Forward and Close

Jeanne introduced Aaron Lande, City of Vancouver, to briefly review the Strategic Plan framework. Below is a summary of Aaron's comments.

- The discussions and results of this retreat will inform the development of the next Strategic Plan, specifically the long-term priorities and the core values.
- The next staff check-in with City Council will be focused on whether the priorities identified and the strategic planning process are moving in the right direction.
- Feedback on the last Strategic Plan indicated that it lacked measurable outcomes, which likely presents a challenge for the City and Council going forward when identifying measurable outcomes in this effort.
- In terms of the long-term priorities, it would be helpful to identify connections between priorities, like climate action and equity work.

Adrienne reviewed the results of the conversations throughout the retreat to confirm with the Council. She explained that the Council would likely spend more time fine-tuning the results, but that this discussion will serve as a foundation in their decision-making process moving forward.

Adrienne asked the group to express what they have the most hope for moving forward from the retreat. Responses included:

- This has provided clarity around the Council's values and created a framework for prioritizing our vision. This has helped build a foundation for working together going forward and making progress towards those aspirational goals in the vision statement.
- This has been helpful in providing the opportunity to have conversations and build trust, both of which have been impacted by the effects of the COVID-19 pandemic. This also seems to have provided a better sense of what's important to each person. People were very respectful of and intentional in including all Council voices. This process had us do the hard work in discussing what we believe to be important, rather than just regurgitating the same values and pushing those forward.
- There was a great discussion about values that developed a good idea of the motivations of each Councilmember. The discussions around equity and inclusion provided a sense of confidence in our ability to achieve meaningful transformative change.
- This has been an illuminating experience that helped us better understand each other and it will help guide future Council work.
- The commitment to the task at hand and getting to know each other is appreciated. It is going to be critical to future conversations that we use this experience to understand our commonalities and continue to make real progress.
- This helped us refine our process and set the roadmap for actual progress.

The meeting was adjourned.

VANCOUVER CITY COUNCIL WORKSHOP

Retreat Follow Up

Date: Monday, March 15, 2021

Time: 4:00 to 6:00 p.m.

Go to Meeting link: https://global.gotomeeting.com/join/463811581

This meeting is locked with a password: 03.15.21_COVCouncil

Purpose: Review and confirm core values for the City Council. Review, refine and affirm priority initiatives identified by the City Council for 2021-22 biennium during the recent retreat.

AGENDA

1. **Welcome, Agenda Overview and Purpose** — **5 minutes**
   Anne McEnerny-Ogle, Mayor
   Eric Holmes, City Manager
   Jeanne Lawson, JLA Public Involvement
   All

2. **Revisit and Confirm Council Values** — **15 minutes**
   Jeanne Lawson, JLA Public Involvement
   Adrienne DeDona, JLA Public Involvement
   All

3. **Review, Refine and Confirm Priority Initiatives for 2021-22 biennium** — **60 minutes**
   Jeanne Lawson, JLA Public Involvement
   Adrienne DeDona, JLA Public Involvement
   All

   Break

4. **Moving Forward and Close** — **35 minutes**
   Adrienne DeDona, JLA Public Involvement
   Jeanne Lawson, JLA Public Involvement
   Anne McEnerny-Ogle, Mayor
   All

Item #1.

Staff Report 038-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 3/15/2021

SUBJECT Construction Acceptance - Sewer Pump Station Wet Well Lining

Key Points

- The City's sewer collection system includes 32 City-operated wastewater pump stations.
- Each pump station includes a wet well into which wastewater gravity flows and from which wastewater is pumped.
- The project installed a new epoxy surface lining to the inside walls of 9 existing sanitary sewer pump station wet wells.

Strategic Plan Alignment

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

Present Situation

Stettler Supply Company of Salem, Oregon, has completed construction of the Sewer Pump Station Wet Well Lining project. The project repaired deficiencies to the inside walls of the wet wells at 9 existing pump stations using an epoxy-based lining system.
The work was completed satisfactorily in accordance with the plans and specifications. Contract costs are summarized below:

TOTAL CONTRACT COSTS	
Labor, Equipment and Material	$306,861.60
Sales Tax	$25,776.37
Total	$332,637.97
Retainage	$15,343.08

The original contract amount, including sales tax, was $312,291.73. The final project cost was $332,637.97, which was $20,346.24 (approx. 6.5%) more than the original contracted amount.

The difference between original contract amount and final contract amount can be attributed to typical variances in unit prices and/or quantities commonly encountered during construction.

The contract amount fell below the $500,000 limit and therefore did not trigger the apprenticeship utilization requirement.

Advantage(s)

1. Provides rehabilitation to key assets in the sanitary sewer system
2. Completes the City's contractual and statutory process for accepting the project.

Disadvantage(s)

None.

Budget Impact

None. Funds for this project are appropriated in the Sewer Construction Fund, in the 2019-2020 Budget.

Prior Council Review

- Approval of the 2019-2020 Capital Improvement Budget
- Award of contract at the September 14, 2020, Vancouver City Council Meeting

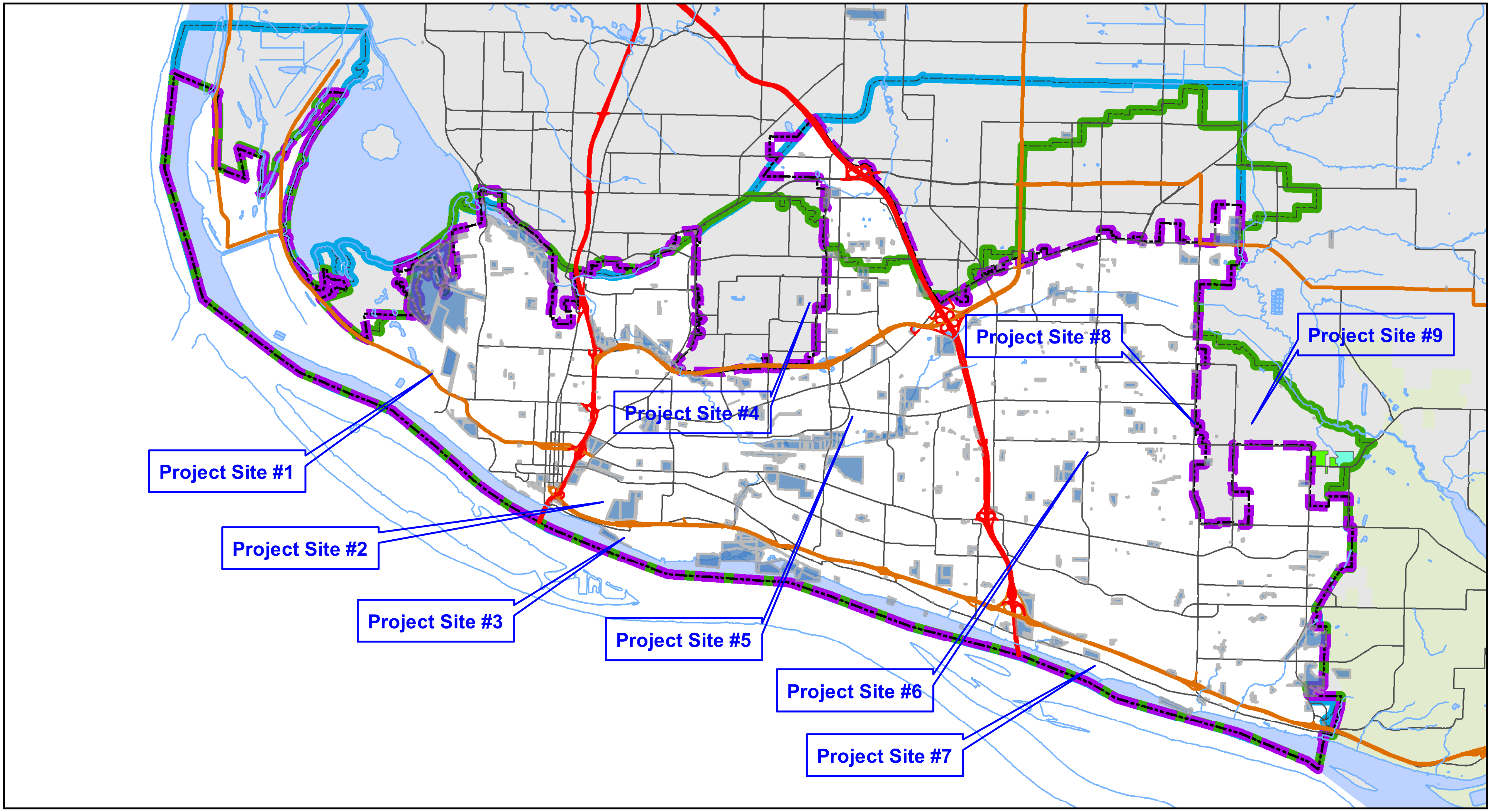
Action Requested

On March 15, 2021, accept the new wet well epoxy lining systems as constructed by Stettler Supply Company of Salem, Oregon, and authorize release of the retainage in the amount of $15,343.08 subject to receipt of all documentation required by law.

Sheryl Hale, Senior Engineering Supervisor, 360-487-7151

ATTACHMENTS:

- Project Location Map - Sewer PS Wet Well Lining



CITY OF Vancouver WASHINGTON

Pump Station Wet-Well Lining

Project Number: 100434

N W E S

1 inch = 9,448.7 feet

Item #2.

Staff Report 039-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 3/15/2021

SUBJECT Construction Acceptance - East Vancouver PH2 Sewer Improvements

Key Points

- This project was part of the ongoing Sewer Connection Incentive Program (SCIP)
- The project installed over 3,371 linear feet of gravity sanitary sewer.
- Public sanitary sewer is now available to 49 parcels
- Staff recommends approving construction acceptance.

Strategic Plan Alignment

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

Present Situation

Advanced Excavating Specialists of Longview, Washington, has completed construction of the East Vancouver PH2 Sewer Connection Incentive Program (SCIP) project. The project provided reliable sewer service to 49 parcels by installing 3,771 linear feet of 8-inch gravity sewer mains in the following roadways: NE Rosewood Ave, NE 107th Ave, NE 133rd Ave, NE 134th Ave and NE 71st St.

During the course of the construction it was determined that an existing steel water main had a significant number of leaks and needed to be replaced. This replacement created additional work and cost to the contract.

The work was completed satisfactorily in accordance with the plans and specifications. Contract costs are summarized below:

TOTAL CONTRACT COSTS	
Labor, Equipment and Material	$695,011.13

Sales Tax	$58,380.93
Total	$753,392.06
Retainage	Bond

The original contract amount, including sales tax, was $594,713.84. The final project cost was $753,392.06, which was $158,678.22 (approx. 27%) more than the original contracted amount. The difference between original contract amount and final contract amount can be attributed to additional unforeseen work to replace an existing deteriorating water main and additional pavement required by Clark County for final restoration, in addition to typical variances in unit prices and/or quantities commonly encountered during construction.

The contract amount fell within the $500,000 to $1,500,000 range requiring a minimum 3% apprenticeship utilization. The contractor utilized 636 apprenticeship hours, which equated to 17% to meet and exceed the requirement.

Advantage(s)

1. Provides reliable sanitary sewer service to residents.
2. Subsequent decommissioning of septic systems will protect the community's ground water supply.
3. Completes the City's contractual and statutory process for accepting the project.
4. Formal project acceptance allows for closure on third-party bond claims and facilitates release of the Contractor's retainage bond.

Disadvantage(s)

None.

Budget Impact

Funds for this project are appropriated in the Sewer Construction Fund, in the 2019-2020 Budget and the Water Construction Fund in the 2019-2020 budget.

Prior Council Review

- Approval of the 2019-2020 Capital Improvement Budget
- Award of contract at the August 10, 2020, Vancouver City Council Meeting

Action Requested

On March 15, 2021, accept the facilities as constructed by Advanced Excavating Specialists of Longview, Washington, and authorize release of the retainage bond subject to receipt of all documentation required by law.

Sheryl Hale, Senior Engineering Supervisor, 360-487-7151

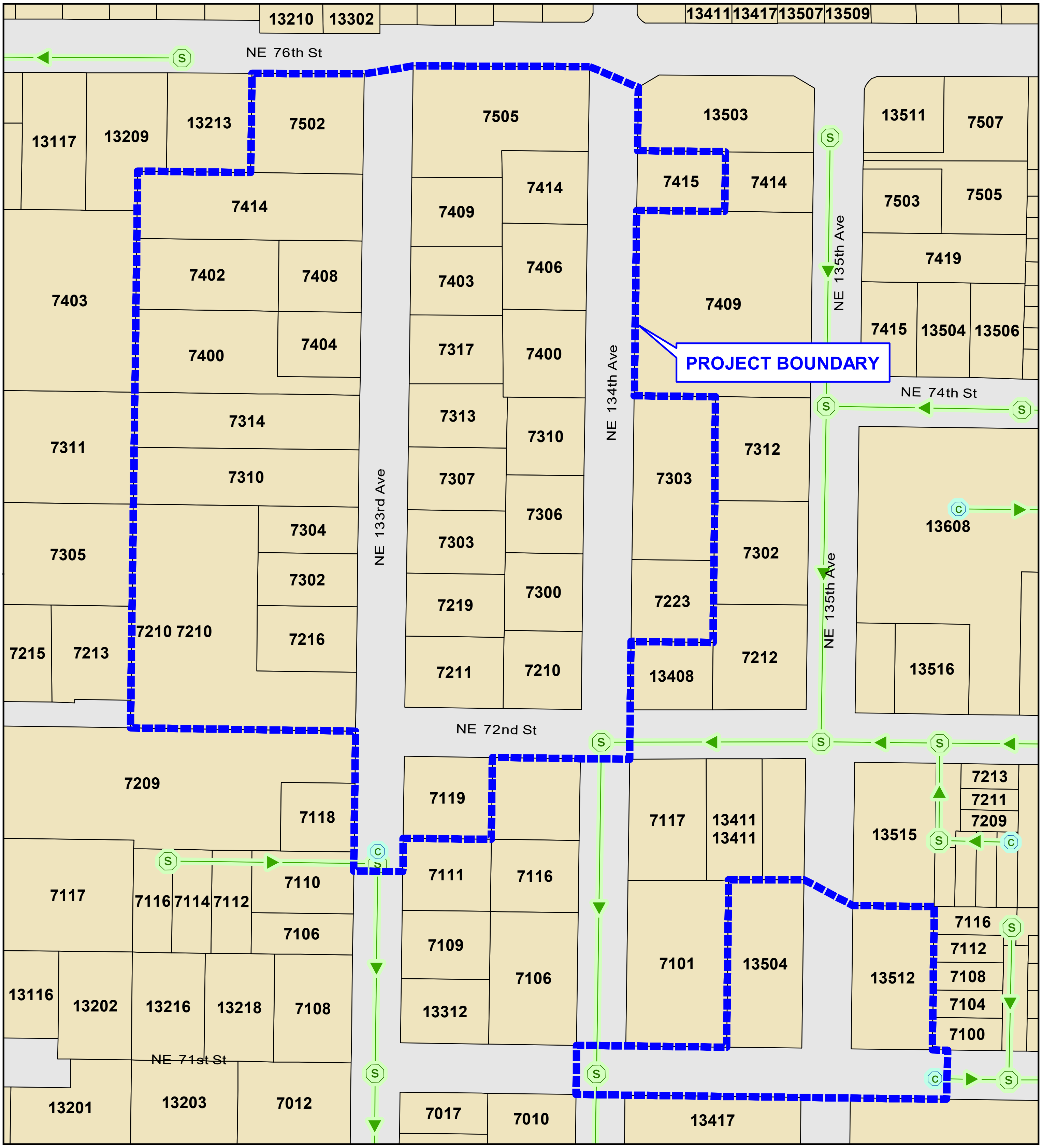
ATTACHMENTS:

- Project Boundary Map - East Vancouver PH2

East Vancouver - Phase 2
Sewer Extension
Fruit Lawn Site (15 Lots)

Project Number: 083746

1 inch = 120 feet



East Vancouver - Phase 2
Sewer Extension
NE 133rd Avenue Site (34 Lots)

Project Number: 083746

1 inch = 160 feet

Item #3.

Staff Report 040-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 3/15/2021

SUBJECT Third Party Workers Compensation Administration and Related Services Contract C-89940, Contract Increase

Key Points

- The remaining balance on the Supplier Contract with Gallagher Bassett (Workers Compensation TPA) has been depleted.
- This is the final year of this contract. Staff is preparing to put out an RFP for a new contract to begin 12/31/21.
- Staff is requesting an increase of $200,000 to be added to the contract for the remainder of this year.

Strategic Plan Alignment

N/A

Present Situation

The City of Vancouver, through its Risk and Safety Department, currently contracts with Gallagher Bassett as its Third Party Administrator (TPA) for the Workers Compensation program. The contract with Gallagher Bassett began on 12/31/17 and ends on 12/31/21. The contract amount (C-89940) has been exhausted by March of this year. Staff is requesting an increase to the authorized amount of the contract for the remainder of the year.

Advantage(s)

Increasing this contract will ensure continued Workers Compensation Administration Services through the end of this year.

Disadvantage(s)

None

Budget Impact

None. This is purely an issue with the amount of the contract. Current budget has sufficient appropriation to fund the cost of the third party claims administration services, but the contractual not-to-exceed amount is not sufficient to cover the existing budget.

Prior Council Review

None

Action Requested

Approve an increase of $200,000 to the authorized amount of the Contract with Gallagher Bassett Services, Inc. and authorize the City Manager, or his designee, to increase the contract to $500,000.

Brent Waddle, Risk Analyst, 360-487-8436

ATTACHMENTS:

- Contract

Professional Services Contract

THIS CONTRACT ("Agreement"), entered into this 31st day of December 2017 ("**Effective Date**"), by and between City of Vancouver, WA, after this called "**CLIENT**", a political subdivision of the State of Washington, and Gallagher Bassett Services Inc., after this called "**GB**". This Agreement will remain in effect until terminated in accordance with the terms below.

WITNESSETH

WHEREAS, GB has been chosen and has the expertise to provide professional services for CLIENT and to perform those services more particularly as set out in the proposal attached hereto and incorporated herein by this reference as **Exhibit A**.

WHEREAS, CLIENT does not have available staff to provide such services for the benefit of the City of Vancouver, WA.

NOW, THEREFORE, CLIENT AND GB MUTUALLY AGREE AS FOLLOWS:

Section 1 DEFINITIONS:

Claim. Any report of injury or accident (first or third party) alleging or resulting in injury, damage, or loss which could give rise to a demand for the payment of money.

MIR. Means Mandatory Insurer Reporting under SCHIP.

SCHIP. Means State Children's Health Insurance Program.

Services. Any report of injury or accident (first or third party) alleging or resulting in injury, damage, or loss which could give rise to a demand for the payment of money is considered a claim. Subject to the provisions of this Agreement, GB shall handle those claim(s) GB is authorized and required to handle ("**Qualified Claims**"), in accordance with the current Service Instructions on file with GB, and the Costs & Terms which is hereby attached as **Exhibit A** attached hereto and incorporated herein. After the first year, subsequent year Cost & Terms shall be initialed by both parties and incorporated as further Exhibit As under this Agreement with no additional contracts to be signed.

Section 2 TERMS:

2.1 Service Fees: Fees billed by GB to CLIENT for or related to the services provided for in this Agreement. Such Service Fees shall include, but not be limited to, those fees provided for in Exhibit A which is incorporated herein and attached hereto. CLIENT shall pay the Service Fees and any and all other charges as provided herein and as billed by GB. CLIENT shall be responsible for and pay GB any and all applicable taxes, duties, and assessments, other than income tax to GB. Service Fees are payable by CLIENT immediately upon receipt of an invoice. GB reserves the right to charge and CLIENT agrees to pay the lesser of 1 % per month, or the maximum legal rate, on balances unpaid by CLIENT after 30 days. Where applicable, GB shall reconcile the Claim counts at the 18th and 24th month from the inception date of the Agreement and annually thereafter. CLIENT shall pay GB any additional fees due or be entitled to a refund as a result of these reconciliations.

2.2 **Banking-SIMMS.** GB shall provide an on-line check data and banking arrangement through Citibank. The account will be funded by CLIENT or CLIENT'S carrier and maintained with a cash management program. GB will assist CLIENT in establishing the initial imprest or opening balance (sometimes referred to as escrow) of the fund by providing information based on paid loss history and similar factors. At no time will GB be required to provide any of its own funds for payment. If CLIENT fails to adequately fund as set forth above and as the funding balance approaches zero, GB may, upon notice, suspend banking (i.e., adjusters unable to issue new payments) to prevent the balance from going below zero. CLIENT agrees to indemnify, defend, and protect GB from any fines or penalties incurred as a result of the bank account being suspended due to CLIENT's failure to fund. GB reserves the right at any time to request CLIENT pre-fund any large payments that may deplete the imprest. Any bank charges resulting from inadequate funding including, but not limited to, interest, stop payment charges and overdraft fees shall be the obligations of CLIENT or carrier and shall be paid by CLIENT or carrier upon demand by GB. In the event of cancellation or nonrenewal of this Agreement, CLIENT or carrier agrees to fund Citibank in an amount sufficient to fund all of CLIENT's outstanding obligations as they become due. As soon as CLIENT properly funds, GB will re-activate the bank account.

2.3 **SCHIP Reporting and Settlement Allocations.** GB or CLIENT' s designated third party shall be responsible for doing all MIR reporting behalf of CLIENT. CLIENT acknowledges that the only way to make certain Medicare's interests are protected and CLIENT is insulated from future liability concerning any conditional or future medical payments made by Medicare is through an appropriate settlement allocation.

2.4 **Run In Claims.** For purposes of this Section, "Run In Claims" shall mean those Qualified Claims which arose prior to the Effective Date that will be managed by GB, as set forth on a claims run provided by CLIENT and agreed to by GB. Any closed Run-In claims will be accounted for by an inventory provided by CLIENT and the cost of storage of such claims shall be paid by CLIENT as billed by GB. Information required by GB, in hard copy or electronic format as required by GB, shall be completed by CLIENT and delivered to GB no less than 60 days prior to the Effective Date to obtain information that is critical to achieve a smooth transition of Claims. CLIENT shall provide to GB, in form and substance acceptable to GB, all electronic data and other information with respect to the Qualified Claims reasonably required by GB to facilitate compliance with obligations under MMSEA. CLIENT shall also take such other steps as are reasonably required by GB to facilitate compliance with obligations under MMSEA. CLIENT shall cause its prior claims administrator to conspicuously mark run-in claim files with information necessary or convenient for GB to attend to time-sensitive events, such as upcoming court deadlines and benefit or settlement payment due dates. All Run In Claims are priced and handled on a per claim per year open basis for the term of this Agreement, regardless of the pricing structure designated for newly arising claims under this Agreement. Should any of the Run In Claims be Uncovered Claims, CLIENT represents that it is a qualified self insured in those states which require self insured status. CLIENT agrees to take full responsibility for the funding of all losses and allocated expenses relative to the Run In Claims. Those Qualified Claims which arose prior to the Effective Date and will be managed by GB under the Program, as set forth on a claim run provided by CLIENT and agreed to by GB. Any closed run-in claims will be accounted for by an inventory provided by CLIENT and the cost of storage of such claims shall be paid by CLIENT as billed by GB. Additionally, CLIENT agrees to defend, indemnify and hold harmless GB with respect to any claim, demand, action, loss, cost and/or expense to which GB may be subjected as a consequence of or result of an error, omission, tort, intentional misconduct or any other negligence on the part of CLIENT or CLIENT' s prior claims administrator. GB shall have not less than six months to review and coordinate Run In Claims, and CLIENT shall hold GB harmless from any claims handling errors within that time period with respect to Run In Claims.

Section 3 **Limitations on Liability.**

3.1 **GB Indemnification.** Subject to the limitations included in this section, GB agrees to defend, indemnify, protect, save and keep harmless CLIENT from any and all loss, cost, damage or exposure arising from (i) the breach of any covenant made by GB hereunder and (ii) the negligent errors or omissions or intentional misconduct of GB including, but not limited to, GB's obligations to secure the services of a third party provider to assist CLIENT with research and protection of MMSEA related lien obligations, if any.

3.2 **CLIENT Indemnity.** CLIENT agrees to defend, indemnify, protect, save and keep harmless GB from any and all loss, cost, damage or exposure arising from (i) the breach of any representation, warranty or covenant made by CLIENT hereunder, (ii) the negligent acts or omissions of CLIENT or intentional misconduct of CLIENT including but not limited to the timely and accurate remittance to GB of any information in CLIENT' s possession required for MIR, (iii) acts or omissions by GB or vendors pursuant to direction from or by CLIENT, unless CLIENT is prohibited by applicable law from giving such direction, and (iv) the failure of GB or any other person or entity to report any claims that are not Qualified Claims. CLIENT further agrees to hold GB harmless for any expenses incurred related to the third party provider's services to assist CLIENT with its MMSEA obligations, if any.

3.3 **Cap on Liability.** CLIENT AGREES THAT THE MAXIMUM LIABILITY OF EITHER PARTY WITH RESPECT TO ANY CLAIMS OR CAUSES OF ACTION (WHETHER IN TORT, CONTRACT, STATUTE, DUTY TO INDEMNIFY OR OTHERWISE) IN ANY WAY RELATING TO OR ARISING OUT OF THIS AGREEMENT AND/OR ANY WORK, SERVICES, ACTS, ERRORS OR OMISSIONS OF A PARTY PERTAINING IN ANY WAY TO THIS AGREEMENT, SHALL IN NO EVENT EXCEED (I) $500,000 WITH RESPECT TO ALL CLAIMS RELATING TO A SINGLE QUALIFIED CLAIM, AND (II) A TOTAL OF $2,000,000 WITH RESPECT TO THE SUM OF ALL CLAIMS RELATING TO EACH TWELVE MONTH PERIOD BEGINNING FROM THE EFFECTIVE DATE OF THIS AGREEMENT.

3.4 **Act of Others.** CLIENT agrees that neither GB nor any of its employees, agents or representatives shall have any liability for (i) any claims or causes of action based on Services performed (or failed to be performed) prior to the Effective Date, and/or (ii) any claims or causes of action based on acts, errors or omissions of any counsel, any vendors or any third parties selected or chosen by CLIENT.

3.5 **Certain Damages Excluded.** CLIENT AGREES THAT NEITHER GB NOR ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES WILL HAVE ANY LIABILITY FOR ANY PUNITIVE OR EXEMPLARY DAMAGES OR FOR ANY CONSEQUENTIAL DAMAGES, SUCH AS LOST PROFITS.

3.6 **Failure to Settle.** Subject to any obligation in this Indemnification and Insurance Section, failure alone by GB to settle a Qualified Claim or loss within the Discretionary Settlement Authority shall not per se subject GB to liability to any party in the event of an adverse judgment entered by any court or the settlement of such Claim or loss for an amount in excess of such limit. GB shall have no liability or responsibility whatsoever with respect to any Claims that are not Qualified Claims.

3.7 **Contractual Period of Limitation.** NO CLAIM OR CAUSE OF ACTION, REGARDLESS OF FORM (I.E., TORT, CONTRACT, STATUTORY OR OTHERWISE), ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ANY SERVICES (with term "Services" as defined above) MAY BE BROUGHT BY EITHER PARTY ANY LATER THAN THE FIRST TO OCCUR OF (A) THREE YEARS AFTER THE ACCRUAL OF SUCH CLAIM OR CAUSE OF ACTION, OR (B) TWO YEAR AFTER THE PARTY BRINGING SUIT BECOMES AWARE OF THE ALLEGED ACT, ERROR OR OMISSION UPON WHICH SUCH CLAIM OR CAUSE OF ACTION IS BASED.

3.8 **Extension of Caps.** THE LIMITATIONS ON LIABILITY IN THIS SECTION SHALL APPLY TO ANY CLAIM OR CAUSE OF ACTION ASSERTED BY OR ON BEHALF OF CLIENT OR ANY PERSON OR ENTITY CLAIMING TO BE AN ASSIGNEE OR BENEFICIARY OF OR SUCCESSOR TO CLIENT.

Section 4 <u>Termination</u>.

4.1 **Termination.** This Agreement may be terminated:

a. by either party, for any reason, on sixty (60) days prior written notice to the other party;

b. other than for CLIENT' s failure to pay amounts billed as set forth in subsection (c) immediately below, in the event that one party is in default (the "**Defaulting Party**") under the terms of this Agreement, by the other party (the "**Non-Defaulting Party**"), provided the Non-Defaulting Party has given written notice of such default to the Defaulting Party and the Defaulting Party has not cured such default within 10 business days following receipt of such notice; or

c. in the event that CLIENT fails to pay any amounts (as described in Exhibit A) within thirty (30) days following receipt of invoice for such amounts, such amounts include but are not limited to: (i) GB's service fee during the term of this Agreement; (ii) reconciliation billings; (iii) the service fee to continue handling claims past the termination date; or (iv) banking charges. After receipt of payment of all fees due, will then return all files to CLIENT in an orderly manner at cost of CLIENT.

d. After receipt of payment of all fees due, GB will then return all files to CLIENT in an orderly manner. Any costs associated with the transfer of files shall be the obligation of the CLIENT.

e. *To the extent Michigan workers compensation claims will be handled, the following terms shall apply:* During the term of the Agreement and as contractually obligated thereafter, GB shall be required to report claims to CLIENT's carriers and excess carriers as agreed by the parties. Either party may cancel this Agreement at any time, for any reason, by giving the other party written notice of intent to cancel at least sixty (60) days in advance, with a copy to The State of Michigan, Department of Labor, Bureau of Workers' Disability Compensation ("the State"). Subsequent to either party hereunder giving the other party notice of cancellation, CLIENT shall continue to pay GB for the claims services hereunder at the terms and rates in effect on the date notice of cancellation is given and as further set forth below. In the event the parties agree that GB will not continue handling pending Claims, GB will remain obligated to handle such Claims until or unless GB is relieved of that responsibility in writing by the State.

4.2 **Obligations Following Termination (Life of Partnership/Life of Contract).** *To the extent GB is handling Qualified Claims for Life of Partnership/Contract pricing, the following terms shall apply:* In the event of cancellation or nonrenewal of this Agreement, GB may continue to manage all pending run-off claims, and run-off claims incurred during the term but not reported prior to the date of termination if CLIENT pays GB a mutually agreed upon per claim per year open fee to continue handling open claims. Should CLIENT renew only a portion of the existing program under this Agreement (fewer states, locations, coverages, etc.), all open claims not part of the renewed portions of the program shall be considered in run-off and subject to per claim per year open fees to be agreed upon by the parties. A reduced electronic RISX-FACS® reporting package will be provided at the CLIENT's expense, as appropriate. Banking and administration fees will be charged to the CLIENT as long as GB handles the claims. Should no agreement be reached regarding these open claims, they will be returned to the CLIENT or forwarded to another party as designated by the CLIENT. Should the CLIENT elect to have the files returned to them, CLIENT agrees to reimburse GB for all payments made and subsequently paid by the bank, on behalf of the CLIENT, until all claims are closed within the RISX-F ACS® system and all claim files have been returned to the CLIENT. GB will provide an electronic, tape or paper copy of the claim information in RISX-FACS® at GB's prevailing rate on the date of termination. Upon delivery of this information to CLIENT, claim information may be deleted from the system.

4.3 **Obligations Following Termination (Handle to Conclusion).** *To the extent GB is handling Qualified Claims for Handle To Conclusion pricing, the following terms shall apply:* In the event of cancellation or nonrenewal of this contract, GB will continue to manage all pending claims, and claims incurred during the term but not reported prior to the date of termination to a conclusion. Run-off services will be provided at a claims servicing branch selected by GB and a reduced RISX-FACS® reporting package will be provided at the CLIENT's expense. Banking and administration fees will be charged to the CLIENT as long as GB handles the claims. Such run-off files may be handled by GB, according to proper claim handling practices, where and as determined by GB in its discretion. Should the CLIENT elect to have the files returned to them, CLIENT agrees to reimburse GB for all payments made and subsequently paid by the bank, on behalf of the CLIENT, until all claims are closed within the RISX-FACS® system and all claim files have been returned to the CLIENT. GB will provide an electronic, tape or paper copy of the claim information in RISX-FACS® at GB's prevailing rate on the date of termination. Upon delivery of this information to CLIENT, claim information may be deleted from the system.

4.4 **Obligations Following Termination (Life of Partnership/Life of Contract or Handle to Conclusion).** *To the extent Michigan workers compensation claims will be handled, the following terms shall apply:* In the event GB and CLIENT cannot agree to ongoing per claim per year open run-off fees, GB will so notify the State, and continue to service the Claims until the State has provided notice to both parties that a replacement Self Insured Claims Third Party Administrator has been approved to take over claim handling.

Section 5 Miscellaneous

5.1 **Escheat.** Unless specified otherwise in the Cost & Terms, the parties acknowledge that any and all escheat and unclaimed property obligations of any type or variety lie with CLIENT and not GB.

5.2 **Confidentiality and Publicity.** All terms of this Agreement and any personal or client identifiable information relative to Qualified Claims are and shall remain confidential and shall not be disclosed to any person or entity by any party hereto without the express written consent of the disclosing party unless legally required to do so.

5.3 **Privacy.** GB shall maintain a policy respecting informational security that includes, but is not limited to, written guidelines for: firewalls, encryption of critical data while in transit, copying or duplication of data, encryption of critical data while in storage, physical security, periodic risk assessment and security audits. Upon request and no more than annually, GB shall provide CLIENT with a copy of its most recent audited statement of internal control over financial reporting.

5.4 **Record Retention.** GB will retain claim files in storage facilities or by electronic copy stored on GB servers for 10 years following closure of the Claim unless otherwise required by contract or law. Thereafter, it will be the CLIENT's responsibility to notify GB that CLIENT wants the files at CLIENT's expense. Otherwise GB can return files to the carrier, if applicable, or destroy the files at GB's option. Run In Claims sent to GB will be kept in an "as is" format, will not be held by GB longer than 10 years and GB shall have no responsibility to track and store claim files for minors or those judicially ruled incompetent.

5.5 **Sole Claims Administrator.** During the terms of this Agreement and except as otherwise agreed to by the parties hereto, CLIENT agrees that GB shall be its sole claims administrator with respect to those Qualified Claims. CLIENT further agrees not to self-administer or engage any third party to adjust such Qualified Claims without GB's prior written consent.

5.6 **Waiver.** Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

5.7 **Conflicting Terms.** The parties agree that if there is any conflict between the terms of any applicable agreement between GB and CLIENT's insurer relative to the Program and the terms of this Agreement, the terms of the insurer's contract with GB shall prevail.

5.8 **Wage and hour compliance:** GB shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save CLIENT free, clear and harmless from all actions, claims, demands and expenses arising out of any violation by GB of said act and the rules and regulations that are or may be promulgated in connection therewith.

5.9 **Social Security and Other Taxes**: GB assumes full responsibility for the payment of all payroll taxes, use (except to the extent assessed against CLIENT in relation to the Services), sales (except to the extent assessed against CLIENT in relation to the Services), income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is now or may during the term of this agreement be enacted as to all persons employed by GB in performance of the work pursuant to this Agreement and shall assume exclusive liability therefore, and meet all requirement's thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

5.10 **Equal Employment Opportunity**: GB will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, age, disability, marital status or national origin.

5.12 **Changes**: CLIENT may, from time to time, require changes in the scope of the services to be performed hereunder such changes, including any increase or decrease in the amount of GB's compensation, which are mutually agreed upon by and between CLIENT and GB, shall be in writing, signed by both parties and incorporated in the written amendments to the Agreement.

5.13 **Public Records Act**: Notwithstanding the provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, Gallagher agrees to maintain all records constituting public records and to produce or assist CLIENT in producing such records, within the time frames and parameters set forth in state law. GB further agrees that upon receipt of any written public record request, GB shall, within two business days, notify CLIENT by providing a copy of the request to the Client.

5.14 **Governing Law**: This agreement shall be governed by the laws of the State of Washington. Venue for any litigation shall be in Superior Court for the State of Washington in Clark County, Washington.

5.15 **Confidentiality**: With respect to all information relating to CLIENT that is confidential and clearly so designated, GB agrees to keep such information confidential. In the event of a Public Records Act request, GB will coordinate with CLIENT as to production of records.

5.16 **Conflict of Interest**: GB covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. GB further covenants that no person having such interest shall be employed by it, or shall perform services as an independent contractor with it, in the performance of this GB.

Gallagher Bassett Services, Inc.	**City of Vancouver, WA**
By: [signature]	By: [signature]
Title: Senior Counsel	Title: City Mgr
Name: Mohsin Khambati	Name: ERIC HOLMES
Date: 4/10/18	Date: April 25, 2018

[signature]
Natasha Ramras,
City Clerk

approved as to form -
[signature]
Debra Quinn
Asst City Atty

EXHIBIT A

COST & TERMS

GALLAGHER BASSETT
GUIDE. GUARD. GO BEYOND.

CITY OF VANCOUVER, WA

12/31/2017-12/31/2018

FEE PER CLAIM - LIFE OF PARTNERSHIP	Est. Claim Frequency	Per Claim Fee	Projected Service Fee
Workers' Compensation			
WC Medical Only	44	$182	$8,008
WC Indemnity	58	$1,020	$59,160
Incidents - Workers' Compensation	0	$30	$0
Total Workers' Compensation Fee Per Claim	**102**		**$67,168**
ADMINISTRATIVE SERVICES	**Quantity**	**Rate**	**Estimated Annual Fee**
Administrative Services			
Administration / Data Management			$8,087
RMIS – 2 Users Full Access			Included
Total Administrative Services			**$8,087**
TOTAL			**$75,255**

Assumed Fees			**$2,970**
GRAND TOTAL			**$78,225**

This is the first year of a four year agreement to align with Clark County. Rates and admin will increase 2% in year one (2017-2018), 3% year two (2018-2019), 3% year three (2019-2020), and 4% year four (2020-2021). There are also five renewable one year extensions at the City's Option.

Managed Care Fees billing same as expiring; a separate contract setup for Managed Care billing only. GBMCS is not paid off the claim file.

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CITY OF VANCOUVER, WA

12/31/2017-12/31/2018

ASSUMED CLAIMS - CLAIM HANDLING FEES

SERVICE	Est. Claim Frequency	Per Claim Fee	Projected Service Fee
Workers' Compensation			
WC Indemnity (All Other States)	6	$495	$2,970
Total	**6**		**$2,970**

Data Conversion / Integration Fees	#of Sources	Rate	Total
Assumed Claim Data Transfer (Data conversion where GB assumes the claim handling and loads historic data)			
One Time Conversions			
Total Assumed Claim Data Transfer			**$0**

TOTAL FEES FOR ASSUMED CLAIMS:			**$2,970**

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CITY OF VANCOUVER, WA

12/31/2017-12/31/2018

GBCARE MEDICAL MANAGEMENT SERVICES

SERVICES	CHARGES
Fee Schedule **(Bill Review / UCR /System Savings)**	$9.75 Per Bill
All Other Savings • **Clinical Validation/Nurse Review (CV)** • **Preferred Provider Networks (PPO)** • **Out Of Network (OON)** • **Specialty Networks/Physical Therapy (PT)**	 30 % of Savings 30 % of Savings 35 % of Savings 30 % of Savings
Electronic Receipt of Medical Bills	$2 additional Per Bill in all applicable states
Telephonic Case Management	$75 Medical Triage $290 per Indemnity claim (each 30 days) $130 per Medical Only claim (one time)
Hospital Certification Program	$120 Inpatient Pre-Certification
Utilization Review Program	$105 Outpatient Pre-Certification
UR Physician Review	$270 per Review
Task Based Field Case Management • **Task 5: Home Visit**	 $660 per assignment
Medical Case Management and Vocational Rehabilitation - Hourly	$98 per hour plus expenses $112 per hour plus expenses - AK, CA, HI, NY
Priority Care 365	$90 per call
Medical Cost Projection (MCP) and Clinical Recommendations	$125 per Hour
Pharmacy Benefit Management (PBM)	Cost of prescriptions -- no charge for Bill Review or PPO reductions for PBM transactions
Durable Medical Equipment (DME) Program	Cost of medical equipment – no charge for Bill Review or PPO reductions for Prospective DME transactions
Dental Review Program	Charged on a per review basis

Client and GB agree as follows: If a vendor other than the GBCARE Medical Management Services preferred vendor is utilized, an administrative fee may apply in exchange for bona fide administrative services. The administrative services may include, but not be limited to overhead costs for the oversight and management of medical management vendors which includes the development and oversight of quality standards, development and maintenance of EDI interfaces and reports, and ensuring proper mandatory state compliance and reporting.

CITY OF VANCOUVER, WA

12/31/2017-12/31/2018

OTHER SERVICES

SERVICES	CHARGES
Fraud Prevention – Gallagher Bassett Investigative Services (GBIS)	
Special Fraud Investigations - SIU	$85 per hour plus expenses
Outside Field Investigations	$80 per hour plus expenses
Surveillance Investigations	$80 per hour plus expenses
Targeted Field Investigations	$80 per hour plus expenses
Targeted Database Searches	Rate per report
Self Service Database Searches	Rate per report
Gallagher Bassett Litigation Management Program (GBLMP)	
Invoice and Matter Management platform for adjusters/counsel	2% of net legal invoice (invoice net of disbursements and invoice review savings). Charged as an additional expense, funded by the client and will be reflected as an allocated expense on the claim file.
5 client licenses for Legal Analytics platform	
Attorney-led legal bill review	
Gallagher Bassett Compliance Solutions (GBCS)	
Workers' Compensation Medicare Set-Aside Allocation (WCMSA)	$2,300 per allocation
Rush Fees (MSA completed within 5 business days)	$450 per case
Liability Medicare Set-Aside Allocation (LMSA)	$2,300 Fee
MSA Submission to CMS	$850 Fee
Conditional Payment Research (CPR)	$200 Flat Rate
Conditional Payment Negotiations (CPN)	$375 Flat Rate
Secure Final Demand for Settlement (SFD)	$250 Flat Rate
Bundled CP Resolution Services	$700 Flat Rate
Medicare Eligibility Inquiry (MEI)	$45 Flat Rate
SSDI Verification	$175 Flat Rate
Release / Settlement Agreement Review	$250 Flat Rate
Lien Resolution (Advantage Plan, Medicaid, Part D)	$500 Flat Rate per Lien Resolution
Taxes	
Taxes	All applicable taxes will be added to the service fees where required

GALLAGHER BASSETT
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CITY OF VANCOUVER, WA

12/31/2017-12/31/2018

PROGRAM SPECIFIC TERMS AND CONDITIONS

1. **Claim Count Reconciliation:**
   - Estimate - Claims will be reconciled and billed at the 18th and 24th month and then every 12 months thereafter.
2. **Billing and Payment Terms:**
   Fees will be billed Monthly during the service period.

3. **Claim Pricing Terms:**

   Life of Partnership:
   Claims will be handled for the life of the partnership with no additional per claim fees. If you should decide to non-renew all or a portion of your program, the existing open files can be handled in one of the following two ways:
   - GB would continue to handle the open files at our prevailing rate fees per year open file.
   - GB would return the files to the client (contingent upon Carrier approval) at the client's expense.

   Assumed:
   Assumed pricing is based on annual claim handling and NOT on Life of Partnership or a Handle to Conclusion basis. Assumed claims will never convert to Handle to Conclusion.

   Additional Charges:
   There will be additional charges for ongoing Data Management (RISX-FACS®), RMIS users, Administration, Banking fees and monthly reports for as long as GB handles claims.

4. **Account Administration includes the following:**

   - Account Management
   - Detailed Status Reports All Lines of Business @ $50,000
   - Settlement Authority All Lines of Business @ $25,000
   - 2 Claim Review(s) - In Person Included
   - Claim Reporting
   - Loss Fund Account Mgmt/Banking Services (SIMMS)
   - 2 RMIS User(s) - Full Access Included
   - Acknowledgement Letter to Injured Employee WC
   - Data Transfer to Carrier(s)
   - Assumed Claim Data Transfer
     - Claims - Assumed

   Standard Monthly Reports by Email or the Website

5. Claim Charges: Claim and incident fees will be assessed on a per occurrence, per claimant, per line of coverage basis.

6. This material is the proprietary, confidential property of Gallagher Bassett Services, Inc. It has been provided to you for the sole purpose of considering a quote for claims administration services. It is not to be duplicated or shared in any form with anyone other than the individuals of such prospective client that have a business need to know the information. It must be destroyed or returned to Gallagher Bassett Services, Inc. after its intended use.

7. Gallagher Bassett Services, Inc. will not pay a fee, commission, or rebate to any party for the privilege of presenting our proposal or in order to secure the awarding of any program to Gallagher Bassett Services, Inc.

PROGRAM SPECIFIC TERMS AND CONDITIONS

8. Pricing is based on using GBCARE Medical Management Services preferred vendors for Bill Review, PPO, out-of-network, utilization review, telephonic case management, MSA and field case management.

CITY OF VANCOUVER, WA

12/31/2017-12/31/2018

GENERAL CONTRACT TERMS AND CONDITIONS

1. Independent Adjusters - If applicable, following any significant loss as a result of a single event (i.e., hurricane, tornado, flood, earthquake, etc.), GB reserves the right to retain outside resources (adjusters) when appropriate and those fees will be paid as an Allocated Expense off the file.

2. The pricing quoted in this Cost & Terms is based upon the data and information provided by Client, as well as existing legislative and regulatory requirements. Material inaccuracies or changes to the foregoing may require adjustments to the quoted pricing.

3. Taxes - All applicable taxes will be added to the service fees where required.

4. Allocated Expenses: Shall be your responsibility as applicable and shall include, but not be limited to:
   - Legal Fees
   - Legal Bill Review
   - Medical Examinations
   - Professional Photographs
   - Travel made at client's request
   - Costs for witness statements
   - Court reporter service, translation, and interpretation
   - Record retrieval and copying services (Including medical and legal)
   - Accident reconstruction
   - Experts' rehabilitation costs
   - Chemist
   - Fees for service of process
   - Collection cost payable to third parties on subrogation
   - Architects, contractors
   - Engineer
   - Any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or loss which must have the explicit prior approval of the client
   - Police, fire, coroner, weather, or other such reports
   - Property damage appraisals
   - Vehicle appraisals (vehicle damage assessment)
   - SIU, surveillance and sub rosa investigation
   - Official documents and transcripts
   - Pre- and post-judgment interest paid
   - Outside Field Investigations
   - Subrogation at 15% of gross recovery
   - Index Bureau Reporting (All Coverages)
   - Second Injury Fund Recovery
   - Data Intelligence Self-Service Reports
   - Medical Management - Medical Management services may include, but are not limited to:
     - Preferred provider organization networks
     - Utilization review services
     - Automated state fee scheduling
     - Light duty/return-to-work programs
     - Medical case management and Vocational rehabilitation network
     - Prospective injury management services
     - Hospital bill audit services

DEFINITIONS

Incidents
An Incident is a loss reported electronically through ClaimLine and/or the Web, or set up manually at the branch. GB will review the Incident and make a courtesy call (if necessary) to determine if it is a claim or Incident. GB will have full discretion in the determination and handling of these Incidents and/or their conversion into claim status.

Workers' Compensation - Medical Only Claims
A medical only claim is a work-related Claim that meets the following criteria: (i) payments for either indemnity or vocational rehabilitation were not required, (ii) the Claim has not become contested or in suit, (iii) investigation to determine compensability or subrogation requirements was not required, (iv) no loss notices, captioned reports, client meetings (other than routine meetings where the claim is listed and noted) or settlement authority approvals were required, (v) payments on the Claim have not exceeded $5000, and (vi) days open do not exceed 180 days.

Workers' Compensation - Indemnity Claims
An indemnity claim is a Workers' Compensation claim that is not a Medical Only Claim.

Item #4.

Staff Report 041-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 3/15/2021

SUBJECT Bid Award for construction of upgrades to equipment and structures at Industrial Pretreatment Lagoon, per Bid 21-02

Key Points

- The industrial pretreatment lagoon (IPL) is a critical infrastructure component to Vancouver's wastewater treatment services. The IPL treats food-processing wastewater from three large food industries in Vancouver.
- Constructed in 1979 to service local food processing industries and reduce waste loading to Westside treatment plant, electrical and mechanical equipment at the IPL are currently operating beyond their expected service life. While plant staff have maintained the assets to date, the aged equipment is wearing and becoming obsolete.
- The upgrades to the IPL will maintain original treatment process functions, extend the useful life of the system by at least another 40 years, and increase reliability and resiliency of the system. Additionally, the installation of advanced mechanical equipment [high efficiency aeration blower] and smart electronic process controls will be improve electrical energy efficiency.
- This bid award will complete Phase I of the engineer-designed project. The final Phase II project will replace additional equipment in the IPL in 2023 or after.
- Per City policy, the project has a requirement for the contractor to deliver 5% of the total labor hours as apprentice hours.

Strategic Plan Alignment

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

Present Situation

The IPL has been operating since 1979 with original electrical and mechanical equipment. The aerator grid in the IPL was reconfigured in 1983 to provide better wastewater treatment. Other than the installation of an additional aeration blower in 2000 to provide redundancy, no major construction or replacements have occurred during its 40-plus years of operation. It is currently operating with treatment equipment that is beyond its expected service life.

The proposed project will replace the aging and outdated electrical system with modern equipment that meets current electrical codes for safety and reliability; upgrade mechanical aeration equipment for efficient and better-controlled delivery of air to the IPL; restore process cell walls and slide gates in the IPL; and provide floating walkway docks for operators' safe access to the gates and instrumentation. Another project phase, which will replace additional IPL equipment, is scheduled for 2023.

On February 18, 2021, bids were opened for this project (ITB 21-02). Bids were received from 5 firms:

SUMMARY OF BIDS	
BIDDER	**AMOUNT**
Tapani, Inc., Battle Ground, WA	$5,287,752.00
Slayden Constructors, Stayton, OR	$5,582,600.00
McClure and Sons, Inc., Mill Creek, WA	$5,597,776.00
Stellar J Corporation, Woodland, WA	$5,706,826.40
Carlson Testing, Tigard, OR	Non-responsive
Engineer's Estimate	*$6,100,000*

The low bidder, Tapani, was found to be responsive and responsible. They also met the minimum requirements listed in the Supplemental Bidder Responsibility Criteria.

The City's apprenticeship policy sets a 5% apprenticeship utilization goal for this project. Tapani has submitted an apprenticeship utilization plan that will deliver apprenticeship hours in excess of the required 5% of total project labor hours..

Advantage(s)

1. Extends life of the system to ensure reliable wastewater treatment services to the industrial customers.
2. Provides an electrical system with flexibility to accommodate existing equipment, and new and future energy efficient equipment.
3. The project is designed for, and will be executed to maintain continuous, uninterrupted treatment services to the industry customers.

Disadvantage(s)

The construction project will increase traffic and activity to the IPL site in 2021 and through summer 2022. However, the work site is in an industrial area and full mitigation efforts are included in the project contract to address noise, dust, and other disruptions associated with construction activity.

Budget Impact

None. The IPL upgrade construction project is programmed into the Wastewater Treatment Capital budget for 2021 and 2022.

Prior Council Review

As part of 2021-22 Capital Budget

Action Requested

Authorize the City Manager or his designee to award and execute a contract and any required amendments with Tapani, Inc., of Battle Ground, Washington, to purchase equipment and construct upgrades to the Industrial Pretreatment Lagoon at their bid price of $5,287,752.00, which includes Washington State sales tax; and authorize the City Manager to approve any legal action necessary to enforce the terms of the same.

Frank Dick, Wastewater Engineering Supervisor, 360-487-7179

ATTACHMENTS:

- Contract

CONTRACT # C-100551
ITB #21-02: Industrial Pretreatment Lagoon Upgrades

THIS CONTRACT is entered into by and between the City of Vancouver, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City," and Tapani Inc hereinafter referred to as "Contractor," whose address is 1904 SE 6th Place Battle Ground WA 98604, hereinafter referred to "Parties."

WHEREAS, the City desires to engage the Contractor to provide public work and other related services for Industrial Pretreatment Lagoon Upgrades. Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 21-02 and all addenda thereto, Contractor's bid to said ITB, the Project Plans and Special Provisions, and City Council's approval on __________ per Staff Report No. __________; and

WHEREAS, the Contractor has represented by entering into this Contract 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 the City.

1. **STATEMENT OF WORK:** The Contractor hereby agrees to furnish all materials, labor, tools, machinery and implements of every description necessary to complete the work in a professional manner within the time limits stated in this Contract for the construction and installation of the following improvements and will make all necessary arrangements for the obtaining of permits from the United States, State of Washington, and/or any of its agencies as may be necessary to do the work required and covered by this Contract.

   This Contract provides for installation of a new high speed integral blower and associated air piping; construction of new air supply header and piping; replacement of slide gates; installation of a floating dock; electrical improvements, including replacement of existing electrical equipment; instrumentation and controls improvements; and installation of sampling stations, which include piping, pumps, shelters and analysis equipment. Installation of certain equipment will require the contractor to provide a temporary aeration system and a drawdown pumping system and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications. Only Division 1 and Section 8-01 of the WSDOT 2020 Standard Specifications shall apply to this project.

   Electrical improvements include replacement of all existing electrical distribution equipment down to panelboard level. New equipment includes but is not limited to pad mounted medium voltage switchgear, two pad mounted transformers, pad mounted medium-voltage high-resistance ground system, pad mounted medium voltage automatic power factor correction capacitor system, indoor medium-voltage MCC with three RVSS soft starters, indoor low-voltage switchboard, indoor panelboard and dry-type transformers and outdoor NEMA 4X mini power center.

The Work shall be fully complete within 300 working days from the Notice to Proceed (NTP) date.

2. **EFFECTIVE DATE:** This Contract is effective as of the date signed.

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

4. **CONTRACTOR RESPONSIBILITIES FOR SUBCONTRACTORS:** The Contractor shall include the language of this section in all tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. The Contractor shall require all subcontractors to comply with all relevant federal, state and municipal laws, rules and regulations whatsoever.
   At the time of subcontract execution, the Contractor shall verify that all tier subcontractors meet the following bidder responsibility criteria:
   1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
   2. Have a current Washington Unified Business Identifier (UBI) number;
   3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
   4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
   5. If applicable, have:
      i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
      ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;
      iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
      iv. An electrical contractor license, if required by Chapter 19.28 RCW;
      v. An elevator contractor license, if required by Chapter 70.87 RCW.
   6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

5. **DELINQUENT STATE TAXES:** The Contractor shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.

6. **COMPENSATION AND SCHEDULE OF PAYMENTS:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City,

the City agrees to pay to the Contractor in the manner and at the times provided hereinafter and in the Contract Documents, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does includes 8.4% Washington State Sales Tax (if applicable) $5,287,752.00.

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

7. **CONTRACTOR'S INSURANCE:** The Contractor agrees to procure insurance coverage as required below:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	$1,000,000
General Aggregate Per Occurrence	$2,000,000
Products & Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability	$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
Each Claim	$1,000,000
Annual Aggregate	$2,000,000
IV. Pollution Legal Liability	
Each Claim	$3,000,000
Annual Aggregate	$6,000,000
V. Builders Risk	
Builder's "All Risk" Property Insurance a. Coverage to include personal property of others in the care, custody and control of the contractor. Coverage should be written for 100% of the completed value. b. For additions or repairs of existing building structures, coverage to include contractor's interest in improvements,	Contract Value

repairs, additions, alterations to completed buildings and subject to items described in “a”.	

8. **CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.

9. **DISPUTE RESOLUTION:** In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or the alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute is not resolved through mediation, it shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04A RCW. The Parties agree to pay their own attorneys' fees and expenses.

10. **EMPLOYMENT OF LABOR:** The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by Chapter 49.28 RCW and WAC 296-127 and any amendment thereto.

11. **PAYMENT OF LABOR:** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx. The prevailing wage rates in effect at the time of the bid submittal deadline shall apply for the duration of the project, no matter how long it lasts. However, if the Contract is awarded more than six months after the bids were due, the prevailing wage rates in effect on the award date shall apply.

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

12. **PAYMENT TO THE CONTRACTOR:** Progress payments to the Contractor shall be made within 30 days of a fully executed Pay Estimate and are in compliance with all contractual requirements. A sum equal to 5% may be reserved and retained from monies earned by the Contractor in accordance with Chapter 60.28 RCW. The City reserves the right to require Contractor to correct any submitted or paid erroneous invoices according to the rates set forth herein. City and Contractor agree that any amount paid in error by City does not constitute a change in the agreed upon amount; Contractor agrees to issue a refund of any overages paid in error by the City.

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

No payment shall be made to the Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed and received approval of a Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040 from the Washington State Department a Labor and Industries. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in RCW 39.12.120. A Contractor and all subcontractors shall, file a copy of its certified payroll records using the Department of Labor and Industries online system on a monthly basis. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

13. **INDEMNIFICATION:** Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, including but not limited to demands, claims, causes of action, suits or judgments, claims of copyright or patent infringement, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Contract.

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

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

14. **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 Contract, 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 or any third party, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of the original City.

15. **PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 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 Chapter 42.17 RCW for withholding or delaying public disclosure of such information.

16. **AMENDMENTS:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written Change Order and/or Amendment and signed by all parties to this Contract.

17. **AUTHORIZATION AND COMPLIANCE WITH THE LAW:** The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.

18. **RELATION OF PARTIES:** The Contractor, its subcontractors, agents and employees are independent contractors performing services for The City and are not employees of City; shall not, as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.

19. **JURISDICATION/VENUE:** In the event that any litigation should arise concerning the construction or interpretation of the terms and/or conditions of this Contract, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Clark. This Contract shall be governed by the law of the State of Washington.

20. **COOPERATIVE PURCHASING**: The Washington State Inter-local Cooperation Act, Chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Contract, 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.

21. **ASSIGNMENT:** This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without the other party’s express written authorization.

22. **TERMINATION FOR CONVENIENCE:** The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

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

23. **TERMINATION FOR CAUSE:** In the event the Contractor is, or has been, in violation of the terms of this Contract, including the solicitation, the City reserves the right, upon written notice to the Contractor, to cancel, terminate, or suspend this contract in whole or in part for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for services performed in accordance with the manner of performance set forth in the Contract.

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

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

25. **WAIVER AND REMEDIES:** City's failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type. Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

26. **ENTIRETY OF CONTRACT:** This Contract incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Contract. 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 Contract.

27. **USE OF CITY'S NAME:** Contractor may not use any of City's name, trademark, service marks, or logo in connection with the services contemplated by this Contract or otherwise without the prior written permission of City, which permission may be withheld for any or no reason and may be subject to certain conditions.

28. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**: During the term of this Contract, Contractor will not discriminate against any employee or applicant for employment in accordance with RCW Chapter 49.60, including, but not limited to creed, religion, race, color, age, sex, marital status, sexual orientation, sexual identity, pregnancy, military status, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative

action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include all terms and conditions of employment, compensation, and benefits, including apprenticeship.

29. BINDING EFFECT: The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.

30. RATIFICATION: Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.

31. ORDER OF PRECEDENCE: Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Amendments to the Contract,
2. This Contract,
3. Addenda to the Solicitation,
4. The Solicitation,
5. Contractor's Proposal,
6. Special Provisions,
7. Contract Plan Set,
8. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
9. General Conditions for Facility Construction,
10. City of Vancouver Standard Plans,
11. WSDOT Amendments to the WSDOT Standard Specifications,
12. WSDOT Standard Specifications,
13. WSDOT Standard Plans.

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

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

Tod Tapani
Tapani Inc
1904 SE 6th Place
Battle Ground WA 98604

By signing below, Contractor accepts the terms and conditions of this Contract and specifically acknowledges and agrees that the provisions contained herein have been mutually negotiated by the Parties.

CITY OF VANCOUVER A municipal corporation	**CONTRACTOR:** Tapani Inc
Eric Holmes, City Manager	Signature
Date	Printed Name /Title
Attest:	Date
Natasha Ramras, City Clerk	
Approved as to form:	
Jonathan Young, City Attorney	

CITY OF Vancouver WASHINGTON

Item #5.

Staff Report 042-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 3/15/2021

SUBJECT Amendment to Professional services agreement C-90662 with engineering firm Brown and Caldwell to include construction management services during construction associated with upgrades to Vancouver's industrial wastewater pretreatment lagoon system (IPL)

Key Points

- The City awarded a contract for IPL upgrade design services in August 2018 (SR 119-18) in the amount of $386,920. There have been two contract amendments to date.
- City staff seeks to exercise optional Phase 7 of contract C-90662, which includes Construction Services support to which Brown and Caldwell will provide a highly qualified Construction Manager with specialty experience to conduct oversight activities of construction obligations.
- City staff recommends amending contract C-90662 to Brown & Caldwell for an additional amount of $260,034 to provide a construction manager during the construction period for Phase 1 of the IPL upgrade project, 2021-22.

Strategic Plan Alignment

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

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

Present Situation

The 40-plus year old IPL receives food-process wastewater from three industries in Vancouver. The IPL is integral to Vancouver's wastewater treatment strategy, particularly with operations at the Westside Wastewater Treatment Plant. The IPL is currently operating with treatment equipment that is beyond its expected service life.

To date the consultant engineering firm and City staff evaluated a wide range of technology options for upgrades to the lagoon system and determined the existing system, with pertinent upgrades, is the most cost effective. The upgrades will include an electrical system overhaul, rehabilitation of infrastructure structures and equipment, a new high efficiency aeration blower and instrumentation for improved process control. Consultant engineering plans and specifications are complete, and approved by the City's building department.

Construction support services were anticipated and included as an optional Phase 7 in contract C-90662. City Construction Engineering staff reviewed the project scope and schedule, and determined a contract construction manager with specialized relevant experience and committed availability through the construction timeline is needed for this unique project.

Advantage(s)

1. The amended contract provides relevant specialized construction management support during construction activity.
2. The construction manager is readily available and will provide good coordination with consultant engineering and technical support staff for the project, as they are on staff with the consultant engineering firm and familiar with the project.

Disadvantage(s)

The contract amendment increases the cost for consultant engineering services, but provides necessary construction support to ensure a successful project. However, the City would incur costs to manage the project using in-house staff if this consultant is not used.

Budget Impact

The IPL upgrade construction project is programmed into the Wastewater Treatment Capital budget for 2021 and 2022 and can accommodate the cost of construction management services requested in this amendment.

Prior Council Review

- August 6, 2018 - Council approval of Professional Services Agreement for Evaluation and Design Services related to Upgrades to Vancouver's Industrial Wastewater Pretreatment Lagoon System (SR 119-18).
- November 4, 2019 – Council approval of Amendment #1to Professional Services Agreement C-90662 with Engineering Firm Brown and Caldwell to included design services for replacement of electrical systems associated with upgrades to Vancouver's industrial wastewater pretreatment lagoon system (SR 150-19).
- September 21, 2020 - Council approval of Amendment #2 to Professional Services Agreement C-90662 with Engineering Firm Brown and Caldwell to include engineering support services such as equipment submittal reviews, design interpretations and technical documentation during construction associated with upgrades to Vancouver's industrial wastewater pretreatment lagoon system (SR 131-20). Amendment #2 did not include a provision for a construction manager because City staff was still evaluating the approach to self-perform or to contract the services.

Action Requested

Authorize an amendment to contract C-100481 (previously C-90662) with Brown and Caldwell, Inc. to include construction management services for construction of upgrades at Vancouver's industrial wastewater pretreatment lagoon system and authorize the City Manager or his designee to execute the attached professional services agreement with Brown & Caldwell, Inc. of Portland, Oregon, with a not-to-exceed total cost of $1,630,201.00, and authorize the City Manager or his designee to approve amendments to this contract, as needed.

Frank Dick, Wastewater Engineering Supervisor, 360-487-7179

ATTACHMENTS:

- Amendment No. 3 – Professional Services for Engineering, Planning & Design for Industrial Wastewater Pretreatment Lagoon
- Attachment A – Scope of Work and Fee Schedule for Amendment No. 3

AMENDMENT No. 3

PROFESSIONAL SERVICES AGREEMENT

ENGINEERING, PLANNING & DESIGN FOR INDUSTRIAL WASTEWATER PRETREATMENT LAGOON

This is an Amendment to **PROFESSIONAL SERVICES** Agreement No. C-100481 (formerly 90662) dated August 10, 2018, by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Brown and Caldwell hereinafter referred to as "Contractor", whose address is 6500 SW Macadam Ave Ste 200 Portland OR 97239.

This amendment modifies the Agreement as follows:

1. **AMEND** the language contained in Section 1, Statement of Work with language in herein attached and by reference made part of the Contract, Attachment A - Amendment No. 3 Scope of Work, Phase 7. Construction Management.
2. **AMEND** the budget in Section 1, of the Contract with the herein attached and by reference made part of the Contract, Attachment A, Amendment No. 3, Budget. Revised authorized budget is increased by $260,034 to a new authorized total of $1,630,101.
3. 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.

CITY OF VANCOUVER
A municipal corporation

____
Eric Holmes, City Manager

____
Date

Attest:

____
Natasha Ramras, City Clerk

Approved as to form:

____
Jonathan Young, City Attorney

CONTRACTOR:
Brown and Caldwell

____
Signature

____
Printed Name /Title

____
Date

Amendment #3

City of Vancouver
Industrial Pretreatment Lagoon Upgrade

Scope of Work

Amendment #3 is specifically for the addition of a BC Construction Manager to manage elements of the services during construction with the Contractor and City staff. BC will field a construction manager on a part time basis, as described below, to manage and augment the City provided staff which includes a construction coordination and a full-time onsite inspector.

Phase 7. Construction Management

Task 720. Construction Manager

Objective To supply a Construction Manager in a part time capacity to manage elements of the construction phase of this project.

Activities BC will provide a construction manager on a part time basis to manage elements of the construction of the Industrial Pretreatment Lagoon Upgrade Project. Elements of these work activities include:

- Conducting progress meetings with the Contractor, BC, and City Engineer and Operations staff. Purpose is to review contractor- provided look ahead schedules, RFIs, and submittal review status, quality, health & safety, and any issues that impact both construction and operations.
- Review monthly pay applications and schedules from the Contractor and make a recommendation for processing invoices and or schedules changes.
- Managing both the Contractor (in coordination with the City inspector) and the BC designer team, per the Contract Documents to achieve a successful project.
- The BC CM is anticipated to be on-site and available for the following time allotment:
    - 5/2021 through 9/2021 – 20% availability to align with limited on-site construction activities. The majority of the CM effort will be based on coordination and assisting with the long lead submittal items that are required to be procured prior to Contractor ramping up construction activities. 176 hours total for this time duration.
    - 10/2021 through 6/2022 – 60% availability to align with being on site 2 days a week at 10 hours per day plus an additional 10% reserve capacity for high intensity construction durations. 864 hours for this time duration.
    - This is based on limited Contractor mobilization and onsite work from NTP through 9/2021 due to high flow/loading times related to canning season and the need to procure load lead items. Most of the onsite construction work is anticipated to be performed 10/2021 through 6/2022.

Deliverables Schedule and pay request approvals, review and approval of daily logs, approval of meeting minutes and other communications including general management of the overall construction activities.

Assumptions BC will supply the Construction Manager on a part time basis to integrate, manage and coordinate between City staff and other BC staff supporting services during construction for the duration of the project. Total hours allowance for the construction manager will not exceed 1.040. Specific scope split between City staff and the CM will be as follows:

- The City will supply an inspector, to be in the field full time starting at contractor mobilization through close out of the project. BC's CM will interface, manage and coordinate directly with the City provided inspector throughout the course of construction for this project. The primary responsibility for the City provided inspector will be to oversee field inspections and daily contractor activities through the entirety of construction, including creation of daily logs, filing of construction photos, attendance at regular construction meetings and close coordination with both the BC CM and BC designers supporting the RFI and Submittal process.
- The City will supply a construction coordinator who will perform the following tasks:
    - Receive, log, and distribute construction-related documents including Requests for Information (RFIs), submittals, schedules, invoicing and change requests from the Contractor using an online EDOC system.
    - Maintain all logs
    - Track apprenticeship goals
    - Prepare agenda and meeting minutes for all construction meetings.
    - Facilitate the processing of all approved invoices and pay requests.
    - Coordinate closer with both the City team (inspector and management staff), the Contractor and the designer team.

Schedule for the work described herein shall commence starting May 1, 2021 and end June 30, 2022.

Fee breakdown for the scope detailed above is shown below:

Brown and Caldwell
Budget

February 19, 2021

Vancouver, City of (WA) -- Vancouver Pretreat Lagoon Design						
		Rosane, Randall L				
Phase	Phase Description		Total Labor Hours	Total Labor Effort	Expense	Total Effort
		$245				
007	**Services During Construction**	1,040	1,040	259,034	1,000	260,034
720	Construction Management	1,040	1,040	259,034	1,000	260,034
	TOTAL	**1,040**	**1,040**	**259,034**	**1,000**	**260,034**

Hours and Dollars are rounded to nearest whole number.
Rates Valid through December 31, 2021.
Task 720 includes 3% escalation for hours worked in 2022.

VOUCHER APPROVAL

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

$ 2,798,436.32 **this 15th day of March 2021.**

MAYOR

COUNCILMEMBER

AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
March 2, 2021 - March 8, 2021	Accounts Payable Checks (see attached)	**$ 2,519,099.20**
March 2, 2021 - March 8, 2021	Hansen City Payments (see attached)	**$ 278,416.30**
March 2, 2021 - March 8, 2021	Visa Refunds (see attached)	**$ 920.82**
March 2, 2021 - March 8, 2021	Payroll Checks (see attached)	**$ -**
TOTAL		**$ 2,798,436.32**

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Manual Wire	No Reference	3/1/2021	1,765.10	Athlactron Holding	
Supplier Payment	Manual Wire	No Reference	3/1/2021	307,723.25	State of Washington Department of Revenue	
Supplier Payment	Manual Wire	No Reference	3/2/2021	10,025.23	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire	No Reference	3/2/2021	777,465.82	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	3/3/2021	18,130.88	Bank Of America N.A.	
Supplier Payment	Manual Wire	No Reference	3/4/2021	1,032.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Expense Payment	Direct Deposit	EFT-00091922	3/4/2021	277.00	William Ashford	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00091923	3/4/2021	26.28	Jessica George	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00091924	3/4/2021	139.49	Daniel Perez	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00091925	3/4/2021	175.00	Storme Telford	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00091926	3/4/2021	57.00	Lee Gelsinger	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00091927	3/4/2021	89.60	James Fields	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00091928	3/4/2021	60.00	Mike McDonald	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00091929	3/4/2021	90.00	Isidoro Flores	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00091930	3/4/2021	184.23	Shawn Kandoll	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00091931	3/4/2021	3.00	Rainy Rau	Employee Reimbursement
Supplier Payment	EFT	EFT-00091932	3/4/2021	112,431.82	Share Inc	
Supplier Payment	EFT	EFT-00091933	3/4/2021	17,384.11	North Side Electric Inc	
Supplier Payment	EFT	EFT-00091934	3/4/2021	85,000.00	Vancouver Housing Authority	
Supplier Payment	EFT	EFT-00091935	3/4/2021	20,089.09	Lynn K Wittwer MD PC	
Supplier Payment	EFT	EFT-00091936	3/4/2021	1,993.73	YWCA Clark County	
Supplier Payment	EFT	EFT-00091937	3/4/2021	97,262.22	Palindrome Vancouver Limited Partnership	
Supplier Payment	EFT	EFT-00091938	3/4/2021	1,998.20	Six Degrees Inc	
Supplier Payment	EFT	EFT-00091939	3/4/2021	5,826.78	Go Connect	
Supplier Payment	EFT	EFT-00091940	3/4/2021	6,635.50	Otak Inc	
Supplier Payment	EFT	EFT-00091941	3/4/2021	19,453.48	Evoqua Water Technologies LLC	
Supplier Payment	EFT	EFT-00091942	3/4/2021	169,090.99	Peterson Power Systems Inc	
Supplier Payment	EFT	EFT-00091943	3/4/2021	20,239.36	GRIDSMART Technologies Inc	
Supplier Payment	EFT	EFT-00091944	3/4/2021	29,224.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00091945	3/4/2021	3,203.22	Metro Overhead Door Inc	
Ad Hoc Payment	Check	20625	3/3/2021	167.00	100th Circle LLC	Utility Refunds: 0077091800-13 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	20626	3/3/2021	116.39	Alexandria Starr	Utility Refunds: 0123003858-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	20627	3/3/2021	639.10	Amber Trimble	CMI-285132 refund
Ad Hoc Payment	Check	20628	3/3/2021	35.00	Andrea Knooth	refund Allegiance
Ad Hoc Payment	Check	20629	3/3/2021	276.00	Andrew Keirstead and Michael	Utility Refunds: 0126000156-03
Ad Hoc Payment	Check	20630	3/3/2021	651.36	Angelita Gonzalez	Utility Refunds: 0108006689-10
Ad Hoc Payment	Check	20631	3/3/2021	33.75	Ashdown,Misty and Jeromy	Utility Refunds: 0088026400-06
Ad Hoc Payment	Check	20632	3/3/2021	148.10	Avila,Angel and Maria	Utility Refunds: 0040072150-03
Ad Hoc Payment	Check	20633	3/3/2021	25.21	Barbara and Gerald Frislie Trustees	Utility Refunds: 0000005241-03

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Ad Hoc Payment	Check	20634	3/3/2021	109.02	Bean,David	Utility Refunds: 0098024600-04
Ad Hoc Payment	Check	20635	3/3/2021	70.98	Bean,David and Karen	Utility Refunds: 0098024600-04
Ad Hoc Payment	Check	20636	3/3/2021	152.88	Benjamin and Theodore Padgett and Tristin Glennon	Utility Refunds: 0064033900-09 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	20637	3/3/2021	50.00	Big 5 Sporting Goods #316	refund alarm inv #99430096
Ad Hoc Payment	Check	20638	3/3/2021	50.00	Bill / Lori Toops	refund alarm iv #99428957
Ad Hoc Payment	Check	20639	3/3/2021	620.50	Bluestone & Hockley Realty, Inc	CMI-288388 refund of check overage
Ad Hoc Payment	Check	20640	3/3/2021	71.46	Bryant,Steve and Dorothy	Utility Refunds: 0107000842-03
Ad Hoc Payment	Check	20641	3/3/2021	76.77	Callie Armstrong	refund pkg permit COV09163
Ad Hoc Payment	Check	20642	3/3/2021	242.29	Campbell,Sara	Utility Refunds: 0059090100-05
Ad Hoc Payment	Check	20643	3/3/2021	32.86	C and E Real Estate	Utility Refunds: 0055018500-01
Ad Hoc Payment	Check	20644	3/3/2021	289.54	Cao,Phi	Utility Refunds: 0043068026-07
Ad Hoc Payment	Check	20645	3/3/2021	126.14	Carla Thoreson, Sucessor Trustee	Utility Refunds: 0114006932-07
Ad Hoc Payment	Check	20646	3/3/2021	146.02	Cassidy Newcomb	Utility Refunds: 0044077971-02
Ad Hoc Payment	Check	20647	3/3/2021	102.67	Charleton,Kimberly and Kyle	Utility Refunds: 0112097116-03
Ad Hoc Payment	Check	20648	3/3/2021	20.00	Childs Play Learning Center	refund alarm inv #99428220
Ad Hoc Payment	Check	20649	3/3/2021	5,276.93	Clark County Facilities Management	CMI-295973 refund
Ad Hoc Payment	Check	20650	3/3/2021	59.51	Custom Mechanical Services NW LLC	MPE-296228 refund
Ad Hoc Payment	Check	20651	3/3/2021	50.91	Deborah Brecken and Alton Stone Jr	Utility Refunds: 0039026000-02
Ad Hoc Payment	Check	20652	3/3/2021	74.62	Donna Ottman and Dennis Brown	Utility Refunds: 0022024800-01
Ad Hoc Payment	Check	20653	3/3/2021	195.08	Drape,Dollie	Utility Refunds: 0062000226-10
Ad Hoc Payment	Check	20654	3/3/2021	85.00	DR HORTON INC - PORTLAND	RES-290439 refund
Ad Hoc Payment	Check	20655	3/3/2021	20.00	Edwin / Lavanda Hiebert	refund alarm inv #99428310
Ad Hoc Payment	Check	20656	3/3/2021	109.62	Elaine Stellini	Utility Refunds: 0002000112-01
Ad Hoc Payment	Check	20657	3/3/2021	7,894.75	Eric Olson Electric Inc	MPE-295894 refund
Ad Hoc Payment	Check	20658	3/3/2021	156.57	Esau,Don and Kristina	Utility Refunds: 0072000754-01
Ad Hoc Payment	Check	20659	3/3/2021	36.35	Gill,Doug and Syreeta	Utility Refunds: 0075011400-11
Ad Hoc Payment	Check	20660	3/3/2021	189.41	Ginn Property Management	Utility Refunds: 0000007987-02
Ad Hoc Payment	Check	20661	3/3/2021	87.70	Grindle,Brian and Rachel	Utility Refunds: 0000004568-03
Ad Hoc Payment	Check	20662	3/3/2021	53.30	Grindle,Rachel	Utility Refunds: 0000004568-03
Ad Hoc Payment	Check	20663	3/3/2021	962.50	IWF Oregon	20210208
Ad Hoc Payment	Check	20664	3/3/2021	82.59	James and Samantha King	Utility Refunds: 0003038100-06
Ad Hoc Payment	Check	20665	3/3/2021	112.06	James King	Utility Refunds: 0003038100-06
Ad Hoc Payment	Check	20666	3/3/2021	128.80	Jaramiah and Tara Jacobs	Utility Refunds: 0000007435-03
Ad Hoc Payment	Check	20667	3/3/2021	415.10	Jeremy LaFave	RES-287093 refund
Ad Hoc Payment	Check	20668	3/3/2021	725.28	JIMMY AND HANG VILAYSANH	Utility Refunds: 0115000700-02
Ad Hoc Payment	Check	20669	3/3/2021	78.79	Judkins,Marcia	Utility Refunds: 0000005241-03
Ad Hoc Payment	Check	20670	3/3/2021	80.37	Keller,Larry and Sandra	Utility Refunds: 0068034100-07
Ad Hoc Payment	Check	20671	3/3/2021	54.58	Key Property Services Inc	Utility Refunds: 0000006253-03
Ad Hoc Payment	Check	20672	3/3/2021	215.72	Kreig,Loresa	Utility Refunds: 0057027400-05
Ad Hoc Payment	Check	20673	3/3/2021	131.00	Kruse,Dane and Cheyenne	Utility Refunds: 0059037602-06
Ad Hoc Payment	Check	20674	3/3/2021	55.94	Leon Oberreuter	Utility Refunds: 0004022400-13
Ad Hoc Payment	Check	20675	3/3/2021	177.27	Leslie E Wood Trustee	Utility Refunds: 0073002960-04
Ad Hoc Payment	Check	20676	3/3/2021	266.66	Linda James	Utility Refunds: 0121040066-00
Ad Hoc Payment	Check	20677	3/3/2021	100.26	Lorraine S Youngs	Utility Refunds: 0006057500-01
Ad Hoc Payment	Check	20678	3/3/2021	421.38	Lucy Clark and David Dyche	Utility Refunds: 0020053500-08
Ad Hoc Payment	Check	20679	3/3/2021	46.79	Mary Denise Smith	Utility Refunds: 0004025600-08
Ad Hoc Payment	Check	20680	3/3/2021	151.22	McCuistion,Adam	Utility Refunds: 0048041031-02
Ad Hoc Payment	Check	20681	3/3/2021	246.17	Meladze,Antandil	Utility Refunds: 0118010145-04

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Ad Hoc Payment	Check	20682	3/3/2021	113.03	Melonnie K Martin, Trustee	Utility Refunds: 0005025300-07
Ad Hoc Payment	Check	20683	3/3/2021	20.00	Michael Cyphers	refund alarm inv #99428426
Ad Hoc Payment	Check	20684	3/3/2021	98.00	Michael Thompson Sr, Personal Rep	Utility Refunds: 0089029900-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	20685	3/3/2021	24.02	Miles-Christensen,Lori	Utility Refunds: 0113005963-03
Ad Hoc Payment	Check	20686	3/3/2021	133.80	Minh Q Nguyen and Thao Phuong Dang	Utility Refunds: 0124000458-11
Ad Hoc Payment	Check	20687	3/3/2021	8.26	Nichole Pratap	Utility Refunds: 0000005378-02
Ad Hoc Payment	Check	20688	3/3/2021	167.90	Norfleet,Joy and Daniel	Utility Refunds: 0063082000-07
Ad Hoc Payment	Check	20689	3/3/2021	143.38	Ottman,Donna	Utility Refunds: 0022024800-01
Ad Hoc Payment	Check	20690	3/3/2021	88.60	Overton,Helen	Utility Refunds: 0077045520-02
Ad Hoc Payment	Check	20691	3/3/2021	54.40	Overton,PJ	Utility Refunds: 0077045520-02
Ad Hoc Payment	Check	20692	3/3/2021	82.21	Paul Gornitzka	RES-284476 refund
Ad Hoc Payment	Check	20693	3/3/2021	22.16	Peter Reich	refund pkg permit COV09184
Ad Hoc Payment	Check	20694	3/3/2021	43.71	Porambo,Bernard and Rosemarie	Utility Refunds: 0071074500-07
Ad Hoc Payment	Check	20695	3/3/2021	81.74	Pratap,Jason and Nichole	Utility Refunds: 0000005378-02
Ad Hoc Payment	Check	20696	3/3/2021	211.00	Richard Rogissart	Utility Refunds: 0003019100-04 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	20697	3/3/2021	53.47	Robert A Olsen	Utility Refunds: 0011007200-01
Ad Hoc Payment	Check	20698	3/3/2021	39.89	Rodewald,Melina and Alexander	Utility Refunds: 0058058056-04
Ad Hoc Payment	Check	20699	3/3/2021	248.26	Ryan Wayno and Yukiko Jane	Utility Refunds: 0020033500-19
Ad Hoc Payment	Check	20700	3/3/2021	174.40	Sadri,Jan	Utility Refunds: 0064067608-21 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	20701	3/3/2021	178.82	Shorey,Edwin	Utility Refunds: 0101000160-02
Ad Hoc Payment	Check	20702	3/3/2021	252.50	Shulman,Bret	Utility Refunds: 0048068683-01
Ad Hoc Payment	Check	20703	3/3/2021	150.97	Shulman,Bret and Stephanie	Utility Refunds: 0048068683-01
Ad Hoc Payment	Check	20704	3/3/2021	50.34	Smith,Michael and Lizvet	Utility Refunds: 0072001804-03
Ad Hoc Payment	Check	20705	3/3/2021	186.64	Spangler,Natalie and Damien	Utility Refunds: 0063031700-04
Ad Hoc Payment	Check	20706	3/3/2021	175.32	Stanisel,Alex	Utility Refunds: 0022066400-06
Ad Hoc Payment	Check	20707	3/3/2021	188.87	Stanisel,Alex	Utility Refunds: 0022066300-06
Ad Hoc Payment	Check	20708	3/3/2021	47.07	Stebbins,Bruce and De Ann	Utility Refunds: 0032024200-05
Ad Hoc Payment	Check	20709	3/3/2021	59.38	Steve Jasnoch	MPE-291641 refund
Ad Hoc Payment	Check	20710	3/3/2021	68.81	Strub,Tracy	Utility Refunds: 0050009515-08
Ad Hoc Payment	Check	20711	3/3/2021	93.32	Suzanne Franchini Co Trustee	Utility Refunds: 0050002780-02
Ad Hoc Payment	Check	20712	3/3/2021	81.33	Tatiana Youseff and Yana Usov	Utility Refunds: 0067011250-17
Ad Hoc Payment	Check	20713	3/3/2021	105.06	Tehrani,Diana	Utility Refunds: 0070088701-03
Ad Hoc Payment	Check	20714	3/3/2021	84.70	The Estate of Jeffrey Barrio	Utility Refunds: 0115025070-02
Ad Hoc Payment	Check	20715	3/3/2021	51.49	Theresa Gambetta	Utility Refunds: 0000007579-02
Ad Hoc Payment	Check	20716	3/3/2021	155.32	Tod and Bernadine Nicherson Trustees	Utility Refunds: 0045011468-03
Ad Hoc Payment	Check	20717	3/3/2021	46.07	Tracy Strub and Judith Miller	Utility Refunds: 0050009515-08
Ad Hoc Payment	Check	20718	3/3/2021	1,000.00	Velma Moll	Utility Refunds: 0087010086-02
Ad Hoc Payment	Check	20719	3/3/2021	56.21	Vitug,Orlan and Mae	Utility Refunds: 0000004501-03
Ad Hoc Payment	Check	20720	3/3/2021	181.49	Williams,Vicki	Utility Refunds: 0079036600-06
Ad Hoc Payment	Check	20721	3/3/2021	227.00	Wilson,Rodney	Utility Refunds: 0085049015-10 Consolidated refund created from multiple refunds
Supplier Payment	Check	20722	3/3/2021	103.04	Airgas, Inc	
Supplier Payment	Check	20723	3/3/2021	588.61	A-Line Asphalt Maintenance Inc	
Supplier Payment	Check	20724	3/3/2021	992.00	Allegiance Benefit Plan Management Inc	
Supplier Payment	Check	20725	3/3/2021	179.41	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	20726	3/3/2021	2,122.75	Aspect Consulting LLC	
Supplier Payment	Check	20727	3/3/2021	86.92	AT & T Mobility II LLC	

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Check	20728	3/3/2021	4,420.00	Cascadia Consulting Group Inc	
Supplier Payment	Check	20729	3/3/2021	30,891.28	CECO Inc	
Supplier Payment	Check	20730	3/3/2021	1,212.00	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	20731	3/3/2021	5,000.00	CFM Strategic Communications Inc	
Supplier Payment	Check	20732	3/3/2021	3,405.20	Chicago Title Company of WA	
Supplier Payment	Check	20733	3/3/2021	1,292.80	Cintas	
Supplier Payment	Check	20734	3/3/2021	426.00	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Check	20735	3/3/2021	38.37	Clark County - Remit-To: Clark County - Treasurer Seattle	
Supplier Payment	Check	20736	3/3/2021	471.92	Clark Public Utility District No. 1	
Supplier Payment	Check	20737	3/3/2021	388.89	Clark Public Utility District No. 1	
Supplier Payment	Check	20738	3/3/2021	600.51	Clark Public Utility District No. 1	
Supplier Payment	Check	20739	3/3/2021	548.87	Clark Public Utility District No. 1	
Supplier Payment	Check	20740	3/3/2021	763.74	Clark Public Utility District No. 1	
Supplier Payment	Check	20741	3/3/2021	596.39	Clark Public Utility District No. 1	
Supplier Payment	Check	20742	3/3/2021	783.94	Clark Public Utility District No. 1	
Supplier Payment	Check	20743	3/3/2021	44.13	Clark Public Utility District No. 1	
Supplier Payment	Check	20744	3/3/2021	815.91	Columbia Resource Company	
Supplier Payment	Check	20745	3/3/2021	4,975.16	Columbia West Engineering	
Supplier Payment	Check	20746	3/3/2021	193.27	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	20747	3/3/2021	19,642.95	Council for the Homeless	
Supplier Payment	Check	20748	3/3/2021	666.50	Courier Northwest	
Supplier Payment	Check	20749	3/3/2021	6,250.00	CPS HR Consulting	
Supplier Payment	Check	20750	3/3/2021	23,076.93	Dan's Tractor Inc	
Supplier Payment	Check	20751	3/3/2021	262.00	Dex Media West	
Supplier Payment	Check	20752	3/3/2021	5,269.33	Distinctive Landscape LLC	
Supplier Payment	Check	20753	3/3/2021	2,713.89	Eagle Newspaper Inc	
Supplier Payment	Check	20754	3/3/2021	43,511.93	EnviroIssues Inc	
Supplier Payment	Check	20755	3/3/2021	91.98	Epic Land Solutions Inc	
Supplier Payment	Check	20756	3/3/2021	56.37	Experian Marketing Solutions - Remit-To: Experian - Los Angeles	
Supplier Payment	Check	20757	3/3/2021	6,691.25	Financial Consulting Solutions Group Inc	
Supplier Payment	Check	20758	3/3/2021	4,878.00	GrantAnalyst.com LLC	
Supplier Payment	Check	20759	3/3/2021	250.00	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	20760	3/3/2021	8,953.24	H D Fowler Company Inc	
Supplier Payment	Check	20761	3/3/2021	6,341.16	Herrera Environmental Consultants Inc	
Supplier Payment	Check	20762	3/3/2021	203.50	Investigative Solutions LLC	
Supplier Payment	Check	20763	3/3/2021	8,638.30	Iron Horse LLC	
Supplier Payment	Check	20764	3/3/2021	765.75	J-2 Blueprint Supply Co.	
Supplier Payment	Check	20765	3/3/2021	1,626.00	Jamestown Networks	
Supplier Payment	Check	20766	3/3/2021	6,125.00	Kennedy Jenks Consultants - Remit-To: Kennedy Jenks Consulting	
Supplier Payment	Check	20767	3/3/2021	180.00	Kronos Incorporated - Remit-To: Atlanta	
Supplier Payment	Check	20768	3/3/2021	19,312.72	L.N. Curtis & Sons - Remit-To: Supplier L.N. Curtis & Sons	
Supplier Payment	Check	20769	3/3/2021	1,514.34	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	20770	3/3/2021	11,358.00	Latitude Geographics	
Supplier Payment	Check	20771	3/3/2021	4,232.54	Mackenzie Engineering Inc	
Supplier Payment	Check	20772	3/3/2021	298.10	Mark IV Enterprises Inc	

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Check	20773	3/3/2021	75.00	Marquam Group LTD	
Supplier Payment	Check	20774	3/3/2021	2,006.48	Mascott Equipment Co	
Supplier Payment	Check	20775	3/3/2021	29,001.50	Maul Foster & Alongi Inc	
Supplier Payment	Check	20776	3/3/2021	1,000.00	Message Gears LLC	
Supplier Payment	Check	20777	3/3/2021	42,294.30	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	20778	3/3/2021	904.50	Murray Smith Inc	
Supplier Payment	Check	20779	3/3/2021	2,531.59	National Software Inc	
Supplier Payment	Check	20780	3/3/2021	28,031.63	Nelson Nygaard Consulting Associates Inc - Remit-To: Nelson Nygaard Consulting Associates Inc	
Supplier Payment	Check	20781	3/3/2021	92,371.42	Northwest Construction General Contracting Inc	
Supplier Payment	Check	20782	3/3/2021	53.82	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	20783	3/3/2021	1,287.21	One Call Concepts Inc	
Supplier Payment	Check	20784	3/3/2021	8,795.00	Parkeon	
Supplier Payment	Check	20785	3/3/2021	2,166.54	Passport Labs Inc. - Remit-To: Passport Labs Inc	
Supplier Payment	Check	20786	3/3/2021	7,125.50	PBS Engineering and Environmental Inc	
Supplier Payment	Check	20787	3/3/2021	685.52	Physio-Control Inc - Remit-To: Stryker Medical	
Supplier Payment	Check	20788	3/3/2021	1,197.90	Porter W Yett Company	
Supplier Payment	Check	20789	3/3/2021	12,322.41	PPC Solutions Inc	
Supplier Payment	Check	20790	3/3/2021	777.88	Qwest Corp - Remit-To: Qwest CABS - Monroe	
Supplier Payment	Check	20791	3/3/2021	10,885.85	Qwest Corp - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	20792	3/3/2021	5,376.23	Retail Lockbox Inc	
Supplier Payment	Check	20793	3/3/2021	135.75	Richard L Hepper	
Supplier Payment	Check	20794	3/3/2021	274.28	River City Environmental	
Supplier Payment	Check	20795	3/3/2021	5,635.20	Scott Edwards Architecture LLP	
Supplier Payment	Check	20796	3/3/2021	823.84	Security Contractors Services	
Supplier Payment	Check	20797	3/3/2021	6,267.00	Sequence Graphics LLC	
Supplier Payment	Check	20798	3/3/2021	5.23	Shred It USA LLC	
Supplier Payment	Check	20799	3/3/2021	9,200.73	SP Plus Corporation	
Supplier Payment	Check	20800	3/3/2021	20,514.69	Stan Bonham Company Inc - Remit-To: RMT Equipment	
Supplier Payment	Check	20801	3/3/2021	3,673.19	Stantec Consulting Services Inc - Remit-To: Stantec - Chicago	
Supplier Payment	Check	20802	3/3/2021	4.98	State of Oregon Department of Transportation - Remit-To: OR DMV - Salem	
Supplier Payment	Check	20803	3/3/2021	88,713.36	State of Washington Department of Ecology - Remit-To: State of Washington Department of Ecology	
Supplier Payment	Check	20804	3/3/2021	128.43	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Check	20805	3/3/2021	53.43	Stericycle Inc	
Supplier Payment	Check	20806	3/3/2021	301.50	Summit Law Group	
Supplier Payment	Check	20807	3/3/2021	2,631.56	T2 Systems Inc - Remit-To: T2- Atlanta	
Supplier Payment	Check	20808	3/3/2021	518.15	Towing & Recovering Services Inc	
Supplier Payment	Check	20809	3/3/2021	1,052.57	Transunion Risk & Alternative Data Solutions Inc	
Supplier Payment	Check	20810	3/3/2021	15.45	United Parcel Service	
Supplier Payment	Check	20811	3/3/2021	2,349.08	Vancouvercenter Condominium Association	
Supplier Payment	Check	20812	3/3/2021	4,000.00	Vancouver Downtown Association	
Supplier Payment	Check	20813	3/3/2021	1,013.73	Walter E Nelson Company	

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

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Check	20814	3/3/2021	66,107.17	Wilson Oil Inc	
Supplier Payment	Check	20815	3/3/2021	3,512.09	W Todd Pascoe	
Supplier Payment	Check	20816	3/3/2021	139.85	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	
Supplier Payment	Check	20817	3/3/2021	73,690.93	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland	
Supplier Payment	Check	20818	3/3/2021	270.15	State of Washington Department of Retirement System (PERS)	
Customer Refund	Check	20819	3/3/2021	5.10	JESSICA CORPRON	STAYS overpayment
			SUBTOTAL	**2,519,099.20**		
Hansen			3/8/2021	278,416.30	City Payments	Posted 03-01-21 to 03-07-21
			SUBTOTAL	**278,416.30**		
Visa			3/8/2021	920.82	Miscellaneous	Parks Class Refunds - FCC 03-01-21 to 03-07-21
Visa			3/8/2021	0.00	Miscellaneous	Parks Class Refunds - MCC 03-01-21 to 03-07-21
Visa			3/8/2021	0.00	Miscellaneous	Parks Class Refunds - Special Events 02-22-21 to 02-28-21
Visa			3/8/2021	0.00	Miscellaneous	Parks Class Refunds - WREC 03-01-21 to 03-07-21
			SUBTOTAL	**920.82**		
			TOTAL	**2,798,436.32**		

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

City of Vancouver
Payroll Council Report
March 2, 2021 - March 8, 2021

Check No.	Date	Explanation	Amount
		No payroll this period	

$ -

Multi-Family Tax Exemption Program
Phase 1 Changes

March 15, 2021

City Council Public Hearing

Chad Eiken, CED Director

Peggy Sheehan, Community Services Manager

CITY OF Vancouver WASHINGTON

Presentation Overview

- Presentation Overview
  - Program Context
  - Review of MFTE Workplan for 2021
  - Proposed Interim Revision to Affordability Terminology
  - Proposed Revision to Public Benefit Options
  - Proposed Expansion of Downtown MFTE Area
  - Council Questions and Discussion

MFTE Program Context

- Purpose and benefits
  - Incentivize higher density residential development in designated urban centers
  - Supports more efficient delivery of services and use of infrastructure
  - More efficient community footprint – climate impacts
  - More vibrant community, stronger commercial districts and stronger tax base over time
  - Generational Return on Investment (50 + years)

- Program management
  - Annual monitoring & rent level verification

Prior Council Feedback on MFTE Program

- January 4, 2021 Workshop
  - Maintain program as an economic development tool;
  - Propose interim “fix” to affordable terminology pending further analysis of parameters;
  - Sharpen definition of “public amenity” for market rate projects;
  - Expand geographic boundaries of program to other areas of the City (e.g. Mill Plain Corridor, The Heights) where it makes sense;
  - Tailor program tools to advance related policy objectives by geographic area
- February 22, 2021 Workshop
  - Tighten up public benefit requirement options: 1) Parking (structured and certain % above minimum); 2) Public Art (subject to review by Cultural Commission); 3) Minimum size of public plazas

CITY OF Vancouver WASHINGTON

MFTE 2021 Work Program (High Level)

Timeframe	Issue/Task	Objective
Q1, 2021 (Phase 1)	Interim solution to rename affordable option as “income based”; delete problematic public benefit requirement options; consider bringing in Kirkland properties to VCCV	Fix “affordable” language until AMI issue resolved and remove “landscaping, enhanced building design, etc. ” from public benefit requirement
Q2, 2021 (Phase 2)	Additional analysis regarding use of MFTE for affordable housing; link to Vancouver incomes; consider setting affordable housing targets; add a fee-in-lieu	Tailor affordable options to increase usage of affordable options; address public benefit requirement including adding a fee-in-lieu

(Continued)

MFTE 2021 Work Program (continued)

Timeframe	Issue/Task	Objective
Q2-Q3, 2021 (Phase 2 cont.)	Consider expansion of MFTE program area to other areas (.e.g Mill Plain Corridor, Heights, expanded Fourth Plain). Evaluate characteristics of areas to determine how program can advance identified policy goals	Develop a highly customized program, by area, that is responsive to specific policy goals (e.g. unit type, affordability, owner occupancy, etc.)
Q3, 2021	Return to Council with set of comprehensive changes	Maximize use of MFTE Program in areas where higher density housing is desired

CITY OF Vancouver WASHINGTON

1. Revise Affordability Terminology

The Issue:

- Current MFTE program affordable options are not resulting in rents affordable using Vancouver median incomes; options are “affordable” in name only because they are based on Portland Metro incomes versus Vancouver incomes
- More analysis is required develop parameters that balance goal of creating truly affordable options without significantly affecting participation in the program
- Council direction to revise terminology for now pending further study

1. Revise Affordability Terminology – why it matters

Affordable

[max housing costs @ 30% of Vancouver Median Household Income]

Methods of support:

- Affordable Housing Fund
- Affordable Housing Sales Tax
- State Low Income Housing Tax Credits (LIHTC)
- CDBG/HOME
- Housing Vouchers

Income Based

[max housing costs @ 30% of 60% - 100% of HUD Area Median Income]

Methods of support:

- MFTE Program
- CDBG/HOME

Market Rate

[no income limits]

Method of support:

- MFTE Program

1. Revise Affordability Terminology (cont.)

Proposed Solution:

- Amend ordinance to replace “affordable” with “income-based” while more substantive changes to the affordability parameters are under review
- Delete definition of “Affordable Housing”
- Add Definition of Income-Based Housing using previous definition of “Affordable Housing:” *Residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty percent of the household's monthly income.*

Result: Ordinance is more accurate and transparent while affordability/income limits are being reviewed further

2. Modify Public Benefit Options

Issue:

Current broad definition of "public benefit" for 8-year market rate housing projects in exchange for not providing any affordable units has led to inconsistencies and confusion.

DRAFT Solution (subject to Council feedback):

- *Public art consistent with the City's adopted Arts, Culture and Heritage Plan and subject to review by the Vancouver Cultural Commission*
- *Additional structured parking in excess of at least 10% of the minimum required parking spaces*
- *Significantly enhanced public infrastructure not otherwise required by development standards valued at least 25% of the estimated tax benefit*

2. Modify Public Benefit Options (cont.)

Modify or retain the following options:

- *Enhanced infrastructure (e.g. public plazas <u>of at least 1,000 square feet and permanently accessible to the public</u>, wider sidewalks, undergrounding utilities) <u>not otherwise required by development standards</u>*
- *Homeownership component*

Delete the following options: *Enhanced landscaping, energy efficiency, consistency with the subarea plan*

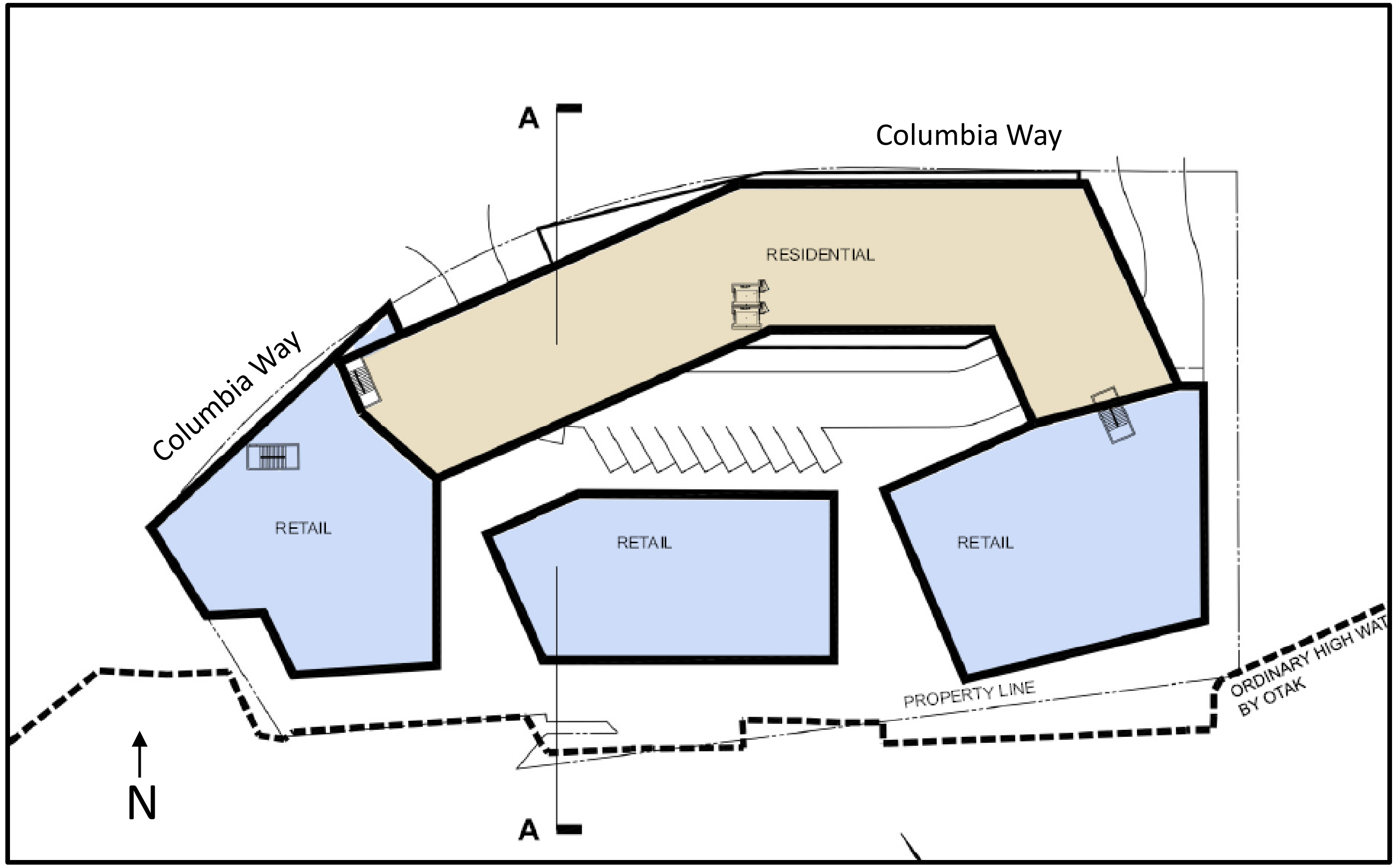
Add: *<u>The cost of such features shall collectively be no less than 25% of the estimated tax benefit over the abatement period and shall be completed and inspected prior to a certificate of occupancy being issued.</u>*

3. Expand Downtown MFTE Boundary

- Kirkland Development is proposing to redevelop property immediately east of I-5 for a mixed-use project
- Proposal is for 200-220 market rate multi-family units, 115,000-140,000 square feet of office, retail and restaurant space, and structured parking
- Request is to expand Downtown MFTE area to include "Kirkland East" project.

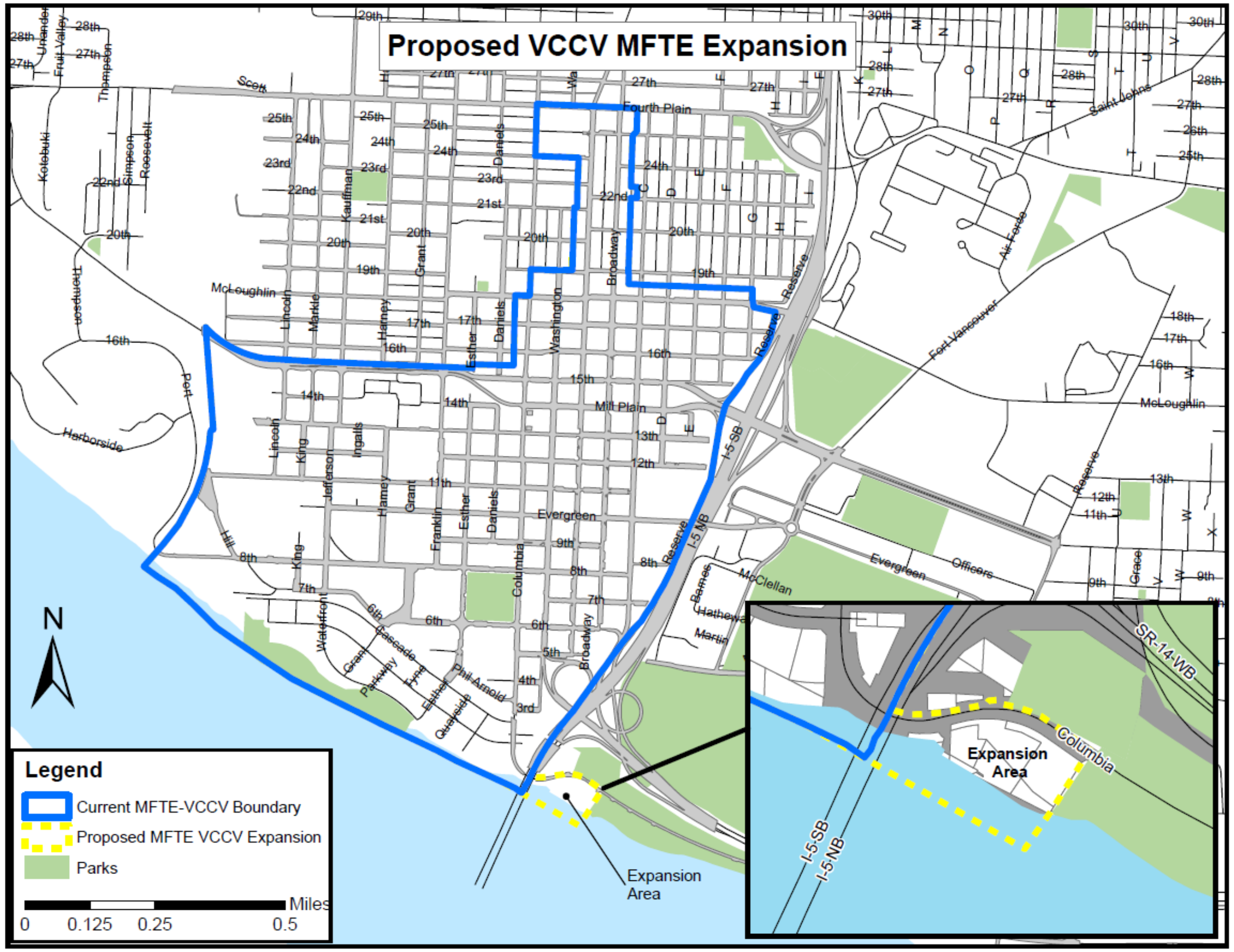
CITY OF Vancouver WASHINGTON

Kirkland East Project



Proposed MFTE Boundary Change

- Would add 2.0 acres to Downtown MFTE Area
- Site is zoned CX, City Center – same as downtown
- Site would meet eligibility criteria for MFTE program
- MFTE incentive would facilitate redevelopment and increased density
- Public benefits must be ‘above and beyond’ code requirements



CITY OF Vancouver WASHINGTON

Next Steps

- March 15, 2021 Second Reading, Public Hearing
- March 22, 2021 Workshop on Kirkland East project specifics
- April 15, 2021 Ordinance takes effect

- Legislative activity – monitor and advocate

- Future phases following legislative session

Questions and Discussion

Chad Eiken, CED Director
chad.eiken@cityofvancouver.us
Peggy Sheehan, Community Services Mgr.
peggy.sheehan@cityofvancouver.us

Item #7.

Staff Report 037-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 3/15/2021

SUBJECT Multi-Family Tax Exemption Program Phase 1 Changes

Key Points

- Washington State Law authorizes cities to adopt a multi-family tax exemption program in certain areas and subject to certain restrictions.
- City of Vancouver has had a Multi-Family Tax Exemption Program in place since 1997, and recent projects have highlighted the need to revise several areas of the code to improve clarity;
- A comprehensive review of the program is underway and is expected to lead to further recommended revisions by the end of 2021.
- Council has requested more immediate action to address two issues in the interim: 1) replace the term "affordable" with "income based" to acknowledge that the current requirements do not result in housing that is affordable using Vancouver-based incomes, and 2) clarify or delete several "public amenities" which would satisfy the public benefit requirement under the market rate housing option, which are difficult to measure or simply not appropriate.
- Additionally, and separate from ongoing discussions regarding possible improvements to the program, a developer of a 2.0 acre property located immediately adjacent to the downtown MFTE area has requested that the property be incorporated into the MFTE area in order for a redevelopment project to utilize the program, and their request is incorporated in the attached ordinance.
- The proposed changes will apply to any new MFTE request that is submitted after the ordinance takes effect.

Strategic Plan Alignment

Objective 6.2.1: Develop a broader range of housing choices through incentives, changes in regulations, and implementation of the Affordable Housing Task Force recommendations

Present Situation

On December 7, 2020, staff proposed an ordinance for Council approval that would have adjusted the Area Median Income (AMI) used to determine maximum affordable rents by -30% to be more representative of Vancouver's median income. Following a discussion after the public hearing, Council voted to not approve the ordinance, citing concerns about how such a change might inadvertently reduce participation in the MFTE Program and therefore decrease the supply of new units.

Council remains concerned about the disparity between the HUD-based “affordable income” benchmark used by the program and Vancouver-specific incomes, and asked staff to return with a proposal that would balance the desire to base the affordable options on Vancouver median income with a desire for the program to continue to provide an attractive incentive for development of new housing targeted to a range of income levels. The current reference to “affordable” in the MFTE ordinance communicates that the program is designed to deliver housing that is affordable to Vancouver residents when in fact – because fo the disparity noted above - it is not. The MFTE is, however, effective at stimulating development of additional multi-family housing available to a range of income levels.

Council discussion suggested that the benefits of the program could be maintained and the ordinance be made more accurate if the term “affordable housing” were replaced throughout the ordinance with some other term that is more accurate. While it will take some time to develop an alternative to the current “affordable” option that balances the above goals, staff could return to Council on a fairly short time frame with an ordinance that replaces “affordable housing” with “below market,” “work force,” or “income-based.”

Based on feedback from Council on December 7, 2020 regarding the proposal to revise the Area Median Income (AMI) benchmark used by the program, staff revised the proposed work program to combine an analysis of the affordable options into more comprehensive look at how the program is working, areas where it might be expanded, and how the program can be further refined to address specific policy goals in each area. At the January 4, 2021, Council workshop, staff provided more data on how the MFTE program has been used since 2001, and proposed a revised work program for addressing the above issues in a more holistic manner.

At the January workshop, Council acknowledged more time would be needed to develop a more comprehensive set of revisions to the program, and confirmed their interest in more quickly advancing changes to the MFTE ordinance that address: 1) the lack of clarity in the public benefit requirement for market rate housing, and 2) elimination of the use of the term “affordable” in the ordinance when the maximum rents under the “affordable” options have been found to not be affordable to families earning below the Vancouver-specific median income level. These are seen as potentially being interim changes until a set of more comprehensive changes can be considered later this year.

The proposed ordinance would provide for the following phase 1 program revisions:

1. Replacement of the term “affordable” with the term “income-based,” as an interim solution to the discrepancy between Vancouver incomes and the income benchmark used by the program.
2. Refine the public benefit requirements regarding type of qualifying amenity/infrastructure under the market rate option, such as deleting enhanced design, enhanced landscaping, energy efficiency, and consistency with the subarea plan, the relative value of which have been found to be difficult to quantify, or have been difficult to administer.

3. A proposed revision to the downtown MFTE boundary to bring in a 2-acre property that is adjacent to the downtown VCCV area, which would facilitate a major mixed use redevelopment proposal.

At the February 22, 2021, workshop, City Council asked staff to return with several changes to the public benefit requirements, which have been incorporated into the draft ordinance, as follows:

1. For parking to be considered a "public benefit," Council requested that the ordinance require a minimum number or percentage of additional spaces above the minimum parking requirement. Staff is proposing that the developer provide 10% more parking spaces than the minimum requirement in order for this to qualify as a benefit;

2. Additionally in regard to parking as a public benefit, Council requested that only spaces within a parking structure, versus surface parking, be eligible as a public benefit and this change has been incorporated into the ordinance.

3. Council requested that a minimum size of any proposed public plaza be established, and that any public plaza used to qualify for the incentive be accessible to the public after the tax exemption period expires. Staff is recommending that public plazas be at least 1,000 square feet in size and permanently accessible to the public (which can be formalized through an easement or covenant);

4. Lastly, Council asked that staff propose a minimum value/cost of the features so that collectively the public benefit is something substantial. Staff is proposing that the cost of the features, which would be "up front" be no less than 25% of the estimated tax benefit over the abatement period.

The second phase, which would likely take most of 2021 to complete, would consist of a more comprehensive evaluation of how the MFTE Program is working and ways that it should be adjusted to be a more effective tool in furthering city goals. The second phase would include:

1. Additional analysis regarding the use of the MFTE program for affordable housing, in order to base maximum rent on Vancouver median incomes while maintaining participation in the program;

2. Consideration of an expansion of geographic boundaries of program to include Mill Plain Corridor to include the Heights District, broaden Fourth Plain Corridor, and potentially other areas where multi-family housing is desired; and

3. Analysis of the overall efficacy of the program to review and refine policy goals and adjust the incentive by area as needed to accomplish policy goals.

Advantage(s)

1. Increases transparency and accuracy by replacing the term "affordable" with "income-based" pending further recommendations regarding the income-based options;

2. Eliminates several examples of enhancements that qualify for the public benefit requirement under the market rate apartment option which have been found to be difficult to administer or enforce, pending further recommendations regarding the public benefit requirement; and

3. Adds several parcels located immediately abutting the VCCV boundary to the east to the downtown MFTE area, thereby facilitating the redevelopment of a waterfront property for higher density uses.

Disadvantage(s)

None.

Budget Impact

None.

Prior Council Review

- 2/22/2021 Council Workshop
- 1/4/2021 Council Workshop
- 12/7/2020 Council Public Hearing on Income Thresholds
- 9/28/2020 Council Workshop

Action Requested

On Monday, March 15, 2021, subject to second reading and public hearing, approve ordinance.

Chad Eiken, Community and Economic Development Director, 360-487-7882

ATTACHMENTS:

- Ordinance
- Presentation *(separate cover)*

03/08/21
03/15/21

ORDINANCE NO. ______

AN ORDINANCE amending Chapter 3.22 VMC related to the multi-family property tax exemption changing definitions, deleting references to public amenities, and expanding the area eligible for the program; and providing for an effective date.

WHEREAS, Washington State Law authorizes cities to adopt a multi-family tax exemption program in certain areas; and

WHEREAS, the City of Vancouver has had a Multi-Family Tax Exemption Program in place since 1997, and recent projects have highlighted the need to revise several areas of the code to improve clarity; and

WHEREAS, a comprehensive review of the program is underway and is expected to lead to further recommended revisions by the end of 2021; and

WHEREAS, Council has requested immediate revisions to address two issues before comprehensive revisions are adopted at the end of 2021; and

WHEREAS one such revision is to replace the term "affordable" with "income based" to acknowledge that the current requirements do not result in housing that is affordable using Vancouver-based incomes; and

WHEREAS another such revision is to delete references to "public amenities" that are listed as meeting the public benefit requirement under the market rate housing option, which are difficult to measure or simply not appropriate; and

WHEREAS, Council desires adjustment to the MFTE-eligible boundary to include property located immediately adjacent to the downtown MFTE (Vancouver City Center Vision

Plan) area to facilitate a proposed large mixed use redevelopment project Council believes will be beneficial for the public.

NOW, THEREFORE, be it ordained by the City Council of the City of Vancouver:

Section 1. Findings.

The City Council of the City of Vancouver finds that the proposed expansion area meets the applicable criteria set forth at Chapter 84.14.040(1) RCW as more specifically set forth below:

1. City Council has previously determined that the downtown, also referred to as the Vancouver City Center Vision Subarea, is an urban center under the MFTE program. Most of the VCCV Subarea plan area is zoned City Center Mixed Use, which allows for a wide range of high density residential, office, and retail uses, and is considered the most "urban" of all zoning districts.

2. The area which is proposed to be incorporated into the VCCV MFTE area is immediately adjacent to the eastern boundary of the VCCV Subarea, and is also zoned City Center Mixed Use, therefore Council hereby determines that the proposed expansion area meets the criteria for being within an urban center.

3. The proposed expansion area consists of two acres more or less that are currently occupied by two restaurants, with no housing. The VCCV Subarea has previously been determined by City Council to lack sufficient available, desirable, and convenient residential housing, including affordable housing, to meet the needs of the public who would be likely to live in the urban center.

4. Additional housing in the expansion area, including affordable housing, will advance the stated goal of increasing residential density, support for local businesses, and vitality within the downtown.

Section 2. Ordinance M-3314 as last amended by Ordinance M-4186 and codified at Vancouver Municipal Code Section 3.22.02 is amended to read as follows:

Section 3.22.020 Definitions.

~~A. "Affordable housing" means residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone and any mandatory recurring fees required as a condition of tenancy for the unit, do not exceed thirty percent of the~~

~~household's monthly income. For the purposes of homeownership, the income limits are listed in Section 3.22.040(D)(8) Affordability.~~

~~B.~~ A. “Annual Income” means gross annual income adjusted for household size and calculated based on verifiable income documentation provided by the housing applicant/tenant.

~~C.~~ B. “Area Median Income” means the median income calculated annually by the United States Department of Housing and Urban Development for the Portland-Vancouver-Hillsboro metropolitan statistical area. Area Median Income is adjusted based on household size.

~~D.~~ C. “Director” means the Director of the City's Community Development Department or authorized designee.

~~E.~~ D. "Household" means a single person, family or unrelated persons living together.

~~F.~~ E. "Growth management act" means chapter 36.70A RCW.

F. “Income based housing” means residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone and any mandatory recurring fees required as a condition of tenancy for the unit, do not exceed thirty percent of the household’s monthly income. For the purposes of homeownership, the income limits are listed in Section 3.22.040(D)(8) Options Under the Program.

G. “Market Rate Exemption Option” means an eight (8) year property tax exemption with no income or rent requirements, subject to the public benefit requirements as outlined in Section 3.22.040, D, 8, a. ~~Properties are secured with a development agreement outlining requirements such as enhanced design, public art, additional parking or structured parking, enhanced landscaping, enhanced infrastructure (e.g. wider sidewalks, undergrounding utilities) homeownership component, energy efficiency, and consistency with subarea plan.~~

H. “Multi-family housing” means building(s) having four or more dwelling units designed for permanent residential occupancy resulting from new construction or rehabilitation or conversion of vacant, underutilized, or substandard buildings.

I. “Owner” means the property owner of record.

J. “Permanent residential occupancy” means multi-family housing that provides either rental or owner occupancy for a period of at least one month. This excludes hotels and motels that predominately offer rental accommodation on a daily or weekly basis.

K. “Rehabilitation improvements” means modifications to existing structures that are vacant for 12 months or longer, or modification to existing occupied structures which convert non-residential space to residential space and/or increase the number of multi-family housing units.

L. “Residential target area” means an area within an urban center that has been designated by the City Council as lacking sufficient, available, desirable, and convenient residential housing to meet the needs of the public.

M. “Urban center” means a compact identifiable district containing several business establishments, adequate public facilities, and a mixture of uses and activities, where residents may obtain a variety of products and services.

Section 3. Ordinance M-3314 as last amended by M-4213 and codified at Vancouver Municipal Code Section 3.22.030 is amended to read as follows:

Section 3.22.030 Residential target area designation and standards.

A. Criteria. Following a public hearing, the city council may, in its sole discretion, designate one or more residential target areas. Each designated target area must meet the following criteria, as determined by the city council:

1. The target area is located within an urban center;

2. The target area lacks sufficient available, desirable, affordable, and convenient residential housing to meet the needs of the public who would likely live in the urban center if desirable, affordable, attractive, and livable places were available; and

3. The providing of additional housing opportunity in the target area will assist in achieving the following purposes:

a. Encourage increased residential opportunities within the target area, including ~~affordable~~ income-based housing opportunities; or

b. Stimulate the construction of new multi-family housing and/or the rehabilitation of existing vacant and under-utilized buildings for multi-family housing; or

c. Where appropriate, stimulate the construction, rehabilitation or conversion of existing vacant and underutilized multi-family rental units to owner occupied multi-family housing as such property redevelops.

4. In designating a residential target area, the city council may also consider other factors, including, but not limited to: whether additional housing in the target area will attract and maintain an increase in the number of permanent residents; whether an increased residential population will help alleviate detrimental conditions in the target area; and whether an increased residential population in the target area will help to achieve the planning goals mandated by the Growth Management Act under RCW 36.70A.020. The city council may, by ordinance, amend

or rescind the designation of a residential target area at any time pursuant to the same procedure as set forth in this chapter for original designation.

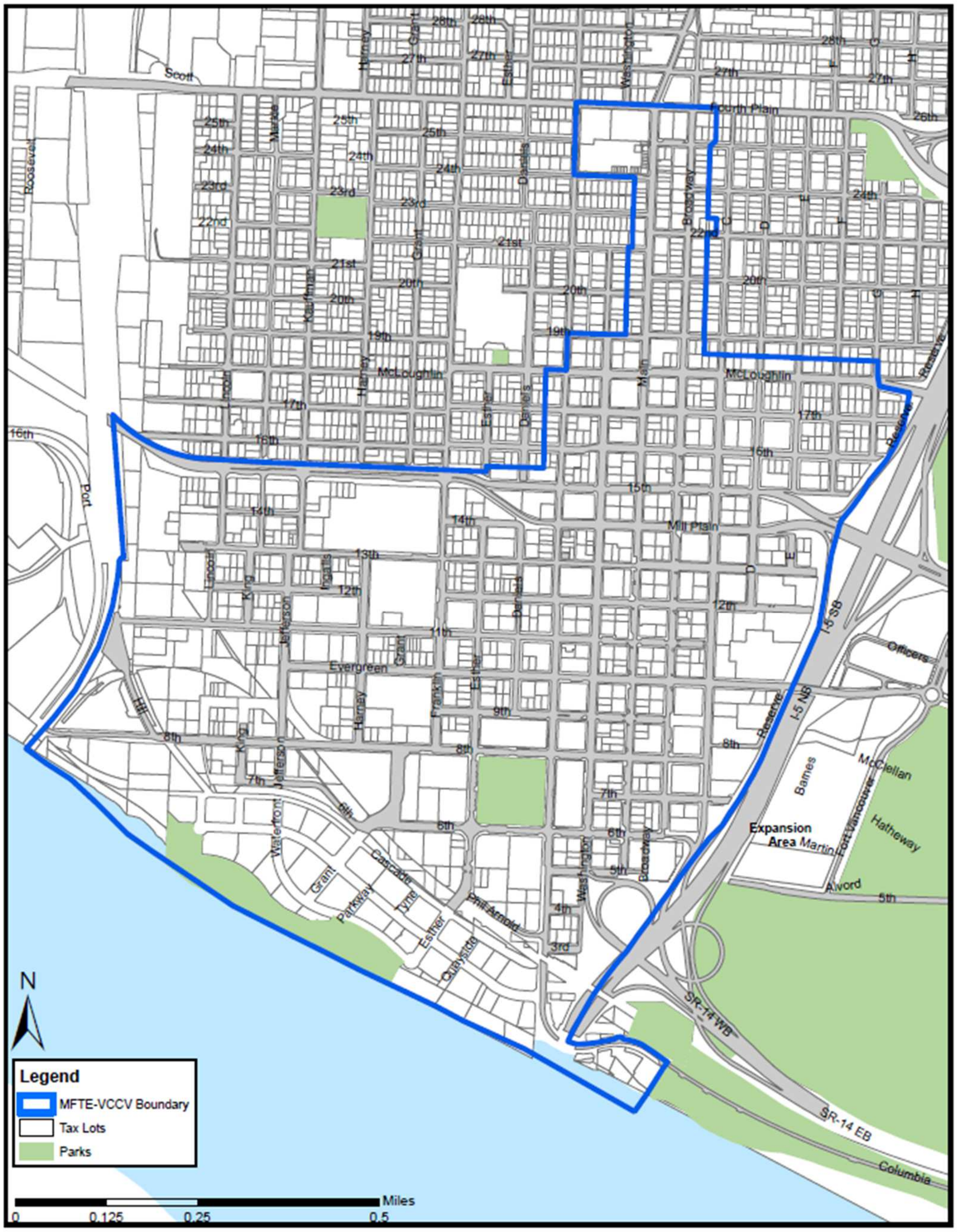
5. When designating a residential target area, the city council shall give notice of a hearing to be held on the matter and that notice shall be published once each week for two consecutive weeks, not less than seven days nor more than 30 days before the date of the hearing. The notice must state the time, date, place and purpose of the hearing and generally identify the area proposed to be designated

B. Target Area Standards and Guidelines. For each designated residential target area, the city council shall adopt basic requirements for both new construction and rehabilitation, including the application process and procedures. The city council may also adopt guidelines which include parking, height, density, environmental impact, home ownership, public benefit features, compatibility with the surrounding property and such other amenities as will attract and keep permanent residents and will properly enhance the livability of the residential target area. The required amenities shall be relative to the size of the proposed project and the tax benefit to be obtained.

C. Designated Target Areas. The "following residential target areas" are designated in the City of Vancouver.

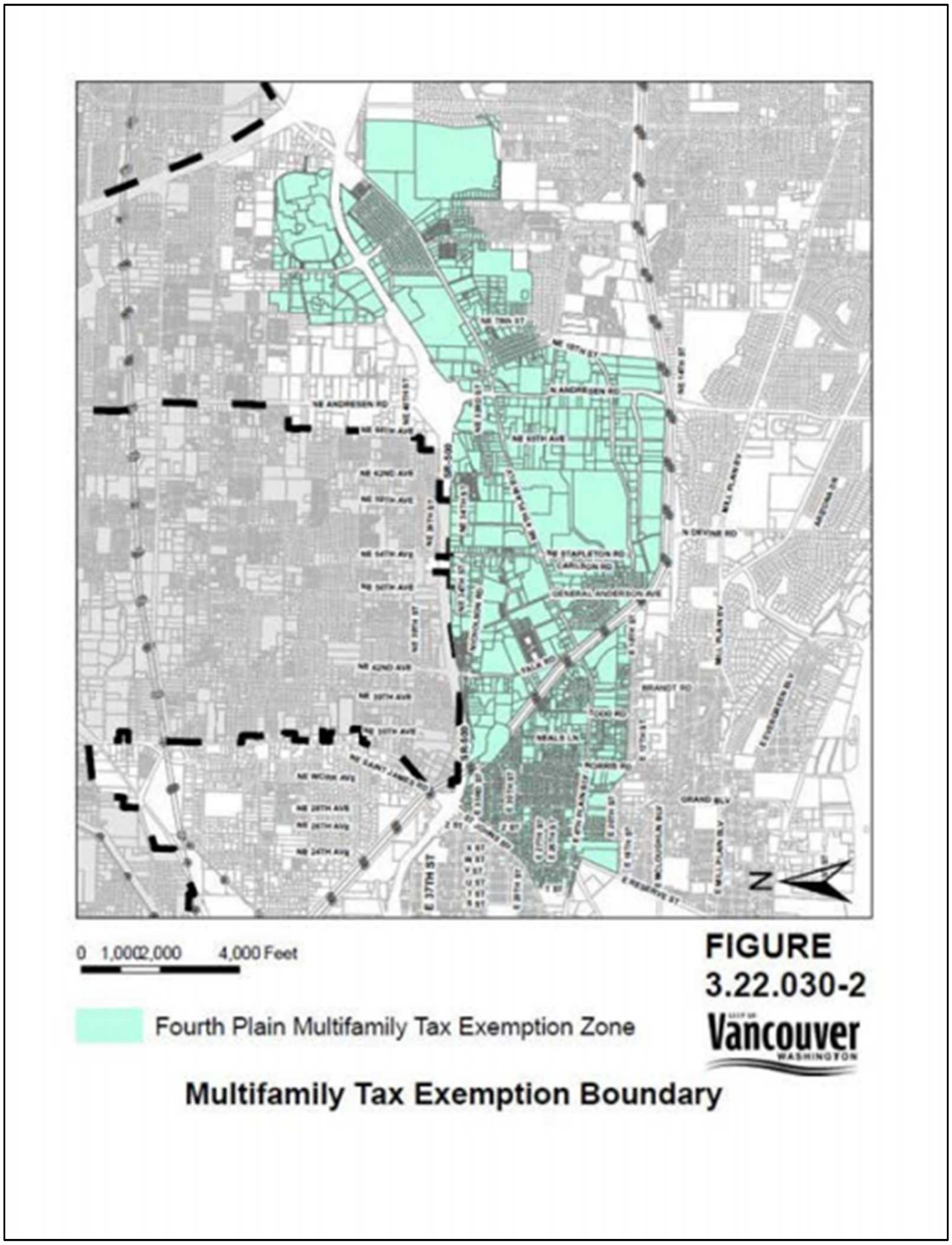
1. The area inside the boundaries of the Vancouver City Center Subarea Plan <u>and an adjacent area consisting of approximately two acres located south of SE Columbia and east of Interstate 5</u> as depicted on Map 1 below:

Map 1: Vancouver City Center Vision Subarea



2. The area inside the boundaries of the Fourth Plain Corridor Subarea Plan as depicted on Map 2 below. This residential target area shall encourage the construction or rehabilitation of owner-occupied multi-family housing as well as <u>rental</u> multi-family housing.

Map 2. Fourth Plain Corridor Subarea



Section 4. Ordinance M-3314 as last amended by Ordinance M-4225 and as codified at Vancouver Municipal Code Section 3.22.040 is amended to read as follows:

Section 3.22.040 Tax exemptions for multi-family housing in residential target areas.

A. Intent. Limited eight, ten or twelve year exemption from ad valorem property taxation for multi-family housing in urban centers are intended to:

1. Encourage increased residential opportunities within urban centers designated by the city council as residential target areas;

2. Stimulate new construction or rehabilitation of existing vacant and underutilized buildings for multi-family housing in residential target areas to increase and improve housing opportunities;

3. Assist in directing future population growth to designated urban centers, thereby reducing development pressure on single-family residential neighborhoods; and

4. Achieve development densities which are more conducive to transit use in designated urban centers.

5. Encourage new construction or rehabilitation of owner-occupied multi-family housing where identified as desirable; and

6. Encourage ~~affordable~~ income-based housing.

B. Duration of Exemption. The value of improvements qualifying under this chapter will be exempt from ad valorem property taxation for:

(1) Eight successive years where all applicable criteria herein are met under Section 3.22.040(8)(a) or (b), or (2) Ten successive years if all applicable criteria herein ~~including affordability~~ are met, or (3) Twelve successive years if all applicable criteria herein ~~including affordability~~ are met. In both cases the duration of exemption shall be measured beginning January 1 of the year immediately following the calendar year after issuance of the Final Certificate of Tax Exemption.

C. Limits on Exemption. The exemption does not apply to the value of land or the value of improvements not qualifying under this chapter, nor does the exemption apply to increases in assessed valuation of land and non-qualifying improvements. In the case of rehabilitation of existing buildings, the exemption does not include the value of improvements constructed prior to submission of the completed application required under this chapter.

D. Project Eligibility. A proposed project must meet the following requirements for consideration for a property tax exemption:

1. Location. The project must be located within a residential target area, as designated in Section 3.22.030.

2. Tenant Displacement Prohibited. Property proposed to be rehabilitated must be vacant at least twelve months before submitting an application and fail to comply with one or more standards of the applicable state or local building or housing codes on or after July 23, 1995.

3. Size. The project must include at least four units of multi-family housing within a residential structure or as part of a mixed-use development. A minimum of four new units must be constructed or at least four additional multi-family units must be added to existing occupied multi-family housing. Existing multi-family housing that has been vacant for 12 months or more does not have to provide additional units so long as the project provides at least four units of new, converted, or rehabilitated multi-family housing.

4. Permanent Residential Housing. At least 50 percent of the space designated for multi-family housing must be provided for permanent residential occupancy, as defined in Section 3.22.020.

5. Proposed Completion Date. New construction multi-family housing and rehabilitation improvements must be scheduled to be completed within three years from the date of approval of the application.

6. Compliance with Guidelines and Standards. The project must be designed to comply with the city's comprehensive plan, building, housing, and zoning codes, and any other applicable regulations in effect at the time the application is approved. Rehabilitation and conversion improvements must comply with all applicable housing codes. New construction must comply with the ~~Uniform~~ International Building Code. The project must also comply with any other standards and guidelines adopted by the city council for the residential target area in which the project will be developed.

7. Owner Occupancy. Projects within a residential target area that are developed for owner-occupancy shall include an agreement or other guarantee acceptable to the Director ensuring that some or all of the units within the project are used for purposes of owner-occupancy.

8. ~~Affordability~~ Options Under the Program. To be eligible for the eight-year tax exemption option under this chapter, the applicant may choose between the market-rate option and the ~~affordable~~ income-based option.

a. Under the eight-year market-rate exemption option, applicants shall enter into a development agreement with the city specifying requirements such as: ~~enhanced design~~

1. ~~p~~Public art consistent with the City's adopted Arts, Culture and Heritage Plan and subject to review by the Vancouver cultural Commission

2. ~~a~~Additional ~~parking or~~ structured parking in excess of at least 10% of the minimum required parking spaces, ~~enhanced landscaping,~~

3. Significantly enhanced public infrastructure (e.g. public plazas of at least 1,000 square feet and permanently accessible to the public, wider sidewalks that provide enhanced amenities for pedestrians such as benches, landscaping and/or public art, undergrounding utilities) not otherwise required by development standards, and homeownership component~~, energy efficiency, consistency with subarea plan~~.

4. The documented cost of such features shall collectively be no less than 25% of the estimated tax benefit over the abatement period and shall be completed, inspected and verified as to value prior to a certificate of occupancy being issued.

b. To be eligible for the eight-year ~~affordable~~ income-based exemption option under this chapter, applicants must commit to renting or selling at least 20% of units as ~~affordable~~ income-based housing to households with annual incomes at or below 100% of Area Median Income.

~~2~~9. To be eligible for the ten-year tax exemption, applicants must commit to renting or selling at least 20% of units as ~~affordable~~ income-based housing to households with annual incomes at or below 80% of Area Median Income.

~~3~~10. To be eligible for the twelve-year tax abatements exemption under this chapter, applicants must commit to renting or selling at least 20% of units as ~~affordable~~ income-based housing to households with annual incomes at or below 60% of Area Median Income.

~~4~~.11 Table 1 below summarizes the as ~~affordable~~ income-based requirements for each exemption option.

Exemption Period	~~Affordability~~ **Income-based Requirement**
Eight (8) Years	No ~~affordability~~ income-based requirement with development agreement under market-rate option; or Minimum of 20% of units rented or owned will be ~~affordable~~ as income-based housing to households at/below 100% of Area Median Income
Ten (10) Years	Minimum of 20% of units rented or owned will be as ~~affordable~~ income-based housing to households at/below 80% of Area Median Income
Twelve (12) Years	Minimum of 20% of units rented or owned will be as ~~affordable~~ income-based housing to households at/below 60% of Area Median Income

E. Application Procedure. A property owner who wishes to propose a project for a tax exemption shall complete the following procedures:

1. File with the city's Community Development Department the required application and the required fees. The initial application fee to the city shall consist of a base fee of $300, plus $50 per multi-family unit, up to a maximum total fee to the city of $1,000. An additional $100 fee to cover the Clark County Assessor's administrative costs shall also be paid to the city. If the city denies the application, the city will retain that portion of the fee attributable to its own administrative costs and refund the balance to the applicant.

2. A complete application shall include:

a. A completed City of Vancouver multi-family limited tax exemption application form setting forth the grounds for the exemption;

b. Preliminary floor and site plans of the proposed project;

c. Detailed list of unit size, number of bedrooms and bathrooms and projected rent or sales price.

d. A statement acknowledging the potential tax liability when the project ceases to be eligible under this chapter;

e. Verification by oath or affirmation of the information submitted.

f. A detailed project budget, financing plan and operating projection; and g. For rehabilitation projects, the applicant shall also submit an affidavit that existing dwelling units have been unoccupied for a period of 12 months prior to filing the application and shall secure from the city verification of property noncompliance with the city's minimum housing code.

F. Application Review. City staff will review the application to determine eligibility based on 3.22.040(D) and evaluate the effect of the deferred tax proceeds.

G. Issuance of Conditional Certificate. The director may certify as eligible an applicant who is determined to comply with the requirements of this chapter. A decision to approve or deny an application shall be made within 90 days of receipt of a complete application.

1. Approval. If an application is approved, the applicant shall enter into a contract with the city, subject to approval by the city council in a form of a resolution, regarding the terms and conditions of the project. Upon council approval of the contract, the Director shall issue a Conditional Certificate of Acceptance of Tax Exemption. The Conditional Certificate shall expire three years from the date of approval unless an extension is granted as provided in this chapter.

2. Denial. If an applicant is denied, the Director shall state in writing the reasons for denial and shall send notice to the applicant at the applicant's last known address within ten days of the denial. An applicant may appeal a denial to the city council within 30 days of receipt of notice. On appeal, the Director's decision will be upheld unless the applicant can show that there is no substantial evidence on the record to support the Director's decision. The city council's decision on appeal will be final.

H. Extension of Conditional Certificate. The Conditional Certificate may be extended by the Director for a period not to exceed 24 consecutive months except as provided below. The applicant must submit a written request stating the grounds for the extension, accompanied by a $100 processing fee. An extension may be granted if the Director determines that:

1. The anticipated failure to complete construction or rehabilitation within the required time period is due to circumstances beyond the control of the applicant;

2. The applicant has been acting and could reasonably be expected to continue to act in good faith and with due diligence; and

3. All the conditions of the original contract between the applicant and the city will be satisfied upon completion of the project.

4. An additional 12 month extension may be granted where each of the following criteria are met:

a. The request for the extension is for a later phase of a development subject to a development agreement; and

b. The Conditional Certificate was granted prior to February 2015; and

c. Ownership of the property has been transferred subsequent to the granting of the Conditional Certificate."

I. Application for Final Certificate.

1. Upon completion of the improvements agreed upon in the contract between the applicant and the city and upon issuance of a temporary or permanent certificate of occupancy, the applicant may request a Final Certificate of Tax Exemption. The applicant must file with the City's Community Development Services Department the following:

a. A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to the entire property;

b. A description of the completed work and a statement that the rehabilitation improvements or new construction on the owner's property qualify the property for limited exemption;

c. If applicable, a statement that the project meets the as ~~affordable~~ income-based housing requirements as described in RCW 84.14.020.

d. A statement that the work was completed within the required three-year period plus any authorized extension.

2. Within 30 days of receipt of all materials required for a Final Certificate, the Director shall determine which specific improvements satisfy the requirements whether the work was completed, and the ~~affordability~~ rent and income limits of the units~~,~~ is consistent with the application and the contract approved by the city and is qualified for a limited tax exemption under this chapter.

J. Issuance of Final Certificate.

1. Review and Approval. If, after reviewing, the application for Final Certificate, the Director determines that the project has been completed in accordance with the contract between the

applicant and the city and has been completed within the authorized time period, the city shall, within ten days, file a Final Certificate of Tax Exemption with the Clark County Assessor.

2. Denial. The Director shall notify the applicant in writing that a Final Certificate will not be filed if the Director determines that:

a. The improvements were not completed within the authorized time period;

b. The improvements were not completed in accordance with the owner's application or the contract between the applicant and the city; including if applicable as ~~affordable~~ <u>income-based</u> housing requirements; or

c. The owner's property is otherwise not qualified under this chapter.

3. Appeal. Within 14 days of receipt of the Director's denial of a Final Certificate, the applicant may file an appeal with the city council. On appeal, the Director's decision will be upheld unless the applicant can show that there is no substantial evidence on the record to support the Director's decision. The city council's decision on appeal will be final.

K. Annual Compliance Review. Thirty days after the first anniversary of the date of filing the Final Certificate of Tax Exemption and each year thereafter, for the duration of the tax exemption, the owner of the rehabilitated or newly constructed property shall file a notarized declaration with the Director that includes the following:

1. A statement identifying the total number of occupied and vacant multi-family units receiving a property tax exemption;

2. A certification that the property continues to be in compliance with the contract with the city including any provisions related to as ~~affordable~~ <u>income-based</u> housing; and

3. A description of any improvements or changes to the property constructed after the issuance of the certificate of tax exemption;

4. The total monthly rent or total sale amount for each unit;

5. For exemptions granted under the as ~~affordable~~ <u>income-based</u> housing provisions of this chapter, the income of each renter household at the time of initial occupancy and the income of each initial purchaser of owner-occupied units at the time of purchase; and

6. For exemptions granted under the ~~affordable~~ <u>income-based</u> housing provisions of this chapter, documentation showing that twenty percent (20%) of the units were rented or sold as ~~affordable~~ <u>income-based</u> housing to low or moderate income households. The property owner must maintain records supporting this declaration and those records and the multi-family units are subject to inspection by the city. Failure to submit the annual declaration or maintain adequate records may result in the tax exemption being canceled.

L. Annual Report. By December 31 of each year the city has any outstanding limited multi-family tax exemptions the city shall submit a report to the State providing the information required by RCW 84.14..

M. Annual Monitoring. A review of the rent rolls is required annually including unit number, unit size (bedrooms/bathrooms) household size, rent, utilities. City staff will conduct on-site reviews of tenant files randomly. There is a $500.00 annual monitoring fee.

N. Cancellation of Tax Exemption. If the Director determines the owner is not complying with the terms of the contract, the tax exemption will be canceled. This cancellation may occur in conjunction with the annual review or at any other time when non-compliance has been determined. If the owner intends to convert the multi-family housing to another use or otherwise discontinues compliance with this chapter, the owner must notify the Director and the Clark County Assessor within 60 days of the change in use.

1. Effect of Cancellation. If a tax exemption is canceled due to a change in use or other noncompliance, the Clark County Assessor may impose an additional tax on the property, together with the interest and penalty, and a priority lien may be placed on the land, pursuant to RCW 84.14.

2. Notice and Appeal. Upon determining that a tax exemption is to be canceled, the Director shall notify the property owner by certified mail. The property owner may appeal the determination by filing a notice of appeal with the city clerk within 30 days, specifying the factual and legal basis for the appeal. The city council will conduct a hearing at which all affected parties may be heard and all competent evidence received. The city council will affirm, modify, or repeal the decision to cancel the exemption based on the evidence received. An aggrieved party may appeal the city council's decision to the Clark County Superior Court.

<u>Section 5</u>. Effective date. This ordinance shall be effective 30 days after adoption.

Read the first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read the second time:

Passed by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this ________ day of ________________________, 2021.

____
Anne McEnerny-Ogle, Mayor

Attest:

____
Natasha Ramras, City Clerk

Approved as to form:

____
Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. ________

AN ORDINANCE amending Chapter 3.22 VMC related to the multi-family property tax exemption changing definitions, deleting references to public amenities and expanding the area eligible for the program; and providing for an effective date.

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

MEMORANDUM

DATE: March 15, 2021

TO: Anne McEnerny-Ogle, Mayor and City Council

FROM: Eric J. Holmes, City Manager
Julie G. Hannon, Director of Parks, Recreation and Cultural Services Department

RE: **Facility Options for Proposed Action, Opportunity for Council Feedback**

On March 15, there will be a brief Facilities Update under the Communication section of the City Council meeting. This briefing will provide an update on two facilities currently in the City's portfolio: The Library HQ building and the Grand Blvd. Building (formerly known as the Navigation Center).

The City has a long-standing relationship with the Fort Vancouver Library District. The provision of a free public library is required by the City Charter (Section 8.06), a mandate that is fulfilled by the FVRL. The City has supported this historically through low to no cost lease of the central library building, a building the City has owned for decades. The term of the City's commitment to the library via the lease expires in 2030.

In 2018, the City, FVRL and Vancouver Public Schools entered into an MOU that memorialized a shared vision for an arts and innovation focused community campus on this corner that, when fully realized, would include:

- A K-5 school for arts and innovation (under construction, funded by voter approved bond)
- A community arts and innovation space (the adaptive reuse of the historic library building); and
- A mid-capacity performing arts space (long term future development, pending funding availability)

At that time, city partners explored ways to transition the FVRL to a permanent home for their administrative facilities, but was not able to identify a viable alternative to the historic library building. In 2020, the coincidence of two events revealed a new option to realize multiple shared objectives: the closure of the navigation center functions at the Grand Boulevard building and a construction accident that broke a water main resulting in the flooding and temporary displacement of the FVRL administration. This change in circumstances revealed an opportunity to achieve multiple objectives in line with the original vision, including:

- Establishing a permanent home for the FVRL administration
- Redeploying the Grand Boulevard building for a stable use that is compatible with the surrounding neighborhoods and businesses
- Regaining city control of a prominent public asset that could be better activated for public use,
- Leveraging insurance proceeds to stretch public dollars

With this context, the March 15 briefing is focused on issues related to these two facilities and to provide an opportunity for Council feedback on staff proposed actions for both sites. It is anticipated actions desired by Council would be implemented as soon as possible. Below are quick facts and the present situation of each building.

Old Library Building, located at 1007 E Mill Plain Blvd.

- This building is owned by the City and is approximately 44,000 sq. feet, with two floors.
- Currently, the Fort Vancouver Reginal Library (FVRL) has a lease through 2030.
- The building is strategically/conveniently located and on the National Historic Register. It has the potential to be used for multiple purposes into the future.
- An initial building assessment for the cost of essential repairs, asbestos removal, and necessary code upgrades is approximately $6.5 million. As the owner, the City is involved in some decisions on building repairs and upgrades related from the recent flooding which are covered by insurance funds.
- There is potential that this facility could be operated and maintained by the Historic Trust, but it is anticipated the operations will need some level of general fund support.
- Programming could be done by multiple city departments or partners, depending on the decided use.

Grand Boulevard Building, located at 2018 Grand Blvd.

- This building is owned by the City and is approximately 26,000 sq. feet. The property parcel is 2.5-acres. Including the outside covered area, the total sq. footage is approximately 44,000 sq. feet.
- This building is currently being used on a temporary basis by both SeaMar and FVRL.
- The building was originally purchased to be used as a day facility for people experiencing homelessness in 2017 for approximately $4.3 million. Funding sources for the purchase were a combination of CDBG and General Funds.
- The current appraised value of the site is $4.325 million.
- If sold, the net sales proceeds should be dedicated to reinvestment in programs which support resources for our homeless community.

The following actions would achieve a range of shared objectives between the city and FVRL, broaden the range of choice the City has relative to future use of a key city owned facility, leverage insurance proceeds to extend the impact of other public funds, and accelerate the potential to realizing a vision for arts and culture in Vancouver.

Staff will be seeking authority from the Council to proceed with the following actions relative to the future use of these two buildings:

ACTION #1

Retain ownership of the Old Library Building.

- Coordinate with Library on best and most viable use of existing facility upgrades to use the insurance settlement funds most effectively.
- Undergo a Facility Use Study engaging the Cultural Commission to examine the full gamut of additional uses to address community needs. Future building uses could potentially include:
    - Community Arts Center with future expansion to include a Performing Arts Area as part of a conceptual arts and innovation campus master plan.
    - Business incubator space.
    - Programmable community space.

ACTION #2

Enter negotiations to sell the Grand Blvd Building to FVRL for long-term use as a HQ building.

- FVRL has expressed high interest in using this facility into the future.
- Staff believe this use would be very compatible with surrounding neighborhood and business uses.
- Because the transaction would be between two public agencies for a purpose consistent with the City Charter, a direct negotiation with FVRL without the formal declaration of surplus process is permitted.

We look forward to the Council discussion and direction.

Facilities Update

Library Headquarters and Grand Blvd. Building

CITY OF Vancouver WASHINGTON

March 15, 2021

Vancouver City Council

Julie G. Hannon, Director of Parks, Recreation & Cultural Services

Presentation Outline

- History of relationship with Fort Vancouver Reginal Library (FVRL)
- Two facilities to be addressed
- Facts on FVRL Headquarters Building
- Facts on Grand Blvd Building
- Staff recommendation for future action
- Council feedback

History of COV and FVRL Relationship

- The City has a long-standing relationship with the Fort Vancouver Library District.
- The provision of a free public library is required by the City Charter (Section 8.06), a mandate that is fulfilled by FVRL.
- The City has supported this historically through low to no cost lease of the central library building, located on the corner of Mill Plain Blvd and Fort Vancouver Way.
- Library lease expires in 2030.

Recent Status of Building at Mill Plain Blvd. /Fort Vancouver Way

In 2018, the City, FVRL and Vancouver Public Schools entered an MOU that memorialized a shared vision for an arts and innovation focused community campus that, when fully realized, would include the following:

- K-5 school for arts and innovation
  (under construction, funded by voter approved bond)
- Community arts and innovation space
  (the adaptive reuse of the historic library building)
- Mid-capacity performing arts space
  (long term future development, pending funding availability)

2020 Key Events

In 2020, two events revealed a new option to realize multiple shared objectives.

1. A construction accident that broke a water main resulting in major flooding and temporary displacement of the FVRL Administration.

2. The onset of COVID-19 forced closure of the Navigation Center functions at the Grand Blvd Building.

FVRL Headquarters Building – 1007 E Mill Plain Blvd

- Owned by the City and is approx. 44,000 sq. feet
- Currently leased to FVRL through 2030
- The building is on the National Historic Register and could be used for multiple purposes in the future.

FVRL Headquarters Building

- Initial building assessment estimates essential repairs and code upgrades at approximately $6.5 M.
- Could potentially be operated & maintained by the Historic Trust,
- It is anticipated the operations will need some general fund support.
- Programming by multiple city departments or partners, depending future use.

Grand Blvd. Building – 2018 Grand Blvd.

- Owned by the City and is 26,000 sq. ft.
- Including the covered area, the total sq. ft. is 44,000.
- It sits on a 2.5-acre site.
- This building is temporarily leased to both SeaMar and FVRL

Grand Blvd. Building

- The building was purchased in 2017 to be used as a day facility for people experiencing homelessness. Purchase price was approx. $4.3 M with a combination of CDBG and General Fund monies
- The current appraisal values the site at $4.325 M
- If sold, the net sales proceeds should be dedicated to reinvestment in programs to support our homeless community.

CITY OF Vancouver WASHINGTON

Recommendation for FVRL Building

- Retain ownership of the Old Library Building, located at 1007 E Mill Plain Blvd.
- Coordinate with FVRL on best and most viable facility upgrades to use the insurance settle funds most effectively.
- Undergo a Facility Use Study, involving the Cultural Commission, for future building uses.

Recommendation for Grand Blvd. Building

- Enter negotiations to sell the Grand Blvd Building to FVRL for their long-term use as a library headquarters building and start public outreach, when appropriate
- FVRL has expressed high interest in using this facility into the future.
- Staff believe this use would be very compatible with neighborhood uses.

CITY OF Vancouver WASHINGTON

Staff Recommendation Action – Recap

FVRL Building

- Retain ownership of the Old Library Building, located at 1007 Mill Plain.
- Coordinate with FVRL on best and most viable facility upgrades to use the insurance settle funds most effectively.
- Undergo a Facility Use Study for future building uses.

Grand Blvd. Building

- Enter negotiations to sell the Grand Blvd Building to FVRL for their long-term use as a library headquarters building and start public outreach, when appropriate
- FVRL has expressed high interest in using this facility into the future.
- Staff believe this use would be very compatible with neighborhood uses.

CITY OF Vancouver WASHINGTON

Council Feedback and Questions

Julie G. Hannon, Director of Parks, Recreation & Cultural Services
Julie.Hannon@cityofvancouver.us

2021 Legislative Agenda

CITY OF
Vancouver
WASHINGTON

March 15th, 2021

Brian Enslow, Arbutus Consulting

w/ Aaron Lande, Policy and Program Manager

Virtual Session Observations

Significantly fewer bills; but similar percentage of bills moving.

Roughly 600 in the House and 500 in the Senate.

Close to 75% of all bills passed respective policy committee.

House and Senate both passed over 200 bills

State Revenue Collections

Revenue Collections Continue to Outpace Projections

- Cumulatively, collections are now $592.6 million (9.0%) higher than forecasted in November.
- This is due in large part because major General Fund-State (GF-S) revenue collections for the January 11, 2020 - February 10, 2021 collection period came in $269.5 million (15.3%) higher than forecasted in November.
- Next Official Forecast March 17th

Revenue in Context

The Governor’s Proposed 21-23 Budget was approximately $58B

The November 2020 Revenue Forecast for the 21-23 Biennium was $54B

The Governor’s Budget Makes up the difference by:

- $2B in reserves
- $1.1B in Capital Gains Tax (3.5 over 4 years)

The Legislature, like the Governor, will have the same $2B in reserves, has already benefited from the $2.2B Federal Relief Package, and will likely have at least $1B in additional general fund-state.

Covid Early Action: Bills Passed Legislature

- SCR 8402, extends gubernatorial proclamations, including pertaining to the Open Public Meetings Act and the Public Records Act that require activity that necessitates an in-person setting.
- SB 5061 provides relief for businesses from unemployment insurance tax increases caused by the pandemic. The Bill limits unemployment insurance rate increases by: (1) capping the social tax; (2) suspending the solvency surcharge tax; and (3) relieving certain benefit charges.
- HB 1095 exempts federal funds received via the Paycheck Protection Program from being subject to B&O taxes.

Covid Early Action: Executive Response

- Washington State has appointed Dan Laster as the Director of the COVID-19 Vaccine Action Command & Coordination System Center.
- The Utility & Transportation Commission (UTC) extended customer protections through July 31. This extension prevents investor-owned utilities from disconnecting customers who do not pay their bills due to the pandemic's negative economic impacts.
- The Office of the Insurance Commissioner extended emergency orders regarding waiving co-pays for COVID-19 testing and surprise billing to March 21st.

Covid Early Action: State/Federal Relief Package

The Legislature passed a $2.2 billion COVID-19 pandemic relief package based. The package includes:

- $365 million to assist tenants with rent payments and $240 million in grants for small business.
- $618 million for vaccine administration, contact tracing and testing.
- $668 million earmarked for helping school districts reopen safely and funding for helping students catch up from learning loss during the pandemic.

Covid Early Action: State/Federal Relief Package

The Components of the Tenant Assistance Program include:

- $325 million for the Department of Commerce (Commerce) to administer an emergency rental and utility assistance program.
- $30 million for Commerce to administer an eviction rental assistance program. Roughly half of the $30 million is reserved for local housing providers to subgrant with community organizations
- $4 million for Commerce to assist homeowners at risk of foreclosure.
- Other funding is provided for disputes between landlords and tenants, as well as some assistance to landlords.

Community Policing

Several Major Themes Emerging.

- Pipeline: How do we attract and retain more a diverse workforce?
- Training: Specifically around crisis response and mental health.
- Tactics: What are allowable physical restraints and what tools should be available for local law enforcement.
- Prosecution: Should we utilize a statewide system?
- Liability: Who is liable for what, and under what circumstances.

Legislative Agenda: Transportation Budget

House and Senate have both released a Proposal:

- A package this year is still possible.
- $1.0B and 1.2B in the budgets respectively for the I-5 Bridge Replacement Project.
- The House proposal relies on gas tax. Senate has numerous sources of revenue, including fuel, carbon, and fees.
- Proposal vs. Package – No bill text.
- Still significant differences in approach to carbon policy.

Legislative Agenda: Capital Budget

Fourth Plains Commons

- Pursue funding for next phase ($1.0 m).

Fully fund the Heritage Grant Program:

- U.S. Grant House Re-Roofing Project ($140k).

Support downtown via the Washington State Main Street Program

- Increase Tax Credit Incentive Program ($2.5 m to $4.0 m statewide)
- Create the Main Street Capital Grant Program ($5 m statewide) for maintenance and restoration of commercial buildings.

Legislative Agenda: Policy Items

Broadband:

- Additional funding.
- Expand authority for public entities.
- Underserved communities both within urban and rural.

Housing and Homelessness:

- Tenant support, both financial and legal.
- How do we plan for low, or very low income housing?
- Siting of shelters and services.

What's Next

March Revenue Forecast: March 17th.

Legislative budgets should roll out by the end of this month.

Next round of cutoffs:

- March 26: Policy Committees, April 2: Fiscal Committees , April 11: Final Floor Cut Off

Scheduled last day of the 2021 session: April 25th.

End of session review for council on May 24th.

Questions

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