



CITY COUNCIL MEETING MINUTES

Vancouver City Hall | Council Chambers | 415 W. 6th St.
PO Box 1995 | Vancouver, WA 98668-1995
www.cityofvancouver.us

Anne McEnery-Ogle, Mayor

Bart Hansen • Ty Stober • Erik Paulsen • Sarah J. Fox • Diana H. Perez • Kim D. Harless

February 14, 2022

WORKSHOPS

To be conducted remotely.

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.

View the CVTV video recording, including presentations and discussion, for workshops at:

https://www.cvtv.org/vid_link/34303?startStreamAt=0&stopStreamAt=1969

Mayor McEnery-Ogle absent from workshops. Mayor Pro Tem Stober presided.

5:30-6:00 p.m. Washington State Legislative Mid-Session Update

Brian Enslow, Arbutus Consulting; Aaron Lande, Policy and Program Manager, 360-487-8613

Summary

Staff led Council through a discussion of the legislative session for 2022, which included information on the different House and Senate Bills and important upcoming dates.

COUNCIL CONSENT AGENDA 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 items and under the Community Forum were also facilitated via the GoToMeeting conference call.

View the CVTV video recording, including presentations and discussion, for this meeting at:

https://www.cvtv.org/vid_link/34305?startStreamAt=0&stopStreamAt=5081

Call to Order and Roll Call

The consent agenda meeting of the Vancouver City Council was called to order at 6:30 p.m. by Mayor Pro Tem Ty Stober. This meeting was conducted remotely over video conference.

Present: Councilmembers Harless, Perez, Fox, Paulsen, Stober, Hansen

Absent: Mayor McEnerny-Ogle

Motion by Councilmember Hansen, seconded by Councilmember Harless, and carried unanimously to excuse Mayor McEnerny-Ogle.

Community Communication (Items 1-7)

City Manager, Eric Holmes addressed an incident that occurred leading up to the Council meeting on February 14, 2022. He explained that a member of the public called for public testimony and overheard a member of staff speaking about the member of the public after the call was not properly ended.

Mayor Pro Tem Stober opened Community Communication and received the following testimony:

- Glen Yung, Vancouver, spoke about item 4 and asked questions surrounding the building fees and research done beforehand.

- Kimberlee Elbon, La Center, stated their mistrust with the City for the association with the ICLEI.

There being no further testimony, Mayor Pro Tem Stober closed Community Communication.

Consent Agenda (Items 1-7)

Council requested Items 1, 2, and 4 be pulled for discussion.

For item 1, Mayor Pro Tem Stober asked staff about the ramps and whether staff has been able to communicate with differently abled communities about how the City is constructing curb cuts. Jennifer Belknap Williamson, Public Works Director, explained that Public Works has done a lot of engagement over the years with people with different disabilities. The design standards used are in compliance with the Americans with Disabilities Act. In situations where space is limited when updating right-of-way, the City works with community members to understand what the best option would be for that area. Ryan Lopossa, Streets and Transportation Manager, explained that there are two people with different disabilities that have been very helpful in different projects by giving feedback on how the changes would affect them. He stated that Public Works receives regular training from the US Access Board and Federal Highways on the latest regulations around the Americans with Disabilities Act.

Councilmember Hansen asked about installing curb ramps on Columbia, but not on Daniels Street, and how that will affect those in wheelchairs needing to get access down Daniels too. He wondered if there was any federal funding for adding curb ramps. Ryan Lopossa explained that Public Works has been working with the ADA policy to try and utilize funds on ramps that need it most before using the funds on ramps very close in compliance.

Mayor Pro Tem Stober asked staff about a comment in the staff report for item 2 about the City reviewing this item through a DEI (Diversity, Equity, & Inclusion) lens. Jennifer Belknap Williamson explained that she spoke with the DEI Director, Alicia Sojourner, to talk through open ended questions. Jennifer Belknap Williamson explained that the Restitution Program is for low level offenders who likely are being issued a fine for what their offense has been to have the ability to work to pay off the fine, as opposed to contributing money toward the fine. The Restitution Program offers a way for people convicted of a crime to keep from going to jail if they are unable to pay the fine. The City identifies labor work that cannot be done by Union employees due to time and financial limitations. The work of the Restitution Crew is safe and can be accomplished with limited training, like litter pick up. The first question that Jennifer Belknap Williamson and Alicia Sojourner asked was whether the City's participation in the program burdens or benefits a particular population. The answer is there is a benefit to anyone convicted of an infraction, because it provides an alternative to incarceration and fines. The people are also able to work on the weekends so it does not interfere with their regular work week. Staff discussed the disadvantages of the program and were unable to identify any particular groups that would be disproportionately burdened. Staff does recognize

that there are systematic issues with our criminal justice system, which are currently being actively worked on. After speaking with the County about options in the program to better serve all people, staff learned that the County does have alternative assignments to support a more diverse group of people.

Mayor Pro Tem Stober asked about the availability of options for people currently working jobs on weekends. Jennifer Belknap Williamson stated that there are a variety of different jurisdictions and groups that contract with Clark County. They have found there to be more availability for the work crews on the weekends compared to the work week. They also offer multiple times of the day.

In regard to item 4, Councilmember Fox asked for some understanding with the nature of the updates to the fees, what sort of Council action was needed, and how often the fees are reviewed. Natasha Ramras, Chief Financial Officer, explained that the purpose of the ordinance is to provide a clear and consistent interpretation of what the consumer price index means for the purposes of increases. The financial policy requires periodic reviews of the cost of service and to make sure the fees the City is charging are consistent with the underlying cost of each area. One of the major reasons for needing this administrative update is due to the Portland consumer price index is no longer being calculated by the federal government. The updates to the various sections of City code were needed to define the applicable consumer price index for the City.

Councilmember Fox asked, in reference to attachment A, whether based on the language if the Council could adopt a lower increase than what is proposed. Natasha Ramras stated that the Municipal Codes allow the City to keep up with inflation. On January 1st, an increase went into effect mostly related to permitting fees that were lower than the consumer price index. In that situation, an additional approval by City Council is required, because the City Council has approved the increases that are consistent with the consumer price index. Any increases that deviate away from the standard increase would have to come back for Council approval. The proposal contained in the Ordinance is proposing to adopt the increases that went into affect on January 1, 2022, and then follow up with a second increase on July 1, 2022, to bring the overall increase into consistency with the consumer price index.

Motion by Councilmember Hansen, seconded by Councilmember Fox, and carried unanimously to approve the Consent Agenda.

1. Award construction contract for the 2022 Central Curb Ramps project (#072822)

Staff Report 017-22

Summary

The City is issuing three separate curb ramp contracts this year as part of its 2022 pavement management program. These contracts include the "2022 East Curb Ramps", the "2022 Central Curb Ramps" and the "2022 West Curb Ramps. The purpose of splitting the work into three contracts is

to reduce each contract to a manageable size, which helps expedite ramp construction. From a construction sequencing standpoint, it is far more efficient to construct the new curb ramps in advance of the on-street pavement management resurfacing work.

This staff report and recommended action is to award the 2022 Central Curb Ramps contract only. Recommendations to award the the West Curb Ramps project and the East Curb Ramps project will follow at a later date.

On January 11, 2022, the City received five bids for the subject project. The bids ranged between \$491,000 to \$747,000. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
<i>Hedval Sitework Specialties, LLC, La Center, WA</i>	<i>\$490,949.76</i>
<i>Western United Civil Group, LLC, Yacolt, WA</i>	<i>\$524,035.00</i>
<i>Halme Excavting, Inc., Battle Ground, WA</i>	<i>\$614,335.00</i>
<i>Advanced Excavating Specialists, LLC, Kelso, WA</i>	<i>\$618,518.00</i>
<i>Clark & Sons Excavating, Inc., Battle Ground, WA</i>	<i>\$747,331.00</i>
<i>Engineer's Estimate</i>	<i>\$600,000.00</i>

There is a minimum apprenticeship goal of 3% of the utilized labor hours for this project. Hedval Siteworks Specialties, LLC of La Center, Washington, has submitted an Apprenticeship Utilization Plan to meet or exceed this goal by using approximately 90 hours of apprentice time of the estimating a total of 2,888 applicable labor hours for the project.

Request: Award a construction contract for the 2022 Central Curb Ramps project to the lowest responsive and responsible bidder, and authorize the City Manager or his designee to sign a contract with Hedval Siteworks Specialties, LLC of La Center, WA, at their bid price of \$490,949.76, which includes Washington State sales tax.

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

Motion approved the request.

2. Interlocal Agreement for Supervisor Offender Restitution Labor Services

Staff Report

018-22

Summary

The City of Vancouver (Public Works/Operations) has contracted with Clark County Corrections for offender restitution labor maintenance services for more than twenty years. This alternative contract partnership has provided the City with an additional resource to complete non-skilled maintenance tasks within available budget.

The attached Interlocal Agreement provides five crews that can be used for up to 988 crew days over the term of the one-year agreement. Activities include, but are not limited to, general litter removal, landscape maintenance and weeding, road right-of-way and median maintenance, general park and recreation area maintenance for four full-time crews. A fifth crew will be assigned to the Greenway Sensitive Lands program for removal of non-native plant species, assistance in plantings, and general shrub bed maintenance generally within the Burnt Bridge Creek Greenway and at other sensitive lands within the City of Vancouver.

The attached agreement is one year in duration.

Request: Authorize the City Manager or his designee to sign an Interlocal Agreement with Clark County Correction Services for offender restitution crew labor/maintenance services.

Bill Bjerke, Public Works Operations Superintendent, 360-487-8245

Motion approved the request.

3. Award of contract for Brokerage Services - RFP 48-21

Staff Report 019-22

Summary

The City of Vancouver, through its Risk Management Department, issued an RFP to secure a contract with a firm to provide broker of record and other Risk related services on an as-needed basis. The current contract expires on 3/31/22. Willis Towers Watson has been the City's TPA for the past 14 years and has been chosen to be the City's broker of record for the next 5year. Over the five years of the contract, the City will pay the broker approximately \$230,000 in total. In addition to being the broker of record, the broker handles the City's insurance premiums on a pass through basis.

Request: Authorize the City Manager or their designee to execute a Professional Services Agreement with Willis Towers Watson for broker of record services for a term of 5 years and in an amount not to exceed \$230,000. Authorize the City Manager or their designee to approve the procurement of policies of

insurance negotiated by Willis Towers Watson during the term of the contract. The additional amount for the premiums and retained commissions shall not exceed a total of \$20,000,000 USD over the next five years.

Brent Waddle, Interim Risk Manager, 360-487-8436

Motion approved the request.

4. An Ordinance adding Section 3.08.100 to the Vancouver Municipal Code (“VMC”), amending other sections of the VMC to provide a uniform methodology for adjustment of certain City fees and charges pursuant to the consumer price index

Staff Report 020-22

AN ORDINANCE of the City of Vancouver relating to the annual adjustment of certain City fees and charges to reflect changes in the consumer price index; adopting legislative findings, adding Section 3.08.100 to the Vancouver Municipal Code to provide a uniform methodology for adjustment of certain City fees and charges pursuant to the consumer price index, effective in 2023; amending Section 1.01.080 of the Vancouver Municipal Code to clarify that the City Clerk may update fees and charges to reflect Consumer Price Index (CPI) adjustments authorized by the VMC, amending Sections 11.60.160, 14.04.090, 16.40.070, 17.08.130, 19.11.040, 20.180.050, and 20.915.050 of the Vancouver Municipal Code to incorporate by reference the methodology set forth in new Section 3.08.100; approving and ratifying adjustment of certain City fees and charges for 2022 to reflect changes in the Consumer Price Index for 2021, providing for severability; and setting an immediate effective date.

Summary

The VMC currently provides several differing and inconsistent methodologies for the annual adjustment of fees and charges to reflect changes in the consumer price index. In addition, the regional Consumer Price Index for the Portland-Salem, Oregon-Washington Metropolitan Area for Wage Earners and Clerical Workers (CPI-W) referenced in Sections 11.60.160 and 20.180.050 of the VMC no longer exists. Harmonizing these provisions will ensure consistent application of CPI adjustments in future years. Additionally, implanting the 2022 adjustments in a series of two steps (one in the first fiscal quarter, with a second increase in the third fiscal quarter) will afford City Staff time to communicate these changes to effected businesses.

Request: On Monday, February 14, 2022, approve ordinance on first reading, setting date of second reading and public hearing for

Monday, February 28, 2022.

*Natasha Ramras, Chief Financial Officer, 360-487-8484;
Taylor Hallvik, Assistant City Attorney, 360-487-8500*

Mayor Pro Tem Stober read the title of the Ordinance into the record.

Motion approved the request.

5. Evergreen and Grand Commercial Corridors Strategy

Staff Report 021-22

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; adopting the Evergreen and Grand Commercial Corridors Strategy document, intended to guide future zoning code text changes and other land use, community development and transportation implementation; providing for severability; and establishing an effective date.

Summary

Adopt Evergreen and Grand Commercial Corridors Strategy, a 46-page document with policy direction for properties located along lower Grand Boulevard and Evergreen Boulevard. The Strategy identifies three subdistricts, a Bus Rapid Transit (BRT) hub surrounding the intersection of Grand and Mill Plain Boulevards; a commercial and mixed-use corridor directly south alongside Grand Boulevard, and a residential and mixed-use corridor along Evergreen Boulevard. Specific land use policy direction is provided in the following areas:

- *Mixed-use commercial and residential building requirements. The current standard requiring first floor non-residential uses is recommended to be maintained along Grand Boulevard, with additional flexibility recommended along Evergreen Boulevard and the BRT hub, to be determined at the implementation stage*
- *Building heights. The current 50 foot maximum is proposed to be modulated, increased heights up to five stories allowed on the west side of the BRT hub, four stories allowed on most of Grand and Evergreen Boulevards, and a three story limit on other portions of Evergreen.*
- *Minimum Parking. One space is proposed to be required per 1,000 feet of commercial floor area. No minimum is proposed for ground floor retail in mixed-use buildings. One space is proposed per residential dwelling unit.*
- *Active edges are required along street fronts.*

A series of other high level regulatory and non-regulatory measures are proposed related to land use and transportation. See Attachment A.

Community outreach occurred through one in-person and three virtual community meetings, direct communications with individual stakeholders, the project website, surveys and communication through the City of Vancouver Be Heard page, City social media and newsletters, and direct mailings to residents, businesses and property owners in the area. Appendix A of the Strategy Document summarizes outreach, community input, and associated changes made in response.

A final virtual community workshop was held on October 21, 2022, at which participants expressed a desire for small scale commercial, retail, service-oriented neighborhood development, and traffic calming measures on Grand Boulevard. One person suggested creating a Grand-Gillis road couplet of two one-way streets. Concerns were also voiced about parking spillover into surrounding neighborhoods, and that mixed-use requirements along Evergreen should not be eliminated as proposed to no longer require first floor commercial uses. In response to the last concern about Evergreen Boulevard mixed-use development, staff subsequently adjusted the proposed Strategy to indicate that mixed-use requirements on Evergreen should be relaxed rather than eliminated, with details to be determined when implementing standards are developed in spring or summer 2022. No change to existing mixed-use requirements is recommended along the commercial core of the project area on Grand Boulevard.

Request: On Monday, February 14, 2022, approve ordinance for first reading, setting date of second reading and public hearing for Monday, February 28, 2022.

Bryan Snodgrass, Principal Planner, 360-487-7946

Mayor Pro Tem Stober read the title of the Ordinance into the record.

Motion approved the request.

6. Reappointment to the Vancouver Housing Authority

Summary

The Vancouver Housing Authority (VHA) Board is appointed by the Mayor to provide opportunities to people who experience barriers to housing because of income, disability or special needs in an environment which preserves personal dignity, and in a manner which maintains the public trust.

On August 2, 2021, Dominique Merriweather was appointed to the VHA for

a mid-term appointment set to expire February 1, 2022. Per Council Policy 100-06, this appointment could have been for the mid-term length and another, full term because the original term was for less than six months. Given that the mid-term appointment has an expiration, it is appropriate to reappoint Dominique Merriweather to serve for the full term. His new term would begin immediately and expire February 1, 2027.

Request: Reappoint Dominique Merriweather to the Vancouver Housing Authority Board of Directors, term beginning immediately and expiring February 1, 2027.

Mayor McEnemy-Ogle

Motion reappointed Dominique Merriweather to the Vancouver Housing Authority for a term beginning February 14, 2022 and expiring February 1, 2027.

7. Approval of Claim Vouchers

Request: Approve claim vouchers for February 14, 2022.

Motion approved claim vouchers in the amount of \$4,576,180.76.

Community Forum

Mayor Pro Tem Stober opened the Community Forum and received the following testimony:

- Cathryn Chudy, Vancouver, spoke in support of the climate action plan and talked about the climate action workshop and House Bill 1767, which they would like Council support on.
- Glen Yung, Vancouver, spoke about attending the Planning Commission retreat and the discussion of the displacement of current residents, and the need to discuss this topic further.
- Peter Bracchi, Vancouver, spoke about the homeless camp near Burnt Bridge Creek Trail and the extended period of time it has existed, as well as the environmental impacts of the encampment.

- Siobhana McEwen, Vancouver, spoke about how the City press release with Officer Sahota's family being quoted was inappropriate and asks for an apology to be issued.
- Audra Houston, Vancouver, asked what the process was for the communication channel for Councilmembers to provide feedback to community members and stated support for Glen Yung's nomination for Planning Commission be moved forward.
- Philip Englund, Vancouver, stated they support the City Council, they are disheartened hearing the conspiracy theories on the community forum, and hopes the City code can be reviewed concerning structures outside of the home.
- Monica Zazeuta, Vancouver, would like the Council to change codes restricting outdoor structures, they do not feel their voice was heard when they spoke in support in Glen Yung, and they would like to hear back from the Council regarding Glen Yung.
- Teresa Hardy, Vancouver, explained they reviewed the Planning Commission handbook and are concerned that having a vacancy for this long creates more issues, and they support Glen Yung.
- Alona Steinke, Vancouver, attended the WSU green transportation webinar and gave information provided during the webinar, and would like Council to consider planning to change the City busses and public vehicles to the electric.
- Alex Stein, Vancouver, stated he does not want what is occurring in Ottawa, Canada to happen here and that he would like for the community to get vaccinated.
- Wynn Grcich, Vancouver, spoke about House Bill 1684 from Representative Paul Harris that they would like stopped for fear of health concerns to the community due to fluoride in the drinking water.
- Justin Forsman, Vancouver, spoke about their worries with fluoride dangers to the community's health and spoke in support of Glen Yung for the Planning Commission.
- Michele Rudi, Vancouver, explained as a business and property owner how they are concerned with the increase in property crime, retail theft, and violent crime, and spoke about their concerns with House Bill 1310 and the overall priority of public safety.
- Kimberlee Elbon, La Center, spoke in support of Glen Yung for the Planning Commission, would like in person assembly, was dismayed about staff members speaking about her, and would like to see Governor Inslee out of office.

There being no further testimony, Mayor Pro Tem Stober closed the Community Forum.

Adjournment

7:53 p.m.

DocuSigned by:

Anne McEnerny-Ogle

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Anne McEnerny-Ogle, Mayor

Attest:

DocuSigned by:

Natasha Ramras

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Natasha Ramras, City Clerk

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



MEMORANDUM

DATE: February 22, 2022

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

RE: **Climate Early Actions Package progress update**

The purpose of this Memo is to:

- Describe progress to date on the Climate Early Actions Package that Council directed Staff to pursue last year.
- Introduce a set of representative macro policy issues for Council discussion that are essential to achieving the overall climate action goals Council directed in 2021.
- Highlight the role and framework of a *supplemental climate and sustainability priority declaration*.

Background

At the July 2021 climate workshop, the City Council endorsed two key policy objectives:

- A *preliminary* overall Climate Action goal of:
 - an 80% reduction in GHG emissions by municipal operations by 2025
 - an 80% reduction in GHG emissions by the Vancouver community by 2030
 - and the achievement of carbon neutrality by both municipal operations and the Vancouver community by 2040.

When Council endorsed this preliminary goal, it was with the caveat that they wanted to understand the analysis- and data-based policy actions that would be necessary to achieve these goals. This analysis as well as community engagement over the last several months has been focused on defining the policy tools and actions necessary to achieve this leading edge climate action goal. These policy actions are anticipated to be the focus of the March 7 workshop with Council.

- An Early Action Package (EAP) targeted at jumpstarting greenhouse gas (GHG) emissions reduction while laying the groundwork for the implementation of the full Climate Action Plan in 2022.

Progress

Overall Climate Action Goal

To achieve the overall climate action goal of carbon neutrality by 2040, significant and swift change would need to be made in three key areas of the community that account for a majority of community-based carbon emissions:

Area of Focus	Key Strategies	Representative Policy tools
Building & Energy	• Reduce building energy demand for existing and new commercial and residential buildings • Switch to lowest-carbon power source available for existing and new building heating/cooling and cooking	• City enacted mandates and regulations for new construction • Point-of-sale energy conversions for existing buildings • Building energy efficiency incentives and programs
Natural Systems	• Preserve, expand and improve greenspaces and tree canopy for carbon capture.	• Investment in conversion of existing City assets (parks, open spaces, rights of way) to expand carbon capture opportunity • Expansion of City urban forestry program and tree regulations • City regulations for new development requiring carbon capture landscaping approach
Transportation and Land Use	• Increase walking, biking, and transit and decrease driving. • Rapid transition to electric and low-carbon vehicles. • Revise land use patterns to concentrate growth, provide abundant housing in a variety of sizes and price points, and support transportation goals.	• Significant increase in community-wide density through up-zoning and redevelopment • City investment in renewable fuel transportation infrastructure (electric and hydrogen fueling) • Investment in expanded frequency and access of transit • Systemic conversion of street system to prioritize non-auto mobility

Early Action Plan

The EAP consists of 13 actions to reduce emissions from municipal sources. These actions are all largely within municipal control to enact and broadly supported across the community, thus enabling the City to move quickly and demonstrate leadership in climate action in the community. A table summarizing the progress on each element is attached for Council's reference.

To date, City staff have advanced 12 of the 13 action items in the EAP. While some actions are multi-year efforts, many are well underway with significant progress or completion expected by the end of the year.

Action #11 ("Release a supplemental climate and sustainability priority declaration") requires City Council direction to initiate. Council would need to direct CMO staff to draft a resolution for Council adoption stating Council's desired pathway of an 80% reduction in GHG emissions by municipal operations by 2025, an 80% reduction in GHG emissions by the Vancouver community by 2030, and the achievement of carbon neutrality by both municipal operations and the Vancouver community by 2040.

The resolution would further direct city staff to pursue policy and budgetary actions that support this desired pathway and direct city departments to specify how new or updated programs, services, projects, and plans will be grounded in climate change mitigation and resilience. Such a resolution would provide needed guidance as staff approach efforts such as the update of the Strategic Plan and the Interstate Bridge Replacement project.



Actions	Status	Notes
Buildings & Energy		
1. Develop a comprehensive green building policy for City-owned and occupied buildings and the private sector that is consistent with or exceeds state standards.	In progress	City Manager's Office (CMO) staff initiated conversations with City Economic Prosperity and Housing staff and local, private-sector green building experts for direction on policy language that will support sustainable development.
2. Expand energy and water conservation retrofits and operational improvements to all municipal buildings and operations, beginning with retrofits that staff have identified as feasible and promising investments.	In progress	CMO staff are exploring a potential contract with an HVAC/energy efficiency consultant to assess City-owned buildings for energy usage intensity, recommend upgrades, perform cost-benefit analyses, and recommend staged approaches for large/expensive upgrades.
3. Work with Clark PUD to transition to 100% renewable energy for electricity use in municipal buildings, starting in 2021.	In progress	CMO staff are working with Clark Public Utilities (Clark PUD) to compile an inventory of municipal buildings and determine costs to upgrade to 100% renewable energy via Clark PUD's Greenlight program. The City's Water Resource Center already uses 100% Greenlight energy.
4. Work with Clark PUD and Northwest Natural (NWN) to subsidize home energy efficiency and weatherization retrofits for affordable housing units and housing that serves low-and fixed-income populations.	In progress	Both utilities already have active programs in place to do this and the City works with these programs on behalf of low-income residents. CMO and Economic Prosperity and Housing staff are meeting with partners from Clark PUD and Clark County Community Development to explore ways that the City could expand on existing efforts.

Transportation & Land Use		
5. Partner with Clark PUD, C-TRAN, and Waste Connections to expand electric buses and electric contracted waste collection vehicles, prioritizing implementation in communities overburdened by local air pollution and with higher rates of asthma and other respiratory ailments.	In progress	CMO staff have held discussions with Waste Connections and C-TRAN on this topic. The City wouldn't be able to contractually require vehicle type until its contract with Waste Connections is up for revision in 2030. However, Waste Connections has been pursuing electrification and lower-carbon fuels of their own accord. C-TRAN indicated that they will be undertaking a vehicle fueling study in 2022 that will be informed by City policies. C-TRAN also indicated that the City can support C-TRAN in applying for competitive grants for electric buses by providing letters of support.
6. Develop and implement a fleet EV charging infrastructure program.	In progress	CMO and Fleet staff are in conversation with Clark PUD about incentive programs and station planning. Fleet is conducting a baseline assessment of its inventory to determine the number and timing of possible EV replacements and priority locations for charging infrastructure. Staff are also seeking funding opportunities and technical assistance through the State of Washington and new federal infrastructure funding.
7. Introduce a policy to replace City fleet vehicles with electric at the time of replacement. This policy applies to City-owned cars and light- and heavy-duty trucks.	In progress	CMO and Fleet staff are coordinating to work out the wording of this policy and establish a baseline assessment of volume and timing of possible replacements. Fleet stressed the importance of including alternative/step-down fuels to decrease emissions for vehicles without electric replacements.

Solid Waste		
8. Develop and enforce a City of Vancouver environmentally preferable purchasing policy.	In progress	Procurement staff are conducting research into best practices for policy language and are reaching out to other agencies in Washington to see how they have approached this.
9. Require food waste composting and glass and co-mingled recycling at all City buildings and for all municipal operations.	In progress	Solid Waste staff inventoried existing services provided to municipal facilities and prioritized buildings for the addition of new services. Staff are also outlining implementation plans for training, janitorial services, and coordination with Waste Connection on receptacles and pick-up services. Solid Waste staff suggested creating a City Green Team comprised of staff from each department who would be champions for sustainability efforts where they work.
Water & Wastewater		
10. Develop a solids management and resource recovery plan for wastewater facilities that generates renewable energy and beneficial materials.	In progress	Wastewater Management staff are in the early stages of a solids management & resource recovery plan that will explore this idea. The planning process is expected to take 2-3 years. They have earmarked funding for this in their Capital Improvement Plan and the topic/effort is a focus of the City's utility resilient water strategies. Additional funding could support a broader scope of work. One possible idea is a community digester, where local food waste and grease could be digested for renewable energy.

Governance		
11. Release a supplemental climate and sustainability priority declaration.	Not yet started	City Council would need to direct CMO staff to draft a resolution for Council adoption stating Council's desired pathway of an 80% reduction in GHG emissions by municipal operations by 2025, an 80% reduction in GHG emissions by the Vancouver community by 2030, and the achievement of carbon neutrality by both municipal operations and the Vancouver community by 2040. The resolution would direct city staff to pursue policy and budgetary actions that support this desired pathway and direct city departments to specify how new or updated programs, services, projects, and plans will be grounded in climate change mitigation and resilience.
12. Build critical staff capacity to support CAP development and implementation.	In progress	Added 0.5 FTE for supporting CAP development and implementation. Additional capacity, particularly for ongoing support in communications and public outreach, is needed. Secured 4 months of additional capacity from a collegiate team to assist with deeper outreach to the community, with a focus on engaging youth and BIPOC community members.
13. Establish a municipal energy fund to create a self-sustaining source of funds for investing in energy-efficient municipal operations.	In progress	CMO staff are exploring a potential contract with an HVAC/energy efficiency consultant who could provide a baseline, year-by-year cost estimate for building upgrades that can be used to inform the structure of a municipal energy fund. See Action 2.

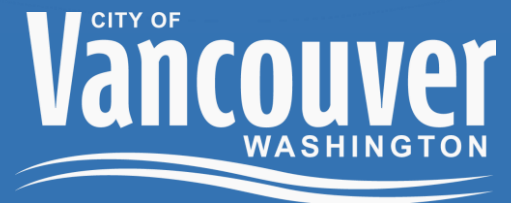


Vancouver Climate Action Plan

City Council Workshop

Rebecca Small & Aaron Lande

March 7, 2022



Today



Orientation



Early Action Update

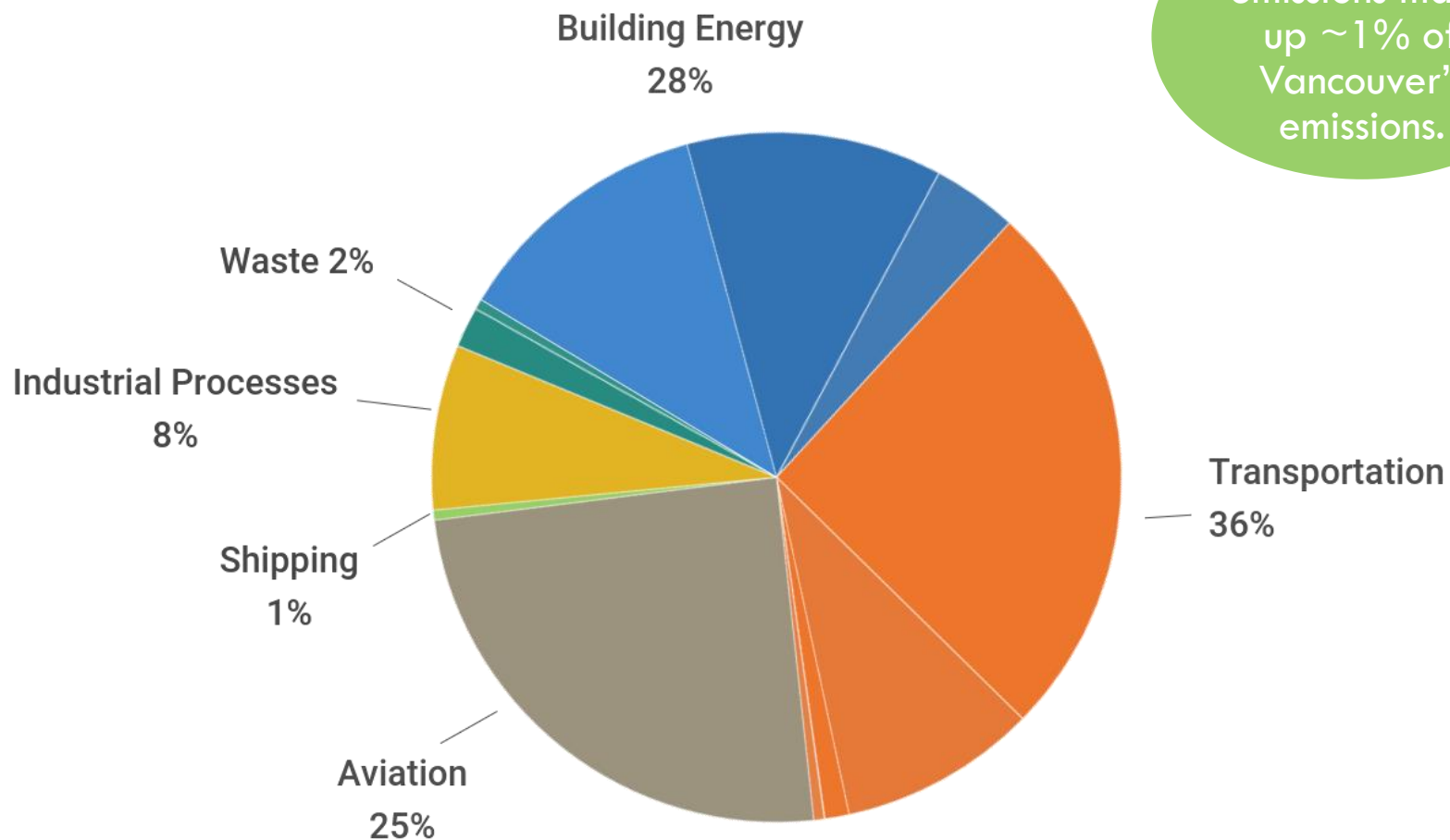


Climate Action Plan



Orientation

Community Emissions



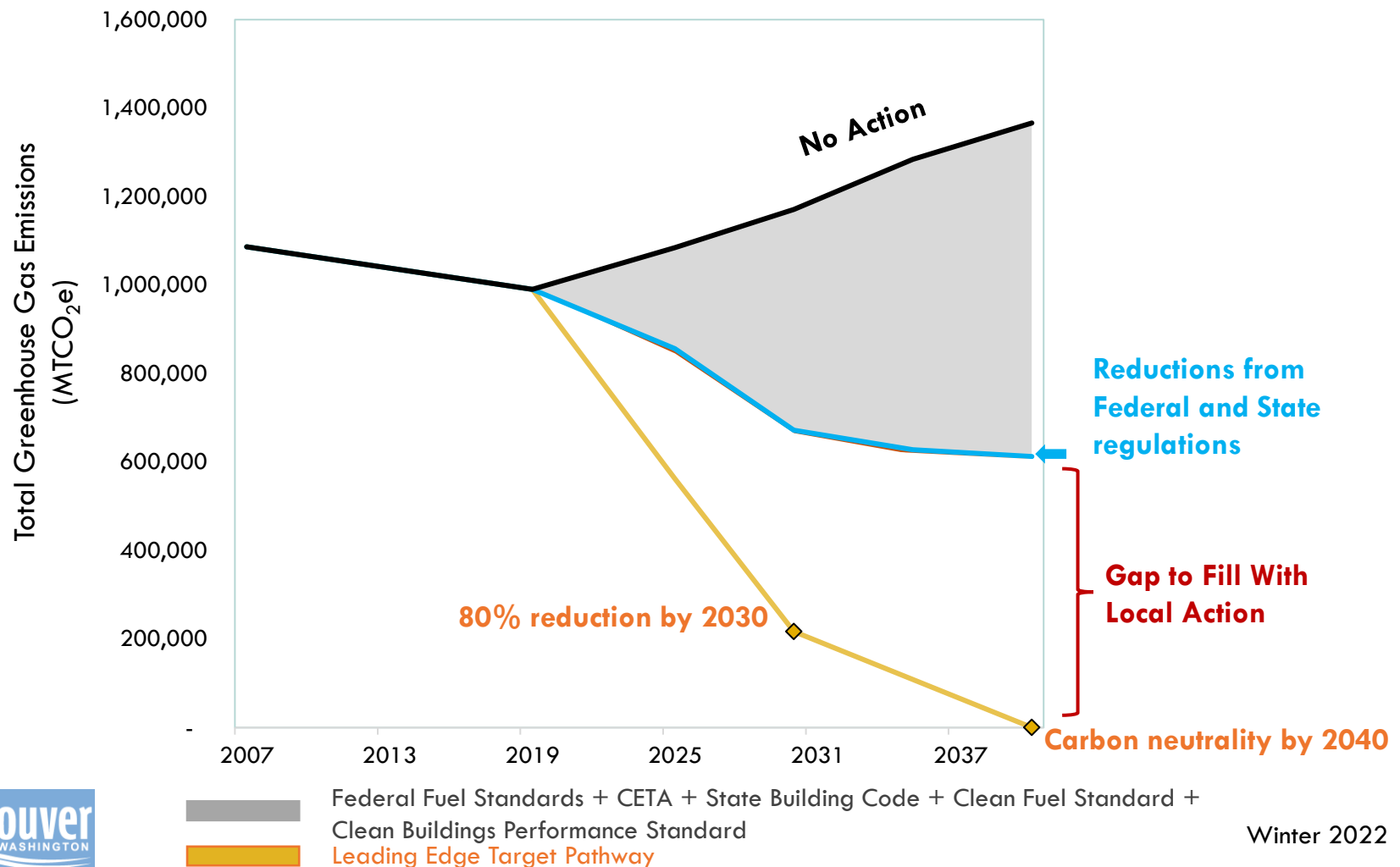
Municipal emissions make up ~1% of Vancouver's emissions.

Council direction

At the July 2021 climate workshop, Council endorsed the following:

- A *preliminary* overall Climate Action goal of:
 - an **80%** reduction in GHG emissions by **municipal operations** by **2025**
 - an **80%** reduction in GHG emissions by the **Vancouver community** by **2030**
 - and the achievement of **carbon neutrality** by both municipal operations and the Vancouver community by **2040**.
- An **Early Action Package** of climate initiatives to jumpstart GHG emission reductions.

Local action needed to reach carbon neutrality



Leading Edge Strategies

Vancouver will have...



**A City
that Leads**



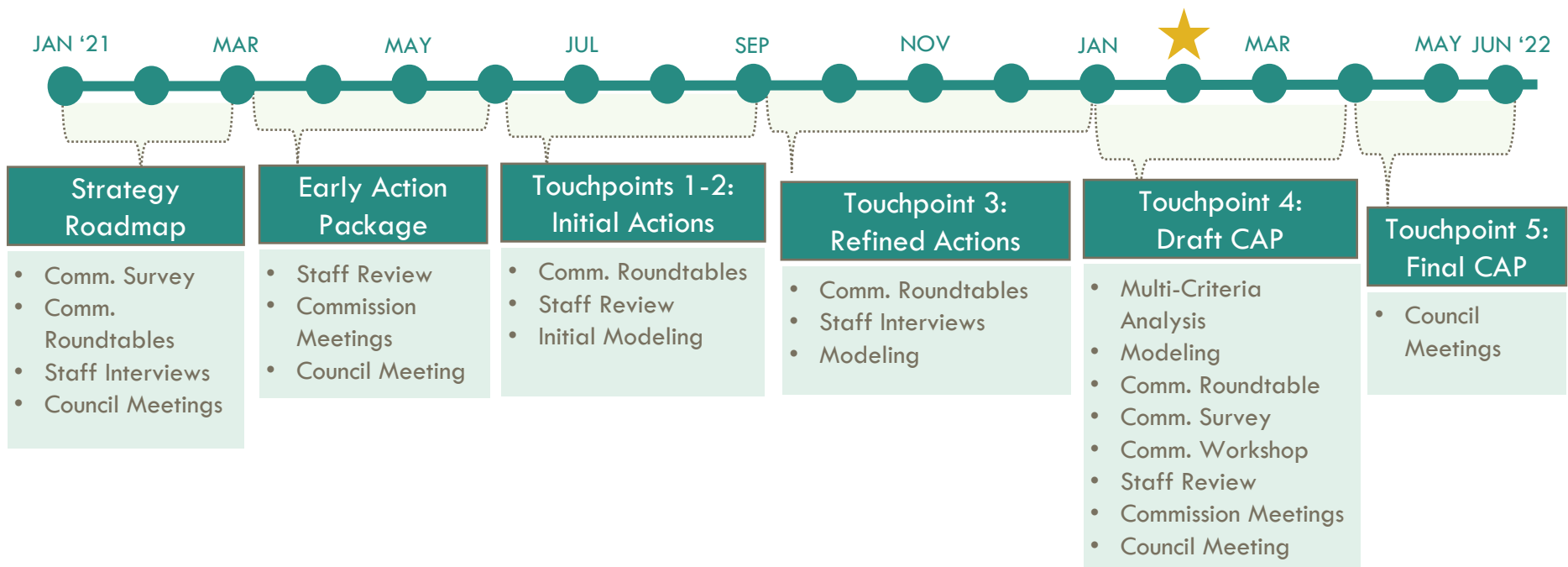
**Equity in Design
and Implementation**



**Resilient,
Green Economy**

**We revised roadmap strategies and developed new strategies.
The priority is emissions reductions first; minimize offsets.**

Status Update: On Track

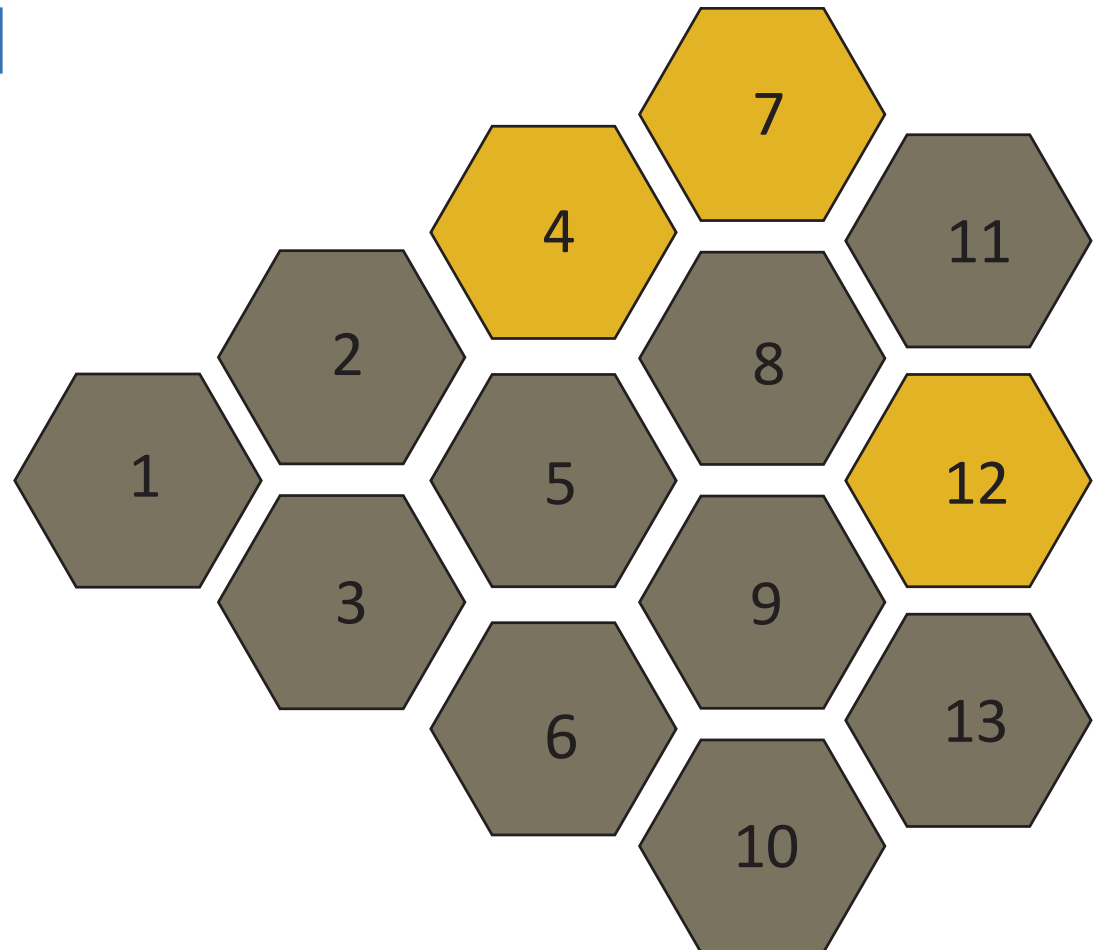
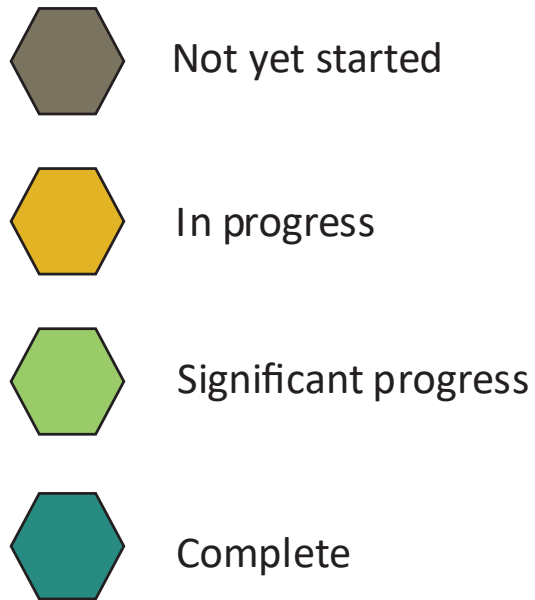


Both qualitative and quantitative analyses are used to help refine actions to those best suited to Vancouver.



Early Action Package Update

Progress at a glance: October 2021



Progress at a glance: March 2022



Not yet started



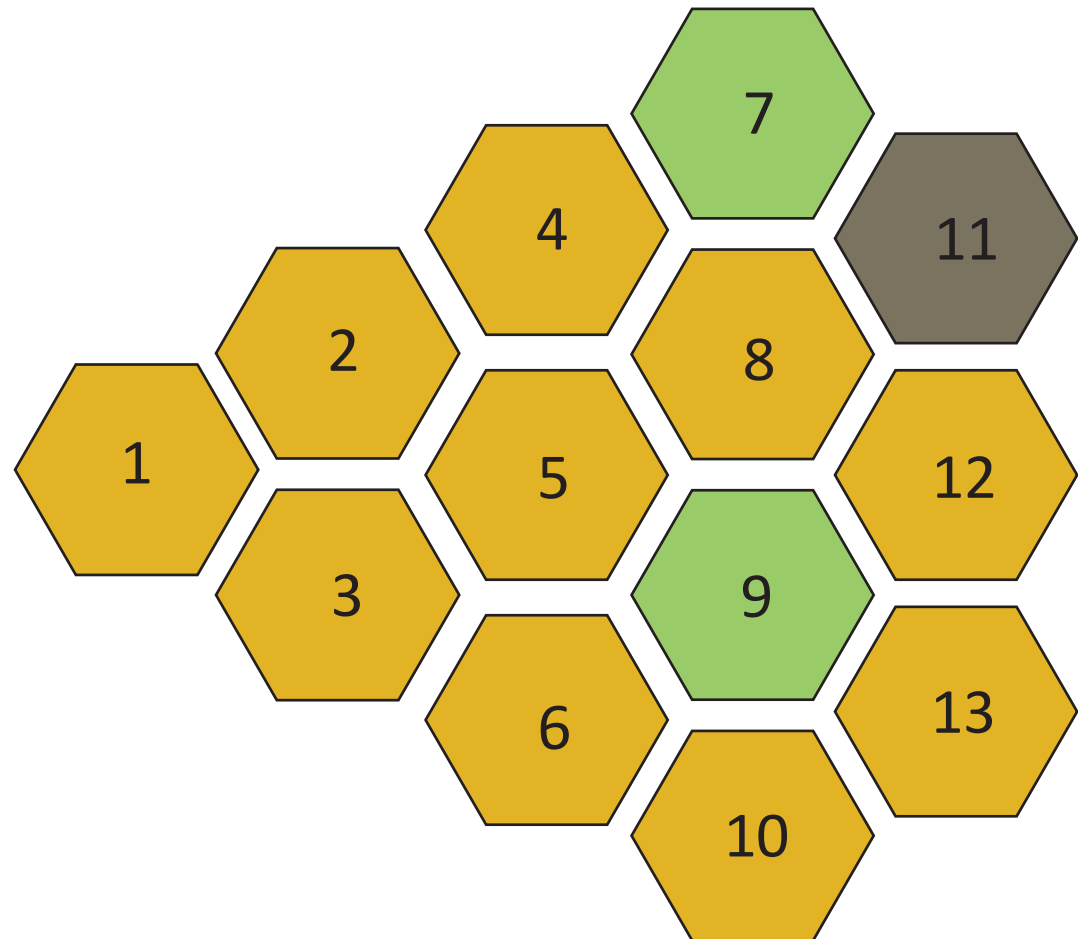
In progress



Significant progress



Complete



Buildings & Energy

Action

1. Develop a comprehensive **green building policy** for City-owned buildings and the private sector that is consistent with or exceeds state standards.
2. Expand **energy & water conservation retrofits** and operational improvements.
3. Invest in **100% renewable electricity**.
4. Subsidize **energy efficiency and weatherization** retrofits for low- & fixed-income housing.



Transportation & Land Use

Actions

5. Expand **electric buses and contracted waste collection vehicles** in overburdened communities.

6. Develop and implement a **fleet EV charging infrastructure program**.

7. Introduce a policy to replace City fleet vehicles with **electric options** and use **step-down fuels** where electric options are unavailable.



Water, Wastewater, & Solid Waste,

Actions



8. Develop a City **environmental purchasing policy** (EPP).



9. Provide **food waste composting** and **recycling** for City buildings.



10. Develop a **solids management and resource recovery plan** for wastewater facilities to generate renewable energy and beneficial materials.



Governance

Actions



11. Release a supplemental climate and sustainability **priority declaration**.



12. Build **critical staff capacity** to support CAP development and implementation.



13. Establish a **municipal energy fund** to create a self-sustaining source of funds for investing in energy-efficient municipal operations.



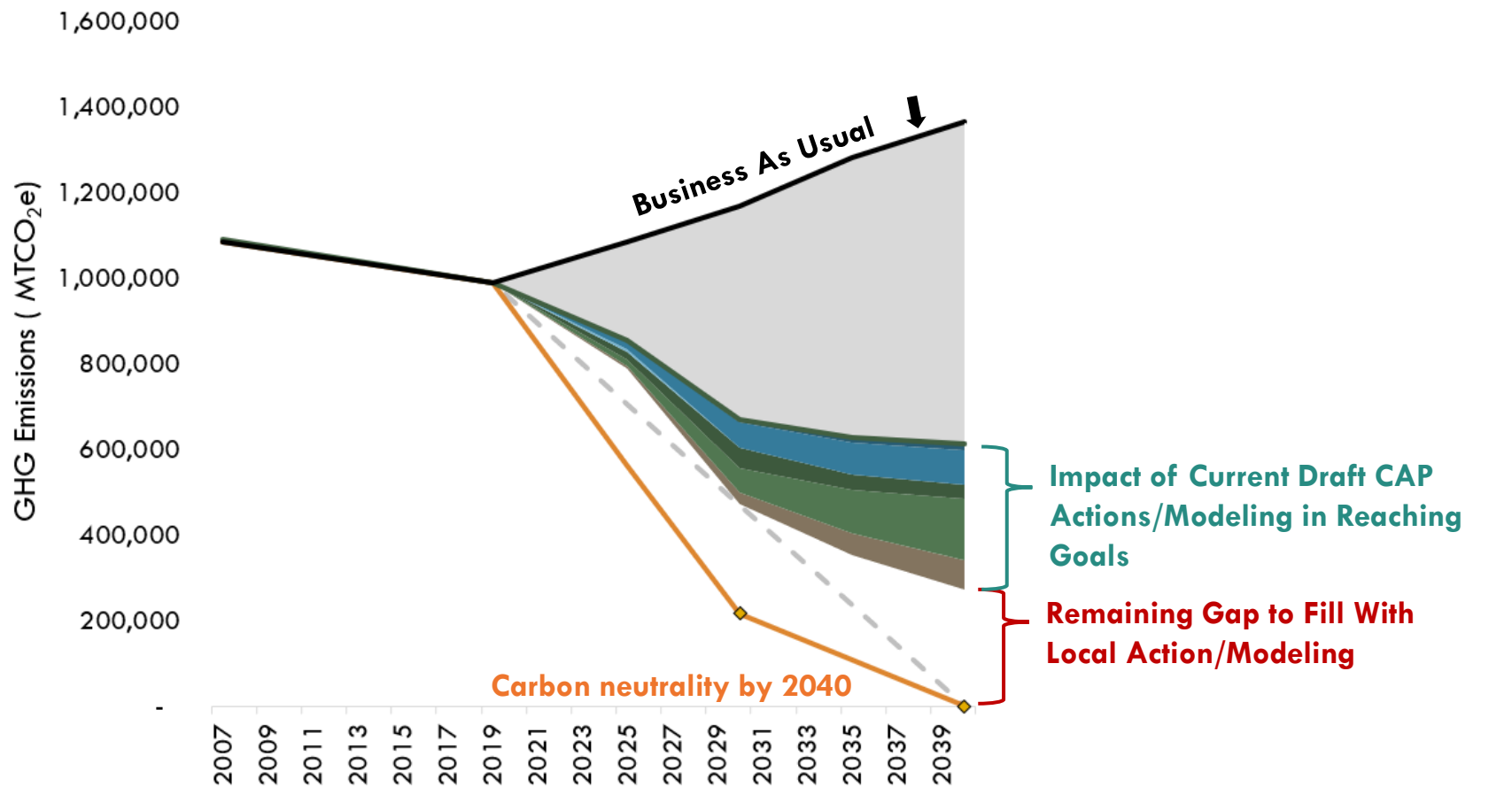
A **Climate Priority resolution** would provide needed guidance as staff approach efforts such as the update of the Strategic Plan and the Interstate Bridge Replacement project.





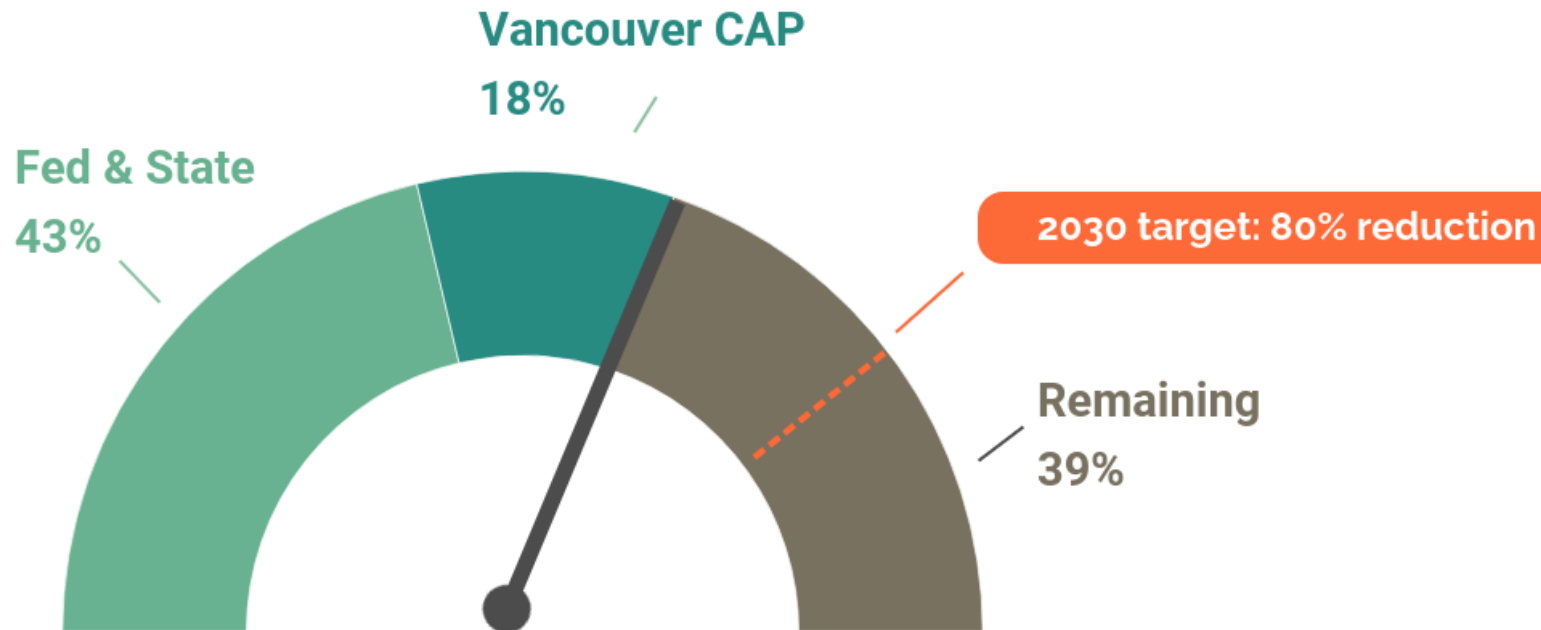
Climate Action Plan

Total Estimated Impact



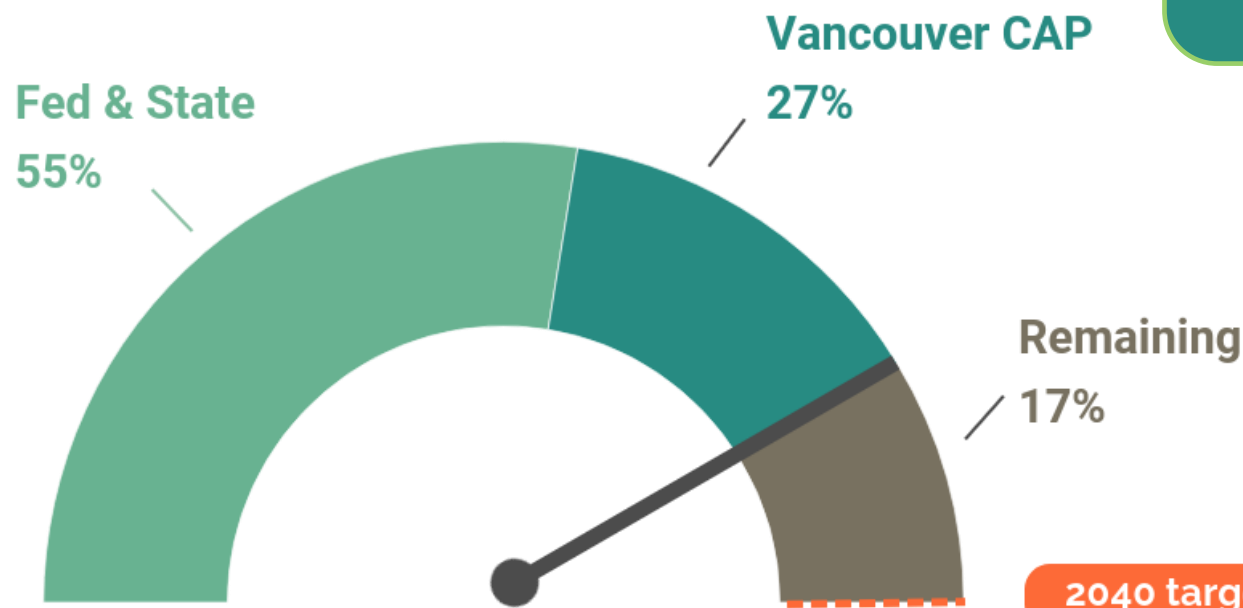
Estimated progress towards 2030 target

Fed, State, and local actions achieve **61%** GHG reduction

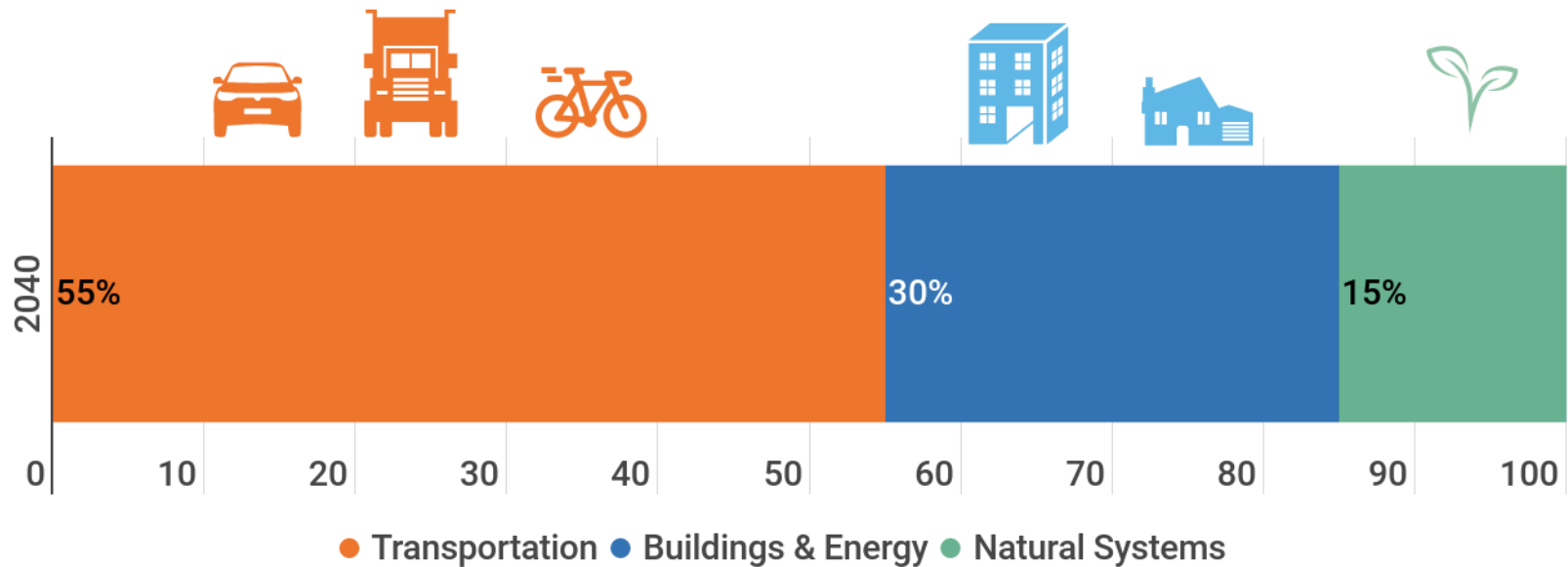


Estimated progress towards 2040 target

Fed, State, and local actions achieve **83%** GHG reduction



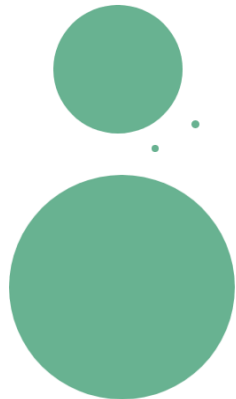
Cumulative impact of CAP actions (by sector)



Transportation-related actions in the draft CAP account for over half of GHG reductions by 2040.

Relative impact of CAP actions

Natural Systems



Buildings & Energy



Transportation & Land Use



Relative GHG reductions (by 2040) of individual (draft) CAP actions, by sector.

Building & Energy

Key strategies

- Reduce building energy demand for commercial and residential buildings
- Switch to lowest-carbon power source available for building heating/cooling and cooking



Natural Systems

Key strategies

- Preserve, expand and improve greenspaces and tree canopy for carbon capture.



Transportation

Key strategies

- Increase walking, biking, and transit and decrease driving.
- Rapid transition to electric and low-carbon vehicles.



Land Use

- Revise land use patterns to concentrate growth, provide abundant housing in a variety of sizes and price points, and support transportation goals.





Outreach & Next Steps

Multi-Criteria Analysis

Analysis Purpose

Consider other costs and benefits of proposed actions

Criteria include:

- ✓ Impact (resilience-building, emissions-reducing)
- ✓ Cost (of action and of inaction)
- ✓ Equity
- ✓ Feasibility (political, social, technological)
- ✓ Support (community, businesses)
- ✓ Co-benefits (e.g., public health, green jobs, City leadership)

Multi-Criteria Analysis

Criterion	Weight
Impact	0.25
Cost	0.15
Feasibility	0.10
Equity	0.20
Community support	0.10
Co-benefits	0.20

Cost modeling



Quantitative cost modeling: putting a price estimate on the most impactful actions contained in the plan.

Outreach



- Community Roundtable group
- Targeted outreach to equity-focused community organizations
- Coordinate with existing programs to engage youth and teens
- Online open house

Outreach

Climate education and outreach must be:

- Ongoing to ensure equitable, meaningful implementation of the plan.
- Coordinated with other City planning efforts



Next Steps

- Qualitative multi-criteria analysis (happening now) – Roundtable members
- Cost modeling & updated GHG modeling – Cascadia
- Engagement – ongoing
- Next Council touchpoint: Council Workshop, April 25th, 2022

Conclusion

Questions?

Rebecca Small, Senior Policy Analyst

360-487-8601

rebecca.Small@cityofvancouver.us



Staff Report: 031-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 3/7/2022

SUBJECT Bid Award for Water Station 7 Water Treatment Improvements

Key Points

- Water Station 7 is essential to the City's water system in providing safe, clean drinking water.
- This project replaces existing water treatment systems with modern equipment.
- Three (3) responsive bids were received and Stellar J Corporation has been determined to be the lowest responsive and responsible bidder.
- Stellar J Corporation anticipates exceeding the City's apprenticeship utilization goal of 3%.

Strategic Plan Alignment

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

Present Situation

Water Station 7 is a 3.7-acre site located at 11595 NE 16th St. Water Station 7 has been used for both water production and elevated water storage since the late 1960's. The City purchased the property in 1961. There are two existing wells at this water station that will benefit from the upgraded treatment systems.

The project replaces existing fluoridation and disinfection equipment currently located in two, separate buildings. The new equipment will provide updated fluoridation and disinfection systems to meet our current standard. The new disinfection system utilizes salt, water and electricity to generate a low strength sodium hypochlorite disinfection solution. All new equipment will utilize existing buildings and no new structure are required for this project. This continues our efforts to install disinfection systems that were selected as our standard in 2015. This will be the fourth equipment installation under that contract.

On February 15, 2022, the City received three (3) responsive bids for the subject project. The

bids are as follows:

SUMMARY OF RESPONSIVE BIDS	
BIDDER	AMOUNT
Stellar J Corporation, Woodland, WA	\$687,701.64
McClure and Sons, Inc., Mill Creek, WA	\$851,488.47
Rotschy, Inc., Vancouver, WA	\$911,291.85
<i>Engineer's Estimate with Tax</i>	<i>\$630,000.00</i>

Stellar J Corporation has completed projects of similar size and scope in the past and has met the requested supplemental responsible bidder criteria.

Stellar J Corporation acknowledges the City's desire for Apprenticeship Utilization on this project and is anticipating exceeding the 3% goal.

Advantage(s)

- Provides new chemical treatment systems replacing aging facilities.
- Increases reliability and decreases maintenance by combining water quality monitoring systems in one location.

Disadvantage(s)

None

Budget Impact

The funds for this project are budgeted in the Water Fund, 2021-2022 Capital Budget.

Prior Council Review

Project approved in the 2021 - 2022 Water Capital Improvement Budget.

City Council approved an equipment purchase contract for the sodium hypochlorite generation units with Process Solutions, Inc. on August 24, 2015.

Action Requested

On March 7, 2022, award a construction contract for the Water Station 7 Water Treatment Improvements project to the lowest responsive and responsible bidder, Stellar J Corporation of Woodland, WA at their bid price of \$687,701.64, which includes Washington State sales tax; and authorize the City Manager or designee to execute a contract with Stellar J Corporation for the same.

Tyler Clary, Water Engineering Program Manager, 360-487-7169

ATTACHMENTS:

- ▯ Contract



CONTRACT # _____

ITB 22-11: Water Station 7 Sodium Hypochlorite and Fluoridation Systems - Re-bid

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 Stellar J Corporation hereinafter referred to as "Contractor," whose address is 1363 Down River Drive, Woodland, WA 98674, hereinafter referred to "Parties."

WHEREAS, the City desires to engage the Contractor to provide public work and other related services for Water Station 7 Sodium Hypochlorite and Fluoridation Systems - Re-bid. Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 22-11 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 the improvement of Water Station 7 Disinfection, Fluoridation & Electrical Improvements and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications, hereafter referred to as "Work."

The Work shall be fully complete within 90 Working Days from the Notice to Proceed (NTP) date.

- 2. EFFECTIVE DATE:** This Contract is effective as of the last signature dated below.
- 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 8.5% Washington State Sales Tax (if applicable) \$687,701.64.
- 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	\$1,000,000
Annual Aggregate	\$2,000,000
V. Builders Risk	
Builder's "All Risk" Property Insurance	Contract Value
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, 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. JURISDICTION/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 its 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. INCORPORATED CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:** The complete Contract includes these parts listed in this section below, which are incorporated by this reference as if fully as set forth herein. 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

Jeff Carlsen
Stellar J Corporation
1363 Down River Drive
Woodland, WA 98674

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:
Stellar J Corporation

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney



Staff Report: 032-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 3/7/2022

SUBJECT Award construction contract for ITB 22-12 the 2022 East Curb Ramps project (#072822)

Key Points

1. Under the City's 2022 Street Preservation and Resurfacing contracts, the City is resurfacing streets with hot mix asphalt (HMA) overlay treatments and preserving streets with microsurfacing and cape seal treatments.
2. Per the Federal Highway Administration (FHWA), streets receiving treatments that are considered an alteration are required to be upgraded so that existing curb ramps meet current ADA requirements. Alterations include HMA overlay treatments, cape seals and microsurfacing.
3. Project includes reconstruction of 82 curb ramps. Approximate curb ramp locations are shown on the attached map.
4. City maintenance crews do not have the available labor or equipment to do the type of work being done as part of this project.

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 City is issuing three separate curb ramp contracts this year as part of its 2022 pavement management program. These contracts include the "2022 East Curb Ramps," the "2022 Central Curb Ramps" and the "2022 West Curb Ramps." The purpose of splitting the work into three contracts is to reduce each contract to a manageable size, which helps expedite ramp construction. From a construction sequencing standpoint, it is far more efficient to construct the new curb ramps in advance of the on-street pavement management resurfacing work.

This staff report and recommended action is to award the 2022 East Curb Ramps contract only.

Recommendations for the the west and central curb ramp projects will follow at a later date.

On February 15, 2022, the City received three bids for the subject project. The bids ranged between \$906,000.00 to \$1,067,255.05 dollars. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Advanced Excavating Specialists (AES), LLC, Kelso, WA	\$906,000.00
Western United Civil Group LLC, Yacolt, WA	\$941,227.00
MJ Hughes Construction, Vancouver, WA	\$1,067,255.05
Engineers' Estimate	\$880,000.00

There is a minimum apprenticeship goal of 3% of the utilized labor hours for this project. Advanced Excavating Specialists LLC Longview, WA has submitted an Apprenticeship Utilization Plan to meet or exceed this goal by using approximately 84 hours of apprentice time of the estimating total of 2,800 applicable labor hours for the project.

Advantage(s)

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

Disadvantage(s)

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

Budget Impact

The project is currently funded through the Pavement Management Program in the Street Fund (\$906,000.00). No additional budget appropriation is required.

Prior Council Review

None

Action Requested

On March 7, 2022, award a construction contract for the 2022 East Curb Ramps project to the lowest responsive and responsible bidder, and authorize the City Manager or his designee to sign a contract with Advanced Excavating Specialists LLC Kelso, WA, at their bid price of \$906,000.00, which includes Washington State sales tax.

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

ATTACHMENTS:

- ▣ Vicinity Map
- ▣ Contract





CONTRACT # _____
BID 22-12: 2022 East Curb Ramps

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 Advanced Excavating Specialists, LLC, hereinafter referred to as "Contractor," whose address is 1200 Hazel Street, Kelso, WA 98626, hereinafter referred to "Parties."

WHEREAS, the City desires to engage the Contractor to provide public work and other related services for 2022 East Curb Ramps. Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 22-12 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 the improvement of curbs, sidewalks, excavation, minor paving and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications, hereafter referred to as "Work."

The Work shall be fully complete within 60 Working Days from the Notice to Proceed (NTP) date.

- 2. EFFECTIVE DATE:** This Contract is effective as of the last signature dated below.
- 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 8.5% Washington State Sales Tax (if applicable) \$906,000.00.
- 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
V. Builders Risk	
Builder's "All Risk" Property Insurance	Contract Value
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, 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. JURISDICTION/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 its 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. INCORPORATED CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:** The complete Contract includes these parts listed in this section below, which are incorporated by this reference as if fully as set forth herein. 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

Chad Rorabough
Advanced Excavating Specialists, LLC
1200 Hazel Street
Kelso, WA 98626

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:
Advanced Excavating Specialists, LLC.

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney



Staff Report: 033-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 3/7/2022

SUBJECT 2021 Joint Agency Slurry Seal Project Contract Amendment (#072821)

Key Points

- The City maintains approximately 1,900 lane miles of streets in its system.
- The City's annual resurfacing and preservation contracts are the primary way that the streets get curb to curb work done on them.
- The project includes approximately 36 lane miles of street preservation.
- City maintenance crews do not have the man power or equipment to do the type of work being done as part of this project.

Strategic Plan Alignment

Goal 1, Objective 1.2 of the City's Strategic Plan: *Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained.*

Present Situation

On March 9, 2021, the City received bids for the 2021 Joint Agency Slurry Seal Project, which was awarded to Blackline, Inc, of Vancouver, Washington with the City of Vancouver's portion of the work being approved for \$276,155.00. As part of the bid, the contractor executed a separate contract with each agency. In addition, the participating agencies reserved the right to extend the contract for two (2) one (1) year periods with the same terms and conditions and the option to review unit prices for adjustment due to inflation and amount of work.

At the end of 2021, the City and Clark County discussed a contract extension with Blackline for 2022 and decided that it was in our best interests to do so. All 2022 work quantities were sent to Blackline, Inc. and proposed 2022 pricing was agreed upon for the unit bid items. The 2022 City of Vancouver portion of the work is \$452,100.00.

Advantage(s)

1. Will result in improved pavement on approximately 36 lane miles of streets in Vancouver, protecting the City's investment in its street network.
2. The City of Vancouver and Clark County are working cooperatively to make the best use of limited funds and save administrative costs and time during the bidding process by extending the contract.
3. Will reduce higher maintenance costs on City streets, as well as extend the life of the pavement before more costly treatments are required.

Disadvantage(s)

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

Budget Impact

The project is currently funded through the Pavement Management Program in the Street Fund (\$452,100). No additional budget appropriation is required.

Prior Council Review

None

Action Requested

On March 7, 2022, amend the Blackline, Inc, of Vancouver, Washington construction contract for the 2022 Joint Agency Slurry Seal Project for sealing for one (1) additional year for their adjusted bid price of \$452,100.00, which includes Washington State sales tax.

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

ATTACHMENTS:

- ▣ Slurry Seal Map
- ▣ Contract



Legend

2022 Slurry Seal (Separate Contract)

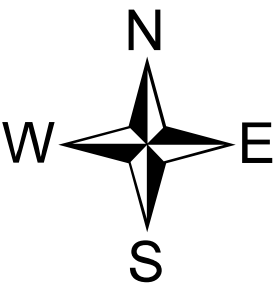
Treatment Type

- SLURRY SEAL
- Vancouver City Limits

Updated: 12/20/2021

City of Vancouver 2022 Slurry Seal Project Map

Subject to Change



CONTRACT #C-100577

AMENDMENT No. 1

ITB 21-06: 2021 Joint Agency Slurry Seal Project

This Agreement amends the public works Contract number C-100577 by and between the City of Vancouver, hereinafter referred to as "City", and Blackline, Inc hereinafter referred to as "Contractor", whose address is 13023 NE Hwy 99, Ste #7, PMB 196, Vancouver, WA 98686 for services offered.

This amendment amends the original Contract as follows:

1. This Work shall be performed on the streets listed in herein attached spreadsheet and by reference made part of this Amendment "2022 COV Slurry Streets List" and as shown on herein attached "2022 COV & CC Slurry Project Proposal" and by reference made part of this Amendment "2022 Slurry Streets Full City View Map," "2022 COV Slurry Area Maps Combined" and at the direction of City personnel.
2. Compensation for work performed shall be calculated based on updated pricing contained in herein attached document and hereby reference made part of this Amendment "2022 COV & CC Slurry Project Proposal".
3. Section 6 COMPENSATION AND SCHEDULE OF PAYMENTS shall increase by \$452,100.00 as detailed in herein attached spreadsheet and hereby reference made part of this Amendment. Any changes must be approved by written change order on City authorized forms and signed by all parties.
4. The following special conditions shall apply to work performed under this Amendment. In case of conflict these special conditions shall apply.
 - a. Work in the City of Vancouver shall begin on or after July 5, 2022. Slurry sealing on City of Vancouver streets shall be completed by August 17, 2022 with the following exceptions:
 - a. Slurry sealing on streets shown on Map #5 in and directly adjacent to the Village at Fisher's Landing Neighborhood shall not begin before July 15, 2022.
 - b. The annual Ride Around Clark County (RACC) will be on July 23 in 2022. No work shall take place on that day.
 - b. Striping may be removed with either a hydroblaster or a grinder. Road surfaces shall be undamaged, clean and dry after striping removal.
 - c. The City will complete all striping and will be responsible for its layout.
 - d. Speed Bump Clarification – treatment shall cover any speed bumps.
 - e. The City of Vancouver will require that the contractor place a cone in all driveways of residents that will be affected by the slurry seal work that day.

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

This amendment in no way alters any other provisions of the original agreement.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Blackline, Inc.

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

2022 PAVEMENT SLURRY SEAL QUANTITIES - FINAL

20-Dec-21

CITY OF VANCOUVER

ITEM NO.	DESCRIPTION	QTY	UNIT	COST	TOTAL
1A	FLAGGERS AND SPOTTERS	120	HR	\$ 55.00	\$ 6,600.00
2A	PORTABLE CHANGEABLE MESSAGE SIGN	2	EA	\$ 1,200.00	\$ 2,400.00
3A	LATEX MODIFIED SLURRY SEAL, TYPE II	253200	SY	\$ 1.75	\$ 443,100.00

TOTAL SCHEDULE "A"

\$

452,100.00

City of Vancouver 2022 Slurry Streets List

<u>MAP #</u>	<u>STREET & SEGMENT ID</u>	<u>STREET NAME</u>	<u>FROM STREET NAME</u>	<u>TO STREET NAME</u>	<u>WIDTH</u>	<u>LENGTH</u>	<u>AREA (SY)</u>
1	00018700 - 0100	NE 19TH CIR	CUL-DE-SAC	NE 151ST AVE	32	250	889
1	00019200 - 0125	NE 19TH ST	NE 152ND PL	NE 153RD AVE	30	175	583
1	00019200 - 0127	NE 19TH ST	NE 153RD AVE	NE 154TH AVE	30	225	750
1	00019200 - 0150	NE 19TH ST	NE 158TH AVE	NE 159TH AVE	28	275	856
1	00019700 - 0100	NE 20TH CIR	END SECTION	NE 149TH AVE	32	780	2773
1	00020200 - 0160	NE 20TH ST	NE 149TH AVE	NE 151ST AVE	32	325	1156
1	00020200 - 0170	NE 20TH ST	NE 151ST AVE	NE 152ND PL	32	290	1031
1	00020200 - 0175	NE 20TH ST	NE 152ND PL	NE 154TH AVE	30	385	1283
1	00020200 - 0180	NE 20TH ST	NE 154TH AVE	NE 155TH AVE	34	130	491
1	00020200 - 0200	NE 20TH ST	NE 156TH AVE	NE 157TH AVE	40	300	1333
1	00020200 - 0210	NE 20TH ST	NE 158TH AVE	NE 159TH AVE	28	265	824
1	00021200 - 0150	NE 21ST ST	NE 149TH AVE	NE 151ST CT	28	350	1089
1	00021200 - 0160	NE 21ST ST	NE 160TH AVE	NE 161ST PL	28	310	964
1	00022100 - 0310	NE 22ND ST	NE 158TH AVE	NE 159TH AVE	32	215	764
1	00022100 - 0320	NE 22ND ST	NE 160TH AVE	NE 161ST PL	28	210	653
1	00022800 - 0125	NE 23RD ST	NE 153RD AVE	NE 154TH AVE	30	290	967
1	00022800 - 0130	NE 23RD ST	NE 154TH AVE	NE 155TH AVE	40	228	1013
1	00022800 - 0150	NE 23RD ST	NE 156TH AVE	NE 157TH AVE	40	300	1333
1	00022800 - 0160	NE 23RD ST	NE 160TH AVE	NE 162ND AVE	43	425	2031
1	00023900 - 0380	NE 24TH ST	NE 158TH AVE	NE 159TH AVE	32	200	711
1	00024900 - 0110	NE 25TH ST	NE 26TH ST	NE 159TH AVE	32	515	1831
1	00024900 - 0120	NE 25TH ST	NE 160TH AVE	NE 26TH ST	32	400	1422
1	00025700 - 0220	NE 26TH ST	NE 25TH ST	NE 159TH AVE	32	595	2116
1	00025700 - 0230	NE 26TH ST	NE 160TH AVE	NE 25TH ST	32	600	2133
1	00104100 - 0030	NE 149TH AVE	NE 18TH ST	NE 20TH ST	40	630	2800
1	00104100 - 0040	NE 149TH AVE	NE 20TH ST	NE 21ST ST	40	200	889
1	00104100 - 0050	NE 149TH AVE	NE 21ST ST	NE 150TH AVE	40	190	844
1	00104700 - 0080	NE 150TH AVE	NE 149TH CT	NE 24TH ST	40	500	2222
1	00105400 - 0070	NE 151ST AVE	NE 19TH CIR	NE 20TH ST	32	340	1209
1	00105700 - 0010	NE 151ST CT	NE 21ST ST	CUL-DE-SAC	32	350	1244
1	00106600 - 0050	NE 152ND PL	NE 19TH ST	NE 20TH ST	34	325	1228
1	00107000 - 0100	NE 153RD AVE	NE 18TH ST	NE 19TH ST	34	180	680

<u>MAP #</u>	<u>STREET & SEGMENT ID</u>	<u>STREET_NAME</u>	<u>FROM STREET NAME</u>	<u>TO STREET NAME</u>	<u>WIDTH</u>	<u>LENGTH</u>	<u>AREA (SY)</u>
1	00107000 - 0110	NE 153RD AVE	NE 20TH ST	NE 23RD ST	34	820	3098
1	00107700 - 0090	NE 154TH AVE	NE 19TH ST	NE 20TH ST	34	320	1209
1	00107700 - 0100	NE 154TH AVE	NE 20TH ST	NE 23RD ST	34	745	2814
1	00109800 - 0080	NE 157TH AVE	NE 18TH ST	NE 20TH ST	40	525	2333
1	00109800 - 0090	NE 157TH AVE	NE 20TH ST	NE 23RD ST	40	720	3200
1	00109800 - 0100	NE 157TH AVE	NE 23RD ST	CUL-DE-SAC	40	259	1151
1	00110400 - 0060	NE 158TH AVE	NE 19TH ST	NE 20TH ST	28	230	716
1	00110400 - 0070	NE 158TH AVE	NE 22ND ST	NE 24TH ST	32	335	1191
1	00111200 - 0070	NE 159TH AVE	NE 19TH ST	NE 20TH ST	43	270	1290
1	00111200 - 0080	NE 159TH AVE	NE 20TH ST	NE 160TH AVE	43	250	1194
1	00111200 - 0090	NE 159TH AVE	NE 160TH AVE	NE 22ND ST	32	730	2596
1	00111200 - 0100	NE 159TH AVE	NE 22ND ST	NE 24TH ST	32	410	1458
1	00111200 - 0110	NE 159TH AVE	NE 24TH ST	NE 25TH ST	32	265	942
1	00111200 - 0120	NE 159TH AVE	NE 25TH ST	NE 26TH ST	32	145	516
1	00112000 - 0130	NE 160TH AVE	NE 159TH AVE	NE 21ST ST	32	280	996
1	00112000 - 0140	NE 160TH AVE	NE 21ST ST	NE 22ND ST	34	230	869
1	00112000 - 0150	NE 160TH AVE	NE 22ND ST	NE 23RD ST	32	175	622
1	00112000 - 0160	NE 160TH AVE	NE 23RD ST	NE 160TH LOOP	32	170	604
1	00112000 - 0170	NE 160TH AVE	NE 160TH LOOP	NE 160TH LOOP	32	175	622
1	00112000 - 0180	NE 160TH AVE	NE 160TH LOOP	NE 25TH ST	32	225	800
1	00112000 - 0190	NE 160TH AVE	NE 25TH ST	NE 26TH ST	32	200	711
1	00112000 - 0200	NE 160TH AVE	NE 26TH ST	NE 26TH ST	32	125	444
1	00112200 - 0220	NE 160TH LOOP	NE 160TH AVE	NE 160TH AVE	32	550	1956
1	00113100 - 0050	NE 161ST PL	NE 21ST ST	NE 22ND ST	28	300	933
							72381
2	00015600 - 0280	SE 16TH CIR	CUL-DE-SAC	SE 176TH AVE	27	345	1035
2	00016300 - 0300	SE 16TH ST	SE 170TH AVE	SE 171ST PL	30	310	1033
2	00016300 - 0400	SE 16TH ST	SE 187TH PL	SE 188TH AVE	28	375	1167
2	00016300 - 0410	SE 16TH ST	SE 188TH AVE	SE 189TH AVE	28	165	513
2	00016300 - 0420	SE 16TH ST	SE 189TH AVE	SE 191ST PL	32	455	1618
2	00017300 - 0170	SE 17TH ST	CUL-DE-SAC	SE 169TH AVE	19	120	253
2	00017300 - 0180	SE 17TH ST	SE 169TH AVE	SE 170TH AVE	31	185	637
2	00017300 - 0230	SE 17TH ST	SE 187TH PL	SE 188TH AVE	28	375	1167
2	00017300 - 0240	SE 17TH ST	SE 188TH AVE	SE 191ST PL	32	615	2187

MAP #	STREET & SEGMENT ID	STREET_NAME	FROM STREET NAME	TO STREET NAME	WIDTH	LENGTH	AREA (SY)
2	00017400 - 0020	SE 17TH WAY	SE 170TH AVE	SE 171ST PL	30	305	1017
2	00017400 - 0030	SE 17TH WAY	SE 175TH AVE	SE 176TH AVE	28	220	684
2	00018200 - 0110	SE 18TH ST	SE 168TH AVE	SE 169TH AVE	40	310	1378
2	00018200 - 0115	SE 18TH ST	SE 170TH AVE	SE 171ST PL	28	310	964
2	00018200 - 0120	SE 18TH ST	SE 171ST PL	SE 173RD AVE	28	335	1042
2	00018200 - 0130	SE 18TH ST	SE 173RD AVE	SE 174TH CT	28	310	964
2	00018200 - 0140	SE 18TH ST	SE 174TH CT	SE 175TH AVE	28	235	731
2	00018200 - 0250	SE 18TH ST	SE 187TH PL	SE 188TH AVE	28	250	778
2	00018200 - 0260	SE 18TH ST	SE 188TH AVE	SE 188TH AVE	32	110	390
2	00018200 - 0270	SE 18TH ST	SE 188TH AVE	SE 190TH AVE	32	410	1458
2	00018200 - 0280	SE 18TH ST	SE 190TH AVE	SE 191ST PL	28	240	747
2	00019300 - 0150	SE 19TH ST	SE 168TH AVE	SE 169TH AVE	30	160	533
2	00019300 - 0160	SE 19TH ST	SE 169TH AVE	SE 169TH AVE	30	115	383
2	00019300 - 0170	SE 19TH ST	SE 170TH AVE	SE 172ND PL	28	445	1384
2	00019300 - 0180	SE 19TH ST	SE 173RD AVE	SE 175TH CT	28	350	1089
2	00019300 - 0250	SE 19TH ST	SE 188TH AVE	SE 189TH CT	32	265	942
2	00019300 - 0260	SE 19TH ST	SE 189TH CT	SE 190TH AVE	32	250	889
2	00019350 - 0160	SE 19TH WAY	SE 187TH PL	SE 188TH AVE	28	230	716
2	00019350 - 0170	SE 19TH WAY	SE 190TH AVE	SE 191ST PL	28	195	607
2	00115200 - 0090	SE 168TH AVE	SE 19TH ST	SE 18TH ST	30	350	1167
2	00115500 - 0030	SE 169TH AVE	SE 20TH ST	SE 19TH ST	30	175	583
2	00115500 - 0040	SE 169TH AVE	SE 19TH ST	SE 18TH ST	30	355	1183
2	00115500 - 0050	SE 169TH AVE	SE 18TH ST	SE 17TH ST	30	340	1133
2	00115750 - 0020	SE 170TH AVE	SE 19TH ST	SE 18TH ST	25	315	875
2	00115750 - 0030	SE 170TH AVE	SE 17TH WAY	SE 17TH ST	30	125	417
2	00115750 - 0040	SE 170TH AVE	SE 17TH ST	SE 16TH ST	30	225	750
2	00116050 - 0010	SE 171ST PL	SE 18TH ST	SE 17TH WAY	36	250	1000
2	00116050 - 0020	SE 171ST PL	SE 17TH WAY	SE 16TH ST	36	375	1500
2	00116050 - 0030	SE 171ST PL	SE 16TH ST	SE 15TH ST	36	155	620
2	00116250 - 0020	SE 172ND PL	SE 20TH ST	SE 19TH ST	28	170	529
2	00116250 - 0030	SE 172ND PL	SE 19TH ST	SE 173RD AVE	28	275	856
2	00116275 - 0105	SE 173RD AVE	SE 19TH ST	SE 172ND PL	25	165	458
2	00116275 - 0110	SE 173RD AVE	SE 172ND PL	SE 18TH ST	28	165	513
2	00117100 - 0050	SE 174TH CT	END SECTION	SE 18TH ST	24	135	360
2	00117500 - 0140	SE 175TH AVE	SE 19TH ST	SE 18TH ST	28	335	1042
2	00117500 - 0145	SE 175TH AVE	SE 18TH ST	SE 17TH WAY	26	112	323

<u>MAP #</u>	<u>STREET & SEGMENT ID</u>	<u>STREET_NAME</u>	<u>FROM STREET NAME</u>	<u>TO STREET NAME</u>	<u>WIDTH</u>	<u>LENGTH</u>	<u>AREA (SY)</u>
2	00117600 - 0140	SE 175TH CT	CUL-DE-SAC	SE 19TH ST	51	105	595
							40211
3	00010800 - 0130	SE 11TH ST	SE 181ST AVE	SE 182ND AVE	32	300	1067
3	00010800 - 0395	SE 11TH ST	SE 187TH AVE	SE 188TH AVE	34	155	586
3	00010850 - 0430	SE 11TH WAY	SE 188TH AVE	SE 191ST AVE	35	850	3306
3	00011200 - 0250	SE 12TH CIR	SE 182ND AVE	CUL-DE-SAC	34	100	378
3	00011435 - 0200	SE 12TH DR	CUL-DE-SAC	SE 176TH CT	28	345	1073
3	00011435 - 0210	SE 12TH DR	SE 176TH CT	SE 177TH AVE	28	230	716
3	00011435 - 0220	SE 12TH DR	SE 177TH AVE	SE 178TH CT	28	325	1011
3	00011435 - 0230	SE 12TH DR	SE 178TH CT	SE 179TH AVE	28	460	1431
3	00011925 - 0430	SE 12TH WAY	SE 188TH AVE	SE 191ST AVE	35	850	3306
3	00011925 - 0440	SE 12TH WAY	SE 191ST AVE	SE 192ND AVE	26	145	419
3	00012300 - 0090	SE 13TH CIR	SE 182ND AVE	CUL-DE-SAC	34	80	302
3	00118150 - 0020	SE 176TH CT	CUL-DE-SAC	SE 12TH DR	28	150	467
3	00118320 - 0110	SE 177TH AVE	SE 14TH ST	SE 13TH ST	28	200	622
3	00118320 - 0120	SE 177TH AVE	SE 13TH ST	SE 12TH DR	28	220	684
3	00118360 - 0010	SE 178TH CT	CUL-DE-SAC	SE 12TH DR	28	165	513
3	00118400 - 0010	SE 179TH CT	SE 12TH DR	CUL-DE-SAC	28	275	856
							16736
4	00013100 - 0410	SE 13TH ST	SE 188TH AVE	SE 189TH PL	33	291	1067
4	00013100 - 0415	SE 13TH ST	SE 189TH PL	END SECTION	33	107	392
4	00014300 - 0150	SE 14TH ST	SE 181ST AVE	SE 182ND AVE	32	360	1280
4	00014325 - 0410	SE 14TH WAY	SE 188TH AVE	SE 189TH PL	33	275	1008
4	00118510 - 0060	SE 181ST AVE	SE 15TH ST	SE 14TH ST	32	215	764
4	00118510 - 0070	SE 181ST AVE	SE 14TH ST	SE 11TH ST	32	1025	3644
4	00118540 - 0130	SE 182ND AVE	SE 15TH ST	SE 14TH ST	27	220	660
4	00118540 - 0140	SE 182ND AVE	SE 14TH ST	SE 13TH CIR	27	385	1155
4	00118540 - 0150	SE 182ND AVE	SE 13TH CIR	SE 12TH CIR	27	295	885
4	00118540 - 0160	SE 182ND AVE	SE 12TH CIR	SE 11TH ST	27	365	1095
4	00118930 - 0080	SE 187TH AVE	END SECTION	SE 11TH ST	30	287	956
4	00118940 - 0160	SE 187TH PL	SE 19TH WAY	SE 18TH ST	28	265	824
4	00118940 - 0165	SE 187TH PL	SE 17TH ST	SE 16TH ST	28	195	607
4	00118950 - 0060	SE 188TH AVE	SE 20TH ST	SE 19TH WAY	32	165	587

<u>MAP #</u>	<u>STREET & SEGMENT ID</u>	<u>STREET_NAME</u>	<u>FROM STREET NAME</u>	<u>TO STREET NAME</u>	<u>WIDTH</u>	<u>LENGTH</u>	<u>AREA (SY)</u>
4	00118950 - 0070	SE 188TH AVE	SE 19TH WAY	SE 19TH ST	32	155	551
4	00118950 - 0080	SE 188TH AVE	SE 19TH ST	SE 18TH ST	32	235	836
4	00118950 - 0090	SE 188TH AVE	SE 18TH ST	SE 17TH ST	32	270	960
4	00118950 - 0100	SE 188TH AVE	SE 17TH ST	SE 16TH ST	32	235	836
4	00118950 - 0120	SE 188TH AVE	SE 15TH ST	SE ALICIA CIR	28	185	576
4	00118950 - 0125	SE 188TH AVE	SE ALICIA CIR	SE 14TH WAY	28	265	824
4	00118950 - 0130	SE 188TH AVE	SE 14TH WAY	SE 13TH ST	22	230	562
4	00118950 - 0140	SE 188TH AVE	SE 13TH ST	SE 12TH WAY	34	230	869
4	00118950 - 0150	SE 188TH AVE	SE 12TH WAY	SE 11TH WAY	33	225	825
4	00118970 - 0125	SE 189TH AVE	SE 16TH ST	SE 15TH ST	32	155	551
4	00118980 - 0050	SE 189TH CT	CUL-DE-SAC	SE 19TH ST	24	165	440
4	00118987 - 0130	SE 189TH PL	SE 14TH WAY	SE 13TH ST	33	205	752
4	00118990 - 0125	SE 190TH AVE	SE 19TH WAY	SE 19TH ST	28	145	451
4	00118990 - 0130	SE 190TH AVE	SE 19TH ST	SE 18TH ST	28	235	731
4	00118994 - 0120	SE 191ST AVE	END SECTION	SE 12TH WAY	33	130	477
4	00118994 - 0125	SE 191ST AVE	SE 12TH WAY	SE 12TH WAY	33	100	367
4	00118994 - 0130	SE 191ST AVE	SE 12TH WAY	SE 11TH WAY	40	170	756
4	00118995 - 0050	SE 191ST PL	SE 19TH WAY	SE 18TH ST	28	375	1167
4	00118995 - 0060	SE 191ST PL	SE 17TH ST	SE 16TH ST	32	220	782
4	00200725 - 0010	SE ALICIA CIR	SE 188TH AVE	CUL-DE-SAC	28	215	669
							28905
5	00033500 - 0010	SE 34TH WAY	SE 165TH AVE	SE 168TH AVE	36	780	3120
5	00033500 - 0013	SE 34TH WAY	CUL-DE-SAC	SE 170TH AVE	27	325	975
5	00033500 - 0015	SE 34TH WAY	SE 170TH AVE	SE 171ST AVE	27	270	810
5	00033500 - 0020	SE 34TH WAY	SE 171ST AVE	SE 172ND AVE	28	285	887
5	00033800 - 0020	SE 35TH CIR	SE 168TH AVE	CUL-DE-SAC	28	220	684
5	00034700 - 0010	SE 35TH WAY	SE 165TH AVE	SE 168TH AVE	30	800	2667
5	00034700 - 0020	SE 35TH WAY	SE 170TH AVE	SE 171ST AVE	27	260	780
5	00035000 - 0010	SE 36TH CIR	SE 165TH AVE	CUL-DE-SAC	27	250	750
5	00036700 - 0020	SE 38TH CIR	CUL-DE-SAC	SE 172ND AVE	27	155	465
5	00036700 - 0030	SE 38TH CIR	SE 172ND AVE	CUL-DE-SAC	32	610	2169
5	00039800 - 010	SE 41ST CIR	CUL-DE-SAC	SE 168TH AVE	19	174	367
5	00114400 - 0010	SE 165TH AVE	SE FISHER DR	SE 36TH CIR	35	385	1497
5	00114400 - 0020	SE 165TH AVE	SE 36TH CIR	SE 35TH WAY	32	290	1031

<u>MAP #</u>	<u>STREET & SEGMENT ID</u>	<u>STREET_NAME</u>	<u>FROM STREET NAME</u>	<u>TO STREET NAME</u>	<u>WIDTH</u>	<u>LENGTH</u>	<u>AREA (SY)</u>
5	00114400 - 0030	SE 165TH AVE	SE 35TH WAY	SE 34TH WAY	36	335	1340
5	00115100 - 0010	SE 167TH CT	SE FISHER DR	CUL-DE-SAC	27	345	1035
5	00115200 - 0010	SE 168TH AVE	SE 41ST CIR	SE 39TH ST	26	520	1502
5	00115200 - 0020	SE 168TH AVE	SE FISHER DR	SE 35TH WAY	36	470	1880
5	00115200 - 0030	SE 168TH AVE	SE 35TH WAY	SE 34TH WAY	36	310	1240
5	00115200 - 0040	SE 168TH AVE	SE 34TH WAY	SE 34TH ST	32	225	800
5	00115700 - 0010	SE 169TH CT	END SECTION	SE FISHER DR	32	490	1742
5	00115750 - 0005	SE 170TH AVE	SE 35TH WAY	SE 34TH WAY	27	385	1155
5	00115780 - 0010	SE 170TH CT	CUL-DE-SAC	SE 39TH ST	32	526	1870
5	00115800 - 0050	SE 171ST AVE	SE FISHER DR	SE 35TH WAY	35	280	1089
5	00115800 - 0118	SE 171ST AVE	SE 35TH WAY	SE 34TH WAY	27	380	1140
5	00220700 - 0010	SE FISHER DR	SE 165TH AVE	SE 167TH CT	35	505	1964
5	00220700 - 0020	SE FISHER DR	SE 167TH CT	SE 168TH AVE	32	400	1422
5	00220700 - 0030	SE FISHER DR	SE 168TH AVE	SE 169TH CT	36	408	1632
5	00220700 - 0040	SE FISHER DR	SE 169TH CT	SE 171ST AVE	36	325	1300
5	00220700 - 0050	SE FISHER DR	SE 171ST AVE	SE 172ND AVE	32	275	978
							38292
6	00035600 - 0080	SE 36TH ST	SE 189TH AVE	SE 190TH AVE	23	205	524
6	00035600 - 0090	SE 36TH ST	SE 190TH AVE	SE 191ST AVE	23	195	498
6	00035600 - 0100	SE 36TH ST	SE 191ST AVE	SE 192ND AVE	23	140	358
6	00039810 - 0070	SE 41ST DR	SE 42ND ST	SE 185TH AVE	35	434	1688
6	00039810 - 0075	SE 41ST DR	SE 185TH AVE	SE 186TH PL	35	325	1264
6	00039810 - 0080	SE 41ST DR	SE 186TH PL	SE 187TH LOOP	35	190	739
6	00039810 - 0085	SE 41ST DR	SE 187TH LOOP	SE 187TH PL	35	165	642
6	00039810 - 0090	SE 41ST DR	SE 187TH LOOP	SE 40TH ST	35	460	1789
6	00039810 - 0100	SE 41ST DR	SE 40TH ST	SE 192ND AVE	34	495	1870
6	00040125 - 0100	SE 41ST WAY	SE 180TH AVE	CUL-DE-SAC	28	423	1316
6	00040125 - 0110	SE 41ST WAY	SE 41ST WAY	CUL-DE-SAC	28	65	203
6	00040125 - 0115	SE 41ST WAY	CUL-DE-SAC	SE 183RD CT	28	239	744
6	00040250 - 0110	SE 42ND CIR	CUL-DE-SAC	SE 185TH AVE	22	131	319
6	00040250 - 0120	SE 42ND CIR	SE 185TH AVE	CUL-DE-SAC	22	150	367
6	00040715 - 0490	SE 42ND ST	SE 180TH AVE	SE 181ST PL	34	170	642
6	00040715 - 0500	SE 42ND ST	SE 181ST PL	SE 183RD AVE	36	430	1720
6	00040715 - 0510	SE 42ND ST	SE 183RD PL	SE 184TH AVE	36	334	1336

MAP #	STREET & SEGMENT ID	STREET_NAME	FROM STREET NAME	TO STREET NAME	WIDTH	LENGTH	AREA (SY)
6	00041025 - 0130	SE 43RD LN	SE 44TH WAY	SE 184TH AVE	30	357	1190
6	00041025 - 0140	SE 43RD LN	SE 184TH AVE	SE 184TH PL	30	158	527
6	00041025 - 0150	SE 43RD LN	SE 184TH PL	SE 185TH AVE	26	150	433
6	00041025 - 0160	SE 43RD LN	SE 185TH AVE	SE 44TH LN	26	808	2333
6	00041150 - 0100	SE 43RD ST	SE 178TH AVE	SE 179TH CT	36	443	1774
6	00041150 - 0110	SE 43RD ST	SE 179TH CT	SE 180TH AVE	36	288	1154
6	00041220 - 0180	SE 43RD WAY	SE 180TH CT	SE 181ST PL	27	150	450
6	00041220 - 0190	SE 43RD WAY	SE 181ST PL	SE 182ND PL	27	60	180
6	00041550 - 0105	SE 44TH LN	CUL-DE-SAC	SE 44TH WAY	26	190	548
6	00041550 - 0110	SE 44TH LN	CUL-DE-SAC	SE 44TH LN	30	38	126
6	00041550 - 0120	SE 44TH LN	CUL-DE-SAC	SE 184TH PL	26	377	1090
6	00041550 - 0130	SE 44TH LN	SE 184TH PL	SE 185TH CT	26	499	1443
6	00041550 - 0135	SE 44TH LN	SE 185TH CT	CUL-DE-SAC	26	455	1314
6	00041550 - 0140	SE 44TH LN	SE 44TH LN	CUL-DE-SAC	55	25	153
6	00041575 - 0070	SE 44TH WAY	CUL-DE-SAC	SE 181ST CT	27	116	348
6	00041575 - 0075	SE 44TH WAY	CUL-DE-SAC	SE 44TH WAY	27	29	87
6	00041575 - 0080	SE 44TH WAY	SE 181ST CT	SE 182ND PL	27	190	570
6	00041575 - 0085	SE 44TH WAY	SE 182ND AVE	SE 43RD LN	27	230	690
6	00118400 - 0005	SE 179TH CT	CUL-DE-SAC	SE 43RD ST	28	358	1113
6	00118450 - 0005	SE 180TH AVE	SE 42ND ST	SE 41ST WAY	40	380	1689
6	00118450 - 0010	SE 180TH AVE	SE 41ST WAY	SE 39TH ST	40	488	2169
6	00118450 - 0020	SE 180TH AVE	SE 39TH ST	SE HIDDENBROOK DR	40	425	1889
6	00118500 - 0100	SE 180TH CT	SE 43RD WAY	END SECTION	46	100	511
6	00118508 - 0100	SE 180TH PL	SE 44TH WAY	SE 43RD WAY	27	170	510
6	00118515 - 0100	SE 181ST CT	CUL-DE-SAC	SE 44TH WAY	27	175	525
6	00118520 - 0100	SE 181ST PL	SE 43RD WAY	SE 42ND ST	31	170	586
6	00118560 - 0100	SE 182ND PL	SE 44TH WAY	SE 43RD WAY	27	124	372
6	00118600 - 0005	SE 183RD CT	SE 41ST WAY	CUL-DE-SAC	24	155	413
6	00118640 - 0050	SE 183RD PL	SE 42ND ST	SE 41ST WAY	28	265	824
6	00118660 - 0080	SE 184TH AVE	SE 43RD LN	SE 41ST DR	35	300	1167
6	00118725 - 0100	SE 184TH PL	SE 44TH LN	SE 43RD LN	26	225	650
6	00118750 - 0003	SE 185TH AVE	SE 43RD LN	SE 42ND CIR	26	270	780
6	00118750 - 0006	SE 185TH AVE	SE 42ND CIR	SE 41ST DR	26	155	448
6	00118800 - 0010	SE 185TH CT	SE 44TH LN	CUL-DE-SAC	26	225	650
6	00118920 - 0090	SE 186TH PL	SE 41ST DR	SE 187TH PL	28	320	996
6	00118938 - 0090	SE 187TH LOOP	SE 41ST DR	SE 41ST DR	27	523	1569

<u>MAP #</u>	<u>STREET & SEGMENT ID</u>	<u>STREET_NAME</u>	<u>FROM STREET NAME</u>	<u>TO STREET NAME</u>	<u>WIDTH</u>	<u>LENGTH</u>	<u>AREA (SY)</u>
6	00118940 - 0050	SE 187TH PL	END SECTION	SE 186TH PL	19	90	190
6	00118940 - 0055	SE 187TH PL	SE 186TH PL	SE 41ST DR	28	355	1104
6	00118970 - 0050	SE 189TH AVE	SE 36TH ST	SE 34TH ST	26	395	1141
6	00227550 - 0100	SE HIDDENBROOK DR	SE 180TH AVE	SE 36TH WAY	40	995	4422
6	00227550 - 0110	SE HIDDENBROOK DR	SE 36TH WAY	SE 34TH ST	40	565	2511
							56657

Total SY = 253181
Total LM = 35.96

NOTE: The City of Vancouver's streets are segmented block to block, south to north and west to east, therefore, intersections are double counted. Quantities listed are approximations and are listed only to provide a common proposal for bidders. All quantities will be measured in the field and agreed upon between the inspector and the contractor.



Legend

2022 Slurry Seal (Separate Contract)

Treatment Type

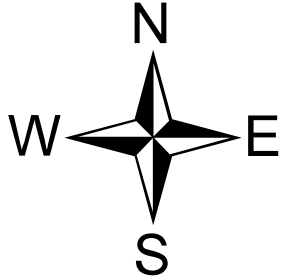
 SLURRY SEAL

 Vancouver City Limits

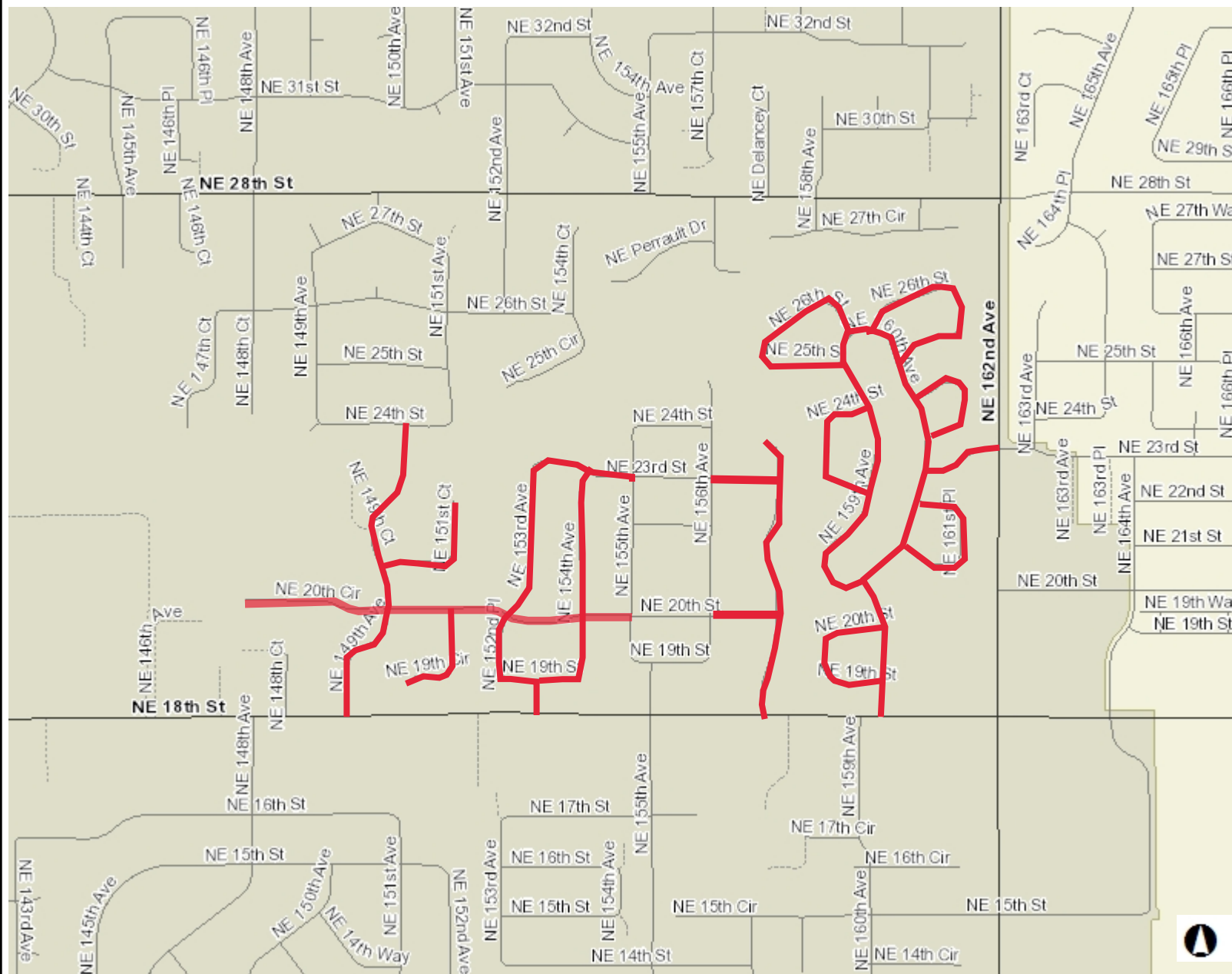
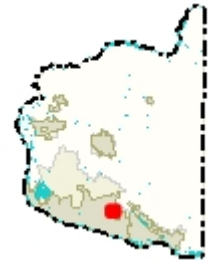
Updated: 12/20/2021

City of Vancouver 2022 Slurry Seal Project Map

Subject to Change



Map # 1 - City of Vancouver 2022 Slurry Seals



Legend

-  Cities Boundaries
 Urban Growth Boundaries
 World Street Map

Notes:

- = Slurry Seal
- 1. Treatment limits will be marked in the field.
- 2. Treatments that extend to arterial streets shall begin at the nearside face-of-curb of the intersection unless otherwise noted.

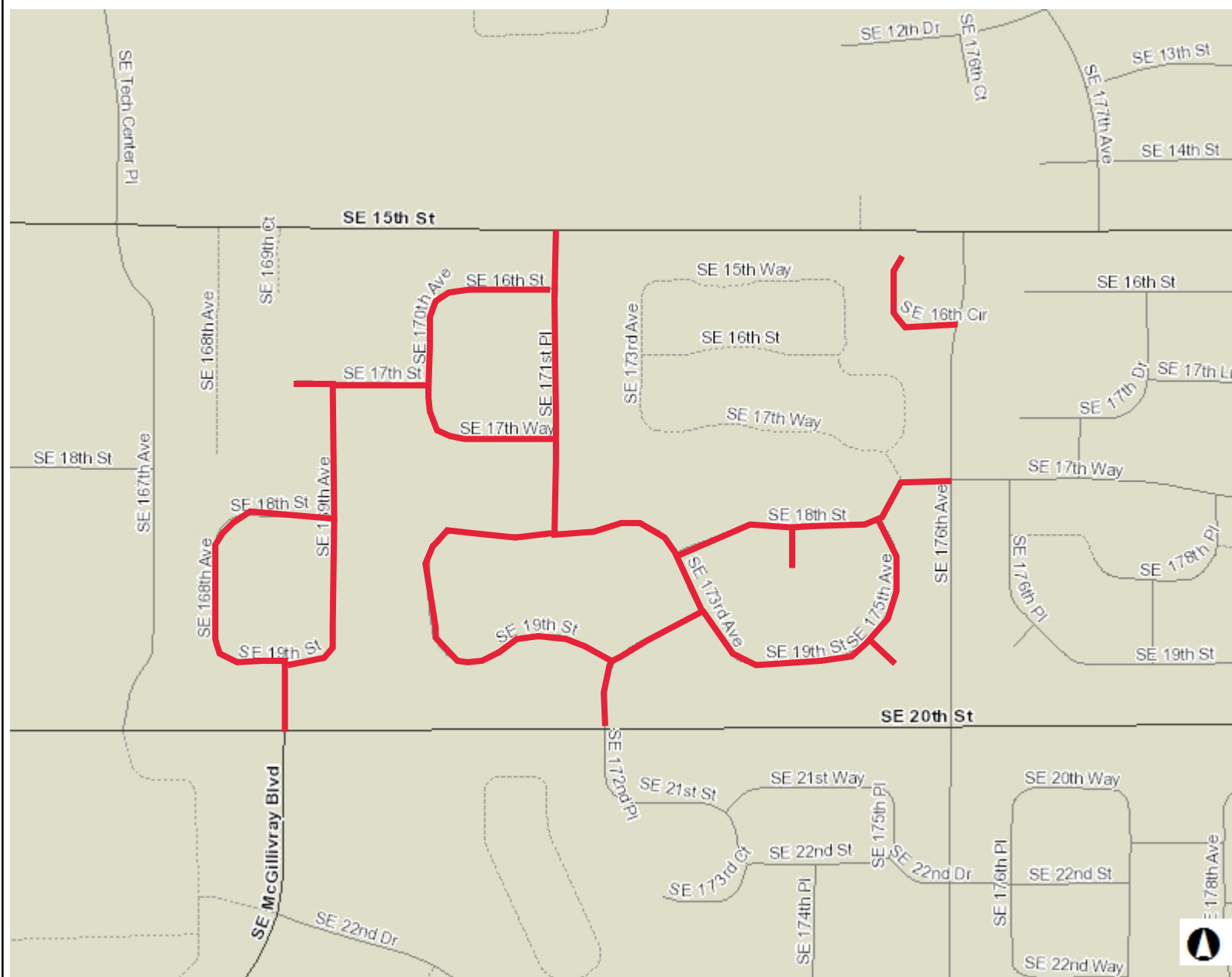
ATTN: NE 162 Ave is getting an AR Chip Seal in 2022. Blackline shall coordinate their work with Doolittle Construction.

Map #2 - City of Vancouver 2022 Slurry Seals



Legend

-  Cities Boundaries
 Urban Growth Boundaries
 World Street Map

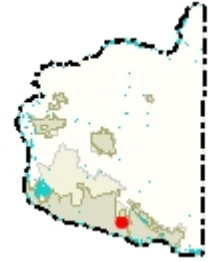


Notes:

-  = Slurry Seal
1. Treatment limits will be marked in the field.
 2. Treatments that extend to arterial streets shall begin at the nearside face-of-curb of the intersection unless otherwise noted.

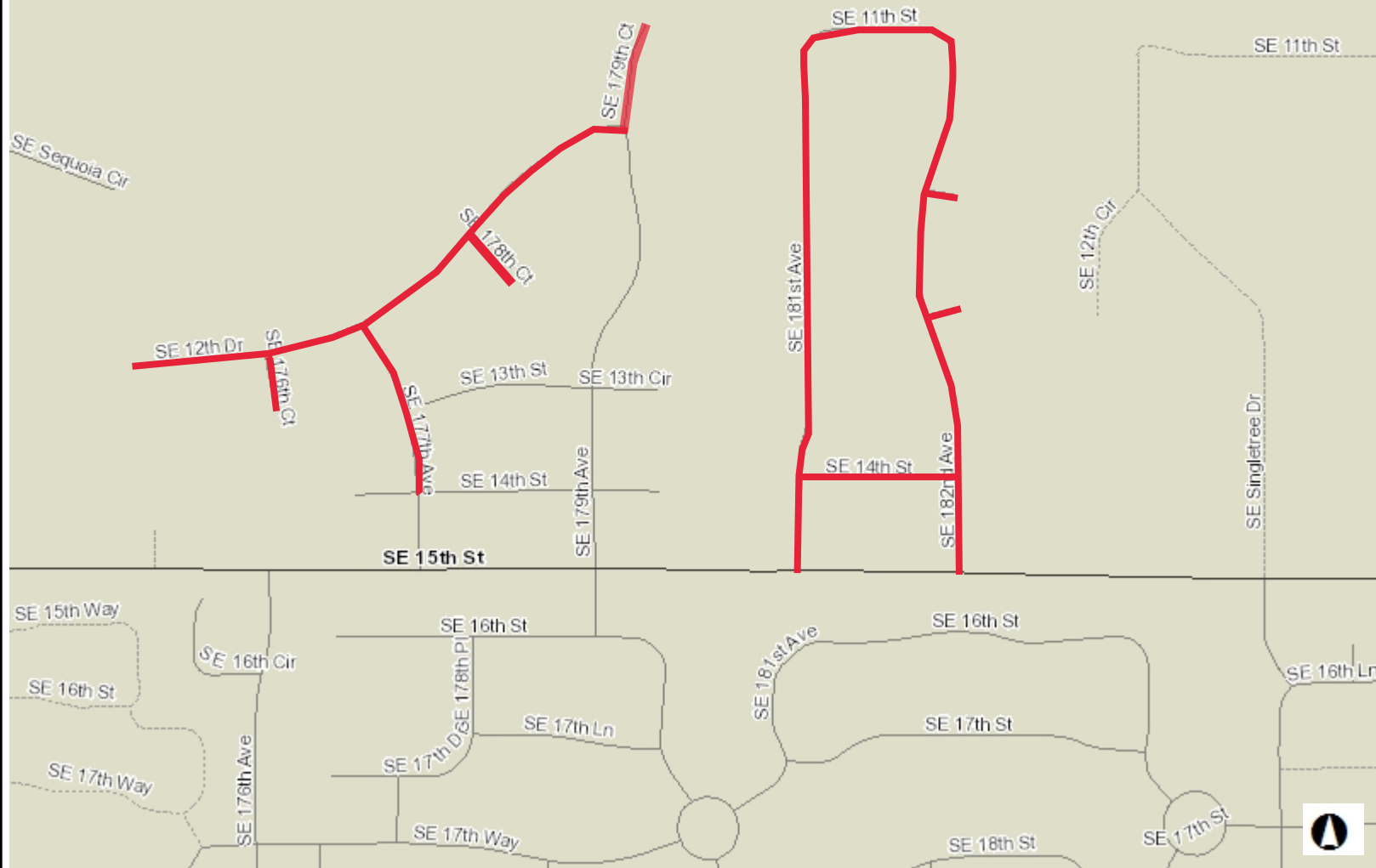
ATTN: SE 15th St, SE 20th St, and SE 176th Ave are getting microsurfaced in 2022. Blackline shall coordinate their work with Doolittle Construction.

Map #3 - City of Vancouver 2022 Slurry Seals



Legend

-  Cities Boundaries
 Urban Growth Boundaries
 World Street Map

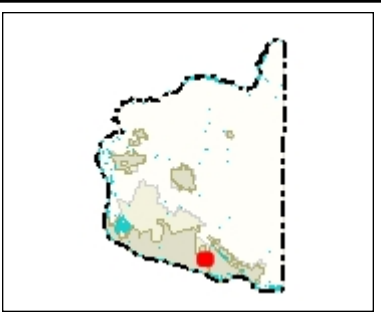


Notes:

-  = Slurry Seal
1. Treatment limits will be marked in the field.
 2. Treatments that extend to arterial streets shall begin at the nearside face-of-curb of the intersection unless otherwise noted.

ATTN: SE 15th St and SE 20th St are getting microsurfaced in 2022. Blackline shall coordinate their work with Doolittle Construction.

Map #4 - City of Vancouver 2022 Slurry Seals



Legend

- Cities Boundaries
- Urban Growth Boundaries

World Street Map

- ## Notes:
-  = Slurry Seal
1. Treatment limits will be marked in the field.
 2. Treatments that extend to arterial streets shall begin at the nearside face-of-curb of the intersection unless otherwise noted.

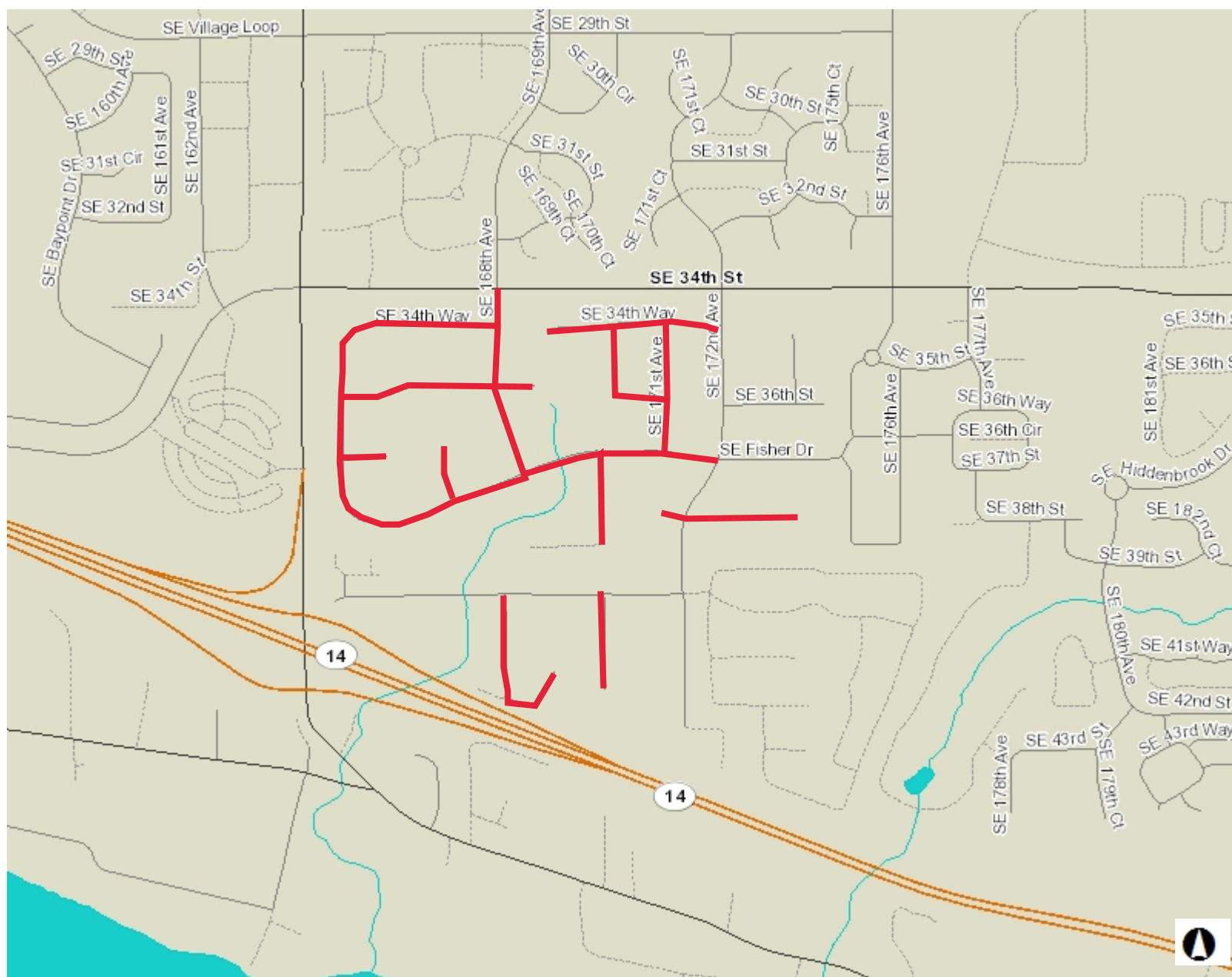
ATTN: SE 15th St, SE 20th St, and SE 192 Ave are getting microsurfaced in 2022. Blackline shall coordinate their work with Doolittle Construction.

Map #5 - City of Vancouver 2022 Slurry Seals



Legend

-  Cities Boundaries
 Urban Growth Boundaries
 World Street Map

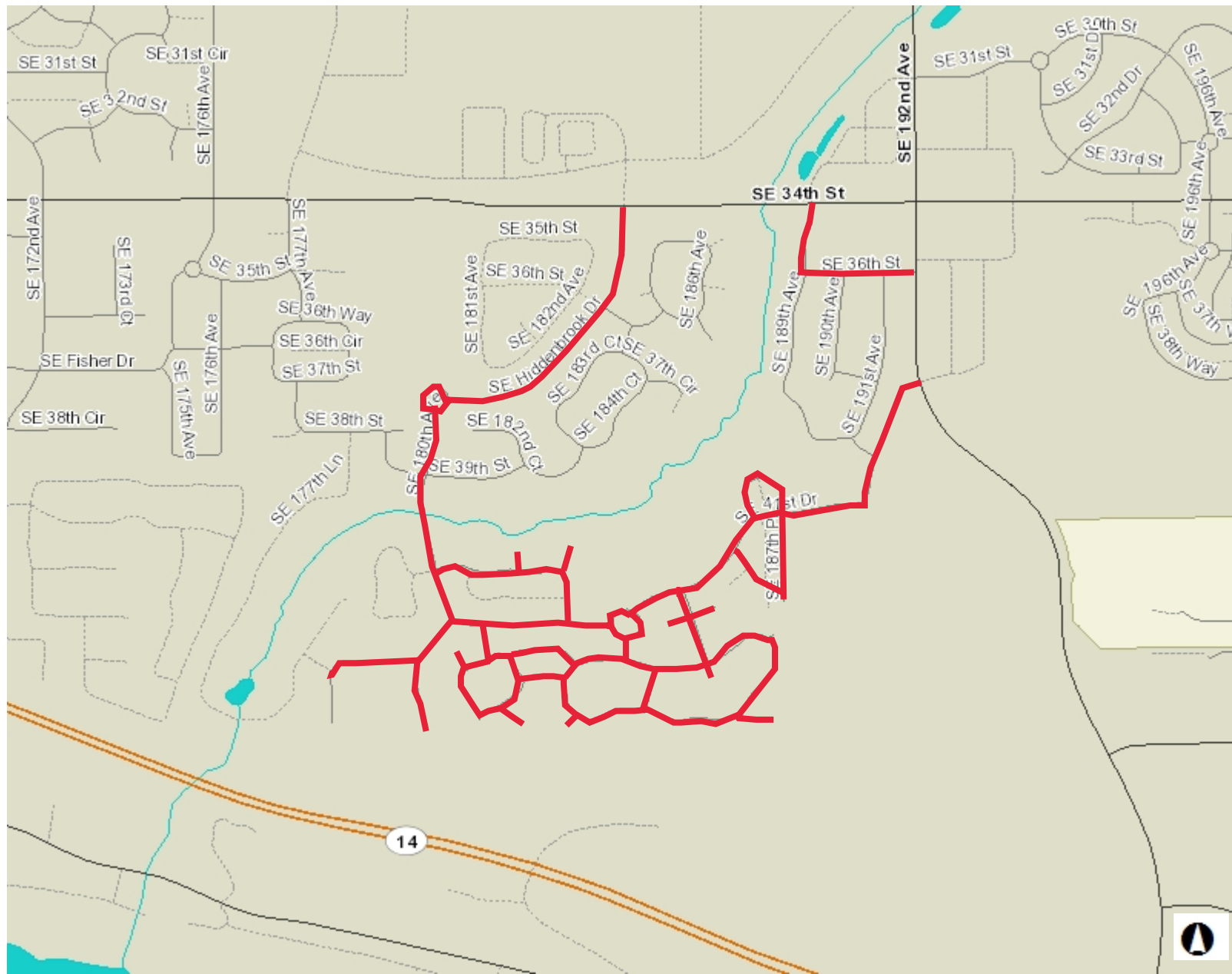
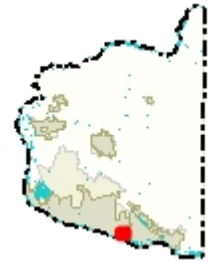


Notes:

-  = Slurry Seal
1. Treatment limits will be marked in the field.
 2. Treatments that extend to arterial streets shall begin at the nearside face-of-curb of the intersection unless otherwise noted.

ATTN: SE 39th St and SE 172 Ave are getting paved in 2022. Paving is scheduled for completion by July 29, 2022. Blackline shall coordinate their work with the paving contractor, and street segments adjacent to SE 39th Street and SE 172 Ave shall not be slurry sealed until after those streets have been paved.

Map #6 - City of Vancouver 2022 Slurry Seals



Legend

- Cities Boundaries
- Urban Growth Boundaries
- World Street Map

Notes:

= Slurry Seal

1. Treatment limits will be marked in the field.
2. Treatments that extend to arterial streets shall begin at the nearside face-of-curb of the intersection unless otherwise noted.

ATTN: SE 34th Street is getting microsurfaced in 2022. Blackline shall coordinate their work with Doolittle Construction.



Staff Report: 034-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 3/7/2022

SUBJECT 2022 Crack Sealing and Mastic Repair (PRJ072822)

Key Points

- The City maintains approximately 1,900 lane miles of streets in its system.
- The City's annual resurfacing and preservation contracts are the primary way that the streets get curb to curb work done on them.
- The project includes crack sealing approximately 80 lane miles of street.
- Crack sealing is one of the most cost effective methods for extending pavement life.
- City maintenance crews do not have the staffing levels or equipment to do the quantity of work in this project.

Strategic Plan Alignment

Goal 1, Objective 1.2 of the City's Strategic Plan: *Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained.*

Present Situation

This project is being constructed as part of the 2022 pavement management program. This project involves crack sealing streets that will receive preservation treatments, including AR chip seals, microsurfacing, and cape seals this summer. Pavement cracks need to be sealed before these treatments can be applied to the street. The project also involves crack sealing additional streets that will receive preservation treatments in future years. Crack sealing extends pavement life by keeping water out of the cracks, resulting in less pavement deterioration. Mastic repairs will be performed on cracks and holes wider than one inch.

The City received bids for the 2021 Crack Sealing and Mastic Repairs project on April 20, 2021. The project was awarded to BVC Inc., of Wenatchee, Washington. The City reserved the right to extend the contract for two (2) one (1) year periods with the same terms and conditions and the option to review unit prices for adjustment due to inflation and amount of work.

At the end of 2021, the City discussed a contract extension with BVC and decided that it was in our best interests to do so. On February 10, 2022, the City received a quote from BVC to do this year's crack sealing and mastic repair work for \$371,500.00.

Advantage(s)

1. Will result in improved pavement on approximately 80 lane miles of streets in Vancouver, protecting the City's investment in its street network.
2. The City of Vancouver is making the best use of limited funds and saving on administrative costs and time during the bidding process by extending the contract.
3. Will reduce overall maintenance costs on City streets, as well as extend the life of the pavement before more costly treatments are required.

Disadvantage(s)

1. Neighborhood residents, businesses, and local traffic will be inconvenienced during the construction period at the various locations; however, the construction duration at each location is short, with traffic able to drive over crack sealed areas almost immediately. Traffic will need to avoid driving over areas that are repaired with mastic until it sets up. This will take about 30 minutes, but these areas will be made visible with traffic cones.
2. Construction will generate noise in the area; however, the contractor will not be working in one spot the entire time with all work expected to be complete within a few days at each location.

Budget Impact

The project is currently funded through the Pavement Management Program in the Street Fund (\$371,500). No additional budget appropriation is required.

Prior Council Review

None

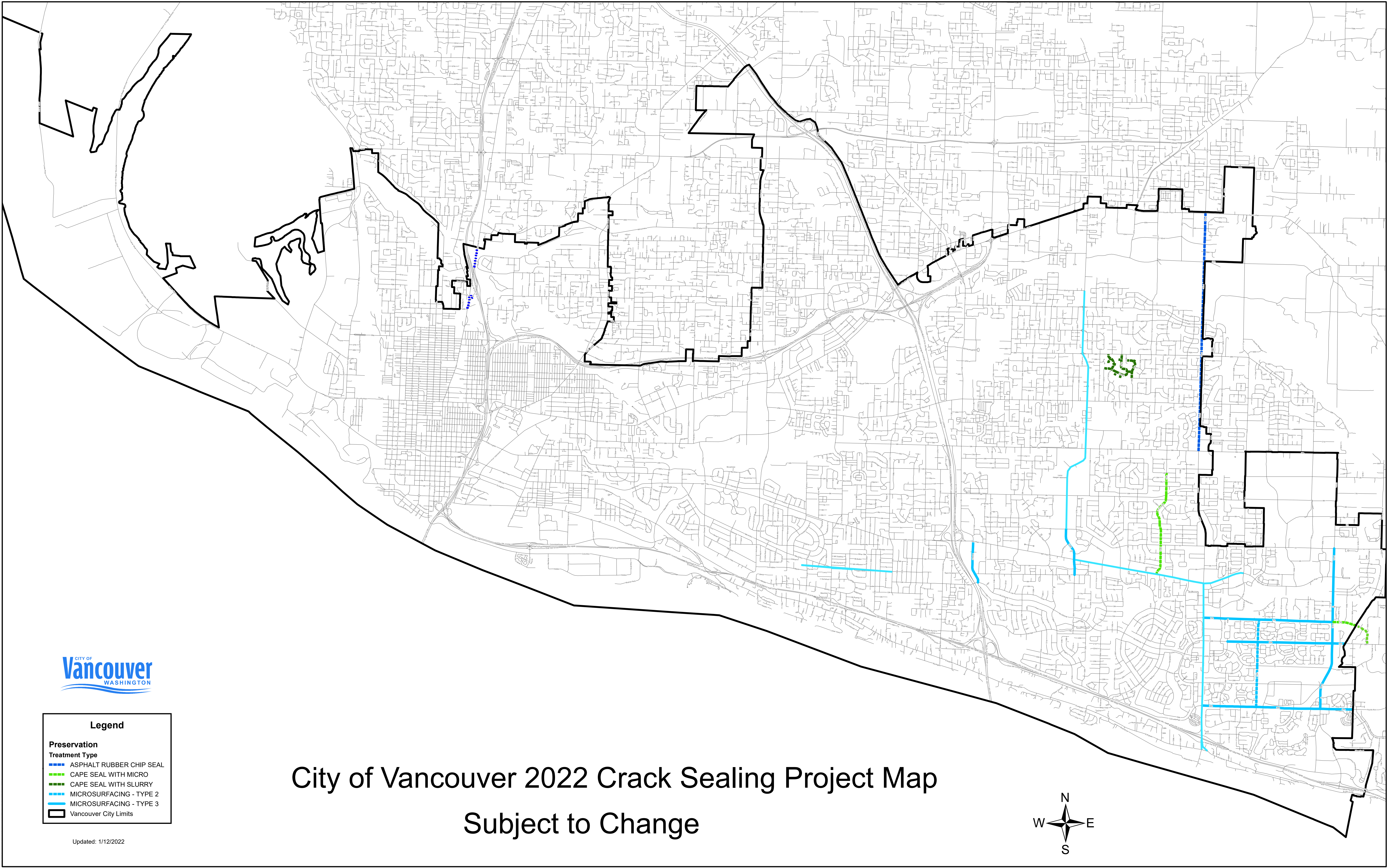
Action Requested

On March 7, 2022, amend the BVC Inc, of Wenatchee, Washington construction contract for the 2022 Crack Sealing and Mastic Repairs for one (1) additional year for their adjusted bid price of \$371,500.00, which includes Washington State sales tax.

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

ATTACHMENTS:

- ▢ Crack Sealing and Mastic Repairs Streets Map
- ▢ Contract



CONTRACT #C-100615

AMENDMENT No. 1

ITB 21-19: 2021 Crack Sealing and Mastic Repairs

This Agreement amends the public works Contract number C-100615 by and between the City of Vancouver, hereinafter referred to as “City”, and BCV, Inc hereinafter referred to as "Contractor", whose address is PO Box 2898, Wenatchee, WA 98807, for services offered.

This amendment amends the original Contract as follows:

1. This Work shall be performed on the streets listed “2022 Crack Sealing Project Map” attached herein and by reference made part of this Amendment.
2. Section 6 Compensation and Schedule of Payments shall increase the contract amount by \$371,500.00 as detailed attached herein spreadsheet “2022 Crack Sealing and Mastic Repair Project Proposal” and hereby reference made part of this Amendment. Any changes must be approved by written change order on City authorized forms and signed by all parties.
3. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

This amendment in no way alters any other provisions of the original agreement.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
BCV, Inc.

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

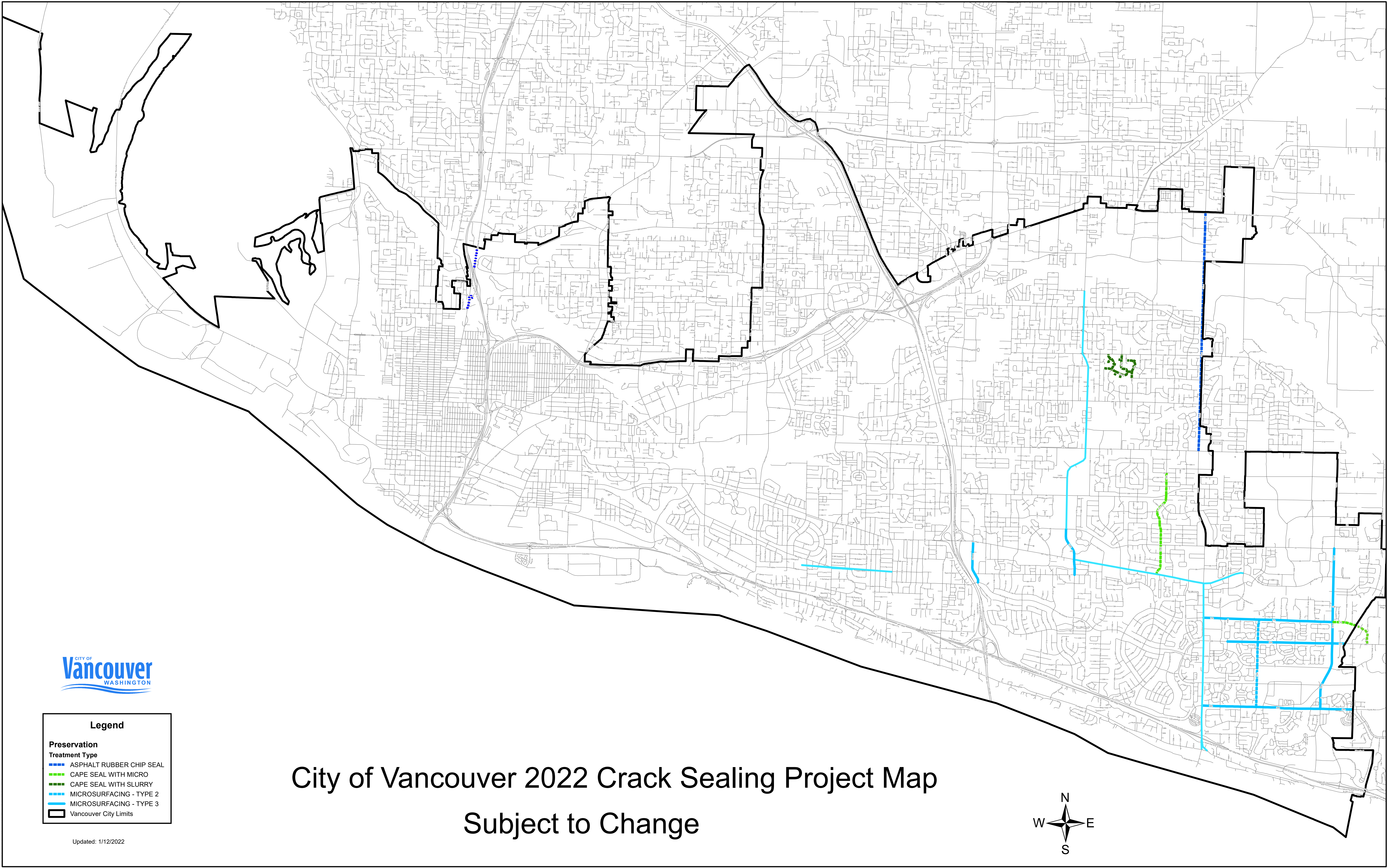
Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney



				2022 Crack Sealing and Mastic Repair Project Proposal		
				City of Vancouver		
				Bid Form		
Item No.	WSDOT Section	Approx. Quantity	Unit of Measure	DESCRIPTION	Unit Price	Total Price
1	1-10.5	1	LS	Project Temporary Traffic Contol	\$3,500.00	\$3,500.00
2	1-10.5	1,000	LS	Flaggers and Spotters	\$63.00	\$63,000.00
2	5-03.5*	580,000	LF	Crack Sealing	\$0.50	\$290,000.00
3	5-03.5*	5,000	LB	Mastic Repair	\$3.00	\$15,000.00
						\$371,500.00

VOUCHER APPROVAL

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

\$ **6,115,596.07** this 7th day of March 2022.

DocuSigned by:
Anne McEnerny-Ogle
MAYOR

Cyndi A Turner
AUDITING OFFICER

DocuSigned by:
Ty Stab
COUNCILMEMBER

DocuSigned by:
Ar W.
COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
February 22, 2022 - February 27, 2022	Accounts Payable Checks (see attached)	\$ 2,855,801.22
February 22, 2022 - February 27, 2022	Hansen City Payments (see attached)	\$ 22,497.83
February 22, 2022 - February 27, 2022	Visa Refunds (see attached)	\$ 2,738.14
February 22, 2022 - February 27, 2022	Payroll Checks (see attached)	\$ 3,234,558.88
TOTAL		\$ 6,115,596.07

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Manual Wire	No Reference	2/15/2022	149.15	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire	No Reference	2/22/2022	320,828.17	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Manual Wire	No Reference	2/23/2022	28,833.78	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	2/23/2022	77,306.44	Sun Life Assurance Company of Canada	
Supplier Payment	Manual Wire	No Reference	2/23/2022	982.30	VSP Vision Care Inc	
Supplier Payment	Manual Wire	No Reference	2/23/2022	23,916.70	Washington Dental Service	
Supplier Payment	Manual Wire	No Reference	2/25/2022	6,801.07	ICMA 401A	
Supplier Payment	Manual Wire	No Reference	2/25/2022	238,353.59	ICMA Corp	
Supplier Payment	Manual Wire	No Reference	2/25/2022	223.50	Oregon SDU	
Supplier Payment	Manual Wire	No Reference	2/25/2022	50,864.77	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	2/25/2022	968.82	Vancouver Fire Command Officers	
Supplier Payment	Manual Wire	No Reference	2/25/2022	22,894.26	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	2/25/2022	6,040.90	Washington SDU	
Supplier Payment	Manual Wire	No Reference	2/25/2022	18,239.74	Washington State Firefighters	
Supplier Payment	Manual Wire	No Reference	2/25/2022	18,784.56	Western States Health & Welfare Trust	
			Manual Wire Total	815,187.75		
Expense Payment	Direct Deposit	EFT-00137133	2/24/2022	88.50	Dietrich Hildebrandt	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00137134	2/24/2022	166.94	Robert Snow	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00137135	2/24/2022	200.00	Dean Tracy	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00137136	2/24/2022	339.50	Christel Nelson	Travel Advance
Expense Payment	Direct Deposit	EFT-00137137	2/24/2022	141.05	Geronia Coyle III	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00137138	2/24/2022	90.00	Corey Rose	Travel Advance
Expense Payment	Direct Deposit	EFT-00137139	2/24/2022	209.99	Jesse Chick	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00137140	2/24/2022	96.41	Aleesa Stoolfire	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00137141	2/24/2022	350.00	Daphine Harris	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00137142	2/24/2022	173.55	John Sexson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00137143	2/24/2022	178.98	Derek Broussard	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00137144	2/24/2022	88.50	Noah Dalhover	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00137145	2/24/2022	357.85	James Correll	Employee Reimbursement
			Direct Deposit Total	2,481.27		
Supplier Payment	EFT	EFT-00137146	2/24/2022	1,146.24	Linguava Interpreters Inc	
Supplier Payment	EFT	EFT-00137147	2/28/2022	103,673.04	Jeffrey D. Barrar, PS	
Supplier Payment	EFT	EFT-00137148	2/24/2022	4,244.63	Siemens Industry Inc - Remit-To: Siemens - Carol Stream	
Supplier Payment	EFT	EFT-00137149	2/24/2022	473,592.50	Lee Contractors LLC	
Supplier Payment	EFT	EFT-00137150	2/24/2022	703.50	MackKay Sposito Inc	
Supplier Payment	EFT	EFT-00137151	2/24/2022	2,058.60	Cascade Centers Inc	
Supplier Payment	EFT	EFT-00137152	2/24/2022	9,314.35	HDR Engineering Inc - Remit-To: HDR Engineering - Chicago	
Supplier Payment	EFT	EFT-00137153	2/24/2022	304,015.03	Rotschy Inc	
Supplier Payment	EFT	EFT-00137154	2/24/2022	288.75	Net Transcripts Inc	
Supplier Payment	EFT	EFT-00137155	2/24/2022	8,337.50	The Gunter Group LLC	
Supplier Payment	EFT	EFT-00137156	2/24/2022	1,166.27	Waxie's Enterprises Inc	

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	EFT	EFT-00137157	2/24/2022	21,917.00	Salazar Architect Inc	
Supplier Payment	EFT	EFT-00137158	2/24/2022	2,353.40	His Masterpiece LLC	
Supplier Payment	EFT	EFT-00137159	2/25/2022	13,342.73	Allegiance Benefit Plan Management Inc	
Supplier Payment	EFT	EFT-00137160	2/25/2022	22,290.85	IAFF Local #452	
Supplier Payment	EFT	EFT-00137161	2/25/2022	114.52	Legal Shield	
Supplier Payment	EFT	EFT-00137162	2/25/2022	10,462.14	Vancouver Police Officer Guild	
Supplier Payment	EFT	EFT-00137163	2/25/2022	947.40	Vancouver Command Guild	
			EFT Total	979,968.45		
Supplier Payment	Check	1147	2/23/2022	705.25	Able Fence Company Inc	
Supplier Payment	Check	1148	2/23/2022	1,459.55	Allegiance Benefit Plan Management Inc	
Supplier Payment	Check	1149	2/23/2022	57,472.00	Angelo Property Co., LP	
Supplier Payment	Check	1150	2/23/2022	141.39	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	1151	2/23/2022	46,584.69	Atlantic Signal LLC	
Supplier Payment	Check	1152	2/23/2022	17,468.49	Bank Of America N.A. - Remit-To: Account Analysis	
Supplier Payment	Check	1153	2/23/2022	4,653.00	Barran Liebman LLP	
Supplier Payment	Check	1154	2/23/2022	9,863.45	Brown & Wilson Partnership LLC	
Supplier Payment	Check	1155	2/23/2022	15,145.85	CECO Inc	
Supplier Payment	Check	1156	2/23/2022	42.09	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	1157	2/23/2022	742.20	Clark Public Utility District No. 1	
Supplier Payment	Check	1158	2/23/2022	461,135.04	Clark Public Utility District No. 1	
Supplier Payment	Check	1159	2/23/2022	190.17	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	1160	2/23/2022	113.55	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	1161	2/23/2022	13.68	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	1162	2/23/2022	19,292.50	Conventions Sports & Leisure International, LLC	
Supplier Payment	Check	1163	2/23/2022	2,637.48	CUES Inc - Remit-To: CUES Inc - Cincinnati	
Supplier Payment	Check	1164	2/23/2022	2,000.00	David Corey PHD PC	
Supplier Payment	Check	1165	2/23/2022	5,069.13	Distinctive Landscape LLC	
Supplier Payment	Check	1166	2/23/2022	5,370.75	eLock Technologies LLC	
Supplier Payment	Check	1167	2/23/2022	8,935.28	Esther Short Commons LLP	
Supplier Payment	Check	1168	2/23/2022	22,706.80	Fehr & Peers	
Supplier Payment	Check	1169	2/23/2022	3,511.95	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	1170	2/23/2022	409.70	Genuine Parts Company - Remit-To: NAPA - Los Angeles	
Supplier Payment	Check	1171	2/23/2022	10,077.48	Granicus, LLC - Remit-To: Granicus, LLC	
Supplier Payment	Check	1172	2/23/2022	4,199.00	H&H Wood Recyclers	
Supplier Payment	Check	1173	2/23/2022	1,175.82	H D Fowler Company Inc	
Supplier Payment	Check	1174	2/23/2022	11,807.26	Herrera Environmental Consultants Inc	
Supplier Payment	Check	1175	2/23/2022	9,250.00	Hyas Group, LLC	
Supplier Payment	Check	1176	2/23/2022	200.73	J-2 Blueprint Supply Co.	
Supplier Payment	Check	1177	2/23/2022	2,929.50	Jamestown Networks	
Supplier Payment	Check	1178	2/23/2022	15,563.00	Kearns & West Inc	
Supplier Payment	Check	1179	2/23/2022	8,746.85	Keller Associates Inc	

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Check	1180	2/23/2022	12,160.00	Kennedy Jenks Consultants - Remit-To: Kennedy Jenks Consulting	
Supplier Payment	Check	1181	2/23/2022	5,078.61	Kittelson & Associates Inc	
Supplier Payment	Check	1182	2/23/2022	10,958.50	Latitude Geographics	
Supplier Payment	Check	1183	2/23/2022	10,014.75	Marvin A Schram Jr	
Supplier Payment	Check	1184	2/23/2022	3,570.00	Minister & Glaeser Surveying Inc	
Supplier Payment	Check	1185	2/23/2022	2,449.78	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	1186	2/23/2022	600.00	Nagra & Atwal Corporation	
Supplier Payment	Check	1187	2/23/2022	4,417.72	National Park Service - Remit-To: National Park Service - Pearson Lease	
Supplier Payment	Check	1188	2/23/2022	8,705.05	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	1189	2/23/2022	9,170.91	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland	
Supplier Payment	Check	1190	2/23/2022	749.00	Pix4D inc.	
Supplier Payment	Check	1191	2/23/2022	100.00	Portland Adventist Medical Center	
Supplier Payment	Check	1192	2/23/2022	3,369.60	PPC Solutions Inc	
Supplier Payment	Check	1193	2/23/2022	894.06	Precor Commercial Fitness	
Supplier Payment	Check	1194	2/23/2022	1,614.00	Professional Service Industries	
Supplier Payment	Check	1195	2/23/2022	6,965.38	Qwest Corp - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	1196	2/23/2022	8,629.48	RH2 Engineering, Inc.	
Supplier Payment	Check	1197	2/23/2022	4,464.00	Robert Half International Inc	
Supplier Payment	Check	1198	2/23/2022	448.38	Security Contractors Services	
Supplier Payment	Check	1199	2/23/2022	3,401.28	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	1200	2/23/2022	19,645.00	Southwest Washington Humane Society	
Supplier Payment	Check	1201	2/23/2022	5,575.00	Stacy Cecchet PHD	
Supplier Payment	Check	1202	2/23/2022	12,325.00	Stantec Consulting Services Inc - Remit-To: Stantec - Chicago	
Supplier Payment	Check	1203	2/23/2022	54.75	State of Washington Department of Licensing	
Supplier Payment	Check	1204	2/23/2022	127.15	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Check	1205	2/23/2022	1,090.00	Suzanne Best	
Supplier Payment	Check	1206	2/23/2022	18,706.17	The ADT Security Corporation	
Supplier Payment	Check	1207	2/23/2022	89,350.00	The Estate of Marley Petersen	
Supplier Payment	Check	1208	2/23/2022	641.25	Towing & Recovering Services Inc	
Supplier Payment	Check	1209	2/23/2022	1,052.14	Trilogy MedWaste West, LLC	
Supplier Payment	Check	1210	2/23/2022	827.32	Triple J Enterprises	
Supplier Payment	Check	1211	2/23/2022	8,151.00	Vancouver Watersheds Council	
Supplier Payment	Check	1212	2/23/2022	141.67	Walter E Nelson Company	
Supplier Payment	Check	1213	2/23/2022	38.59	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	
Ad Hoc Payment	Check	1214	2/23/2022	6,085.05	AAA Septic Service	Replace Lost Check 737
Ad Hoc Payment	Check	1215	2/23/2022	113.11	Ames,Michael and Annie	Utility Refunds: 0138002422-01
Ad Hoc Payment	Check	1216	2/23/2022	87.73	Angela Martin and Thomas Haines	Utility Refunds: 0070050800-09
Ad Hoc Payment	Check	1217	2/23/2022	77.73	Breuninger,Kirk	Utility Refunds: 0020019400-20
Ad Hoc Payment	Check	1218	2/23/2022	26.15	Bulloch,Bryan and Kathleen	Utility Refunds: 0054080140-02
Ad Hoc Payment	Check	1219	2/23/2022	52.26	Camp,Justin	Utility Refunds: 0004073700-19

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Ad Hoc Payment	Check	1220	2/23/2022	140.00	Camp,Ty	Utility Refunds: 0022041600-03
Ad Hoc Payment	Check	1221	2/23/2022	100.00	Christopher's Custom Concrete INC.	ENG-79715
Ad Hoc Payment	Check	1222	2/23/2022	160.00	Christopher Leverette and Angel McClellan	Utility Refunds: 0123001998-02
Ad Hoc Payment	Check	1223	2/23/2022	30.00	Clark County District Court	citation 7202706525 Todd Harroun
Ad Hoc Payment	Check	1224	2/23/2022	20.00	Coffee Shak	Alarm billing acct 18647 inv 99467669
Ad Hoc Payment	Check	1225	2/23/2022	37.27	Conservice Reo Utilities	Utility Refunds: 0079036900-04
Ad Hoc Payment	Check	1226	2/23/2022	66.93	Coplen Trustees,Douglas and Pamela	Utility Refunds: 0082000630-09
Ad Hoc Payment	Check	1227	2/23/2022	158.53	Craig Worrall and Rachel Stinson	Utility Refunds: 0125000300-08
Ad Hoc Payment	Check	1228	2/23/2022	50.87	Creanga,Lawrence and Diana	Utility Refunds: 0064024809-14
Ad Hoc Payment	Check	1229	2/23/2022	108.60	Cromb,William	Utility Refunds: 0038003400-15 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	1230	2/23/2022	720.00	Cy Mill Plain Two LLC	Refund: Bus Lic Fees Ref COVID-19 Surch Ref Prog
Ad Hoc Payment	Check	1231	2/23/2022	400.00	Daison Sony	Damage Deposit Refund Permit #R10287
Ad Hoc Payment	Check	1232	2/23/2022	209.95	Davis,Teresa	Utility Refunds: 0069049365-02
Ad Hoc Payment	Check	1233	2/23/2022	101.01	Debolt,Brent and Shanda	Utility Refunds: 0011060600-02
Ad Hoc Payment	Check	1234	2/23/2022	20.00	Debra Payne	Alarm Billing ovpymt acct 51853 inv 99468325
Ad Hoc Payment	Check	1235	2/23/2022	163.82	Delamarter,Victoria and Kenneth	Utility Refunds: 0089004100-10
Ad Hoc Payment	Check	1236	2/23/2022	61.47	Elevate NW Electric	MPE-315439
Ad Hoc Payment	Check	1237	2/23/2022	20.00	ESD #114 - Special Services	Alarm billing ovpymt acct 5237 inv 99460718
Ad Hoc Payment	Check	1238	2/23/2022	104.41	Feldeshi,Natalya and Yelisey	Utility Refunds: 0113011126-03
Ad Hoc Payment	Check	1239	2/23/2022	180.00	Final Draft Taphouse LLC	Refund: bus lic fees ref COVID19 surch ref prog
Ad Hoc Payment	Check	1240	2/23/2022	28.39	Finchum,Zach and Brittany	Utility Refunds: 0010032900-05
Ad Hoc Payment	Check	1241	2/23/2022	79.88	Gladden,Gloria	Utility Refunds: 0087047300-02
Ad Hoc Payment	Check	1242	2/23/2022	113.67	Gonzalez,Erik	Utility Refunds: 0112097052-05
Ad Hoc Payment	Check	1243	2/23/2022	194.80	Gray,Peter and Ayako	Utility Refunds: 0109005030-03
Ad Hoc Payment	Check	1244	2/23/2022	151.60	Gregory,Michael	Utility Refunds: 0009059800-01
Ad Hoc Payment	Check	1245	2/23/2022	88.46	Groom,Kumiko	Utility Refunds: 0087024026-01
Ad Hoc Payment	Check	1246	2/23/2022	232.38	Hannah Raynor and Daniel Kretzschmar	Utility Refunds: 0041006720-19
Ad Hoc Payment	Check	1247	2/23/2022	380.00	Hansen,Cynthia	Utility Refunds: 0059090200-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	1248	2/23/2022	146.02	Harris,Kristina and Anthony	Utility Refunds: 0126002230-02
Ad Hoc Payment	Check	1249	2/23/2022	34.75	Hegewald,Douglas and Kimberly	Utility Refunds: 0047024000-02
Ad Hoc Payment	Check	1250	2/23/2022	113.00	Heinz,Jonathan	Utility Refunds: 0083000740-03
Ad Hoc Payment	Check	1251	2/23/2022	27.07	Henessee,Christine and Shawn	Utility Refunds: 0019034000-03
Ad Hoc Payment	Check	1252	2/23/2022	103.93	Henessee,Shawn	Utility Refunds: 0019034000-03
Ad Hoc Payment	Check	1253	2/23/2022	72.65	Hernandez,Jessika	Utility Refunds: 0164030040-02
Ad Hoc Payment	Check	1254	2/23/2022	186.00	Herrala,Kristi	Utility Refunds: 0039015300-03
Ad Hoc Payment	Check	1255	2/23/2022	28.44	Hildebrand,Jacob	Utility Refunds: 0006015310-07
Ad Hoc Payment	Check	1256	2/23/2022	18.50	Hoffman,Kari and Scott	Utility Refunds: 0067019101-03
Ad Hoc Payment	Check	1257	2/23/2022	540.00	Hog Restaurants Two, LLC	Refund: bus lic fees ref COVID19 surch ref prog
Ad Hoc Payment	Check	1258	2/23/2022	450.00	Jamie Erdman LLC	Refund: Buc lic fees ref COIVD-19 sur ref prog
Ad Hoc Payment	Check	1259	2/23/2022	140.24	Jeremy Emery and Natacha Melendez Lopez,C/O Zenith Properties NW LLC	Utility Refunds: 0500001909-02
Ad Hoc Payment	Check	1260	2/23/2022	20.00	John Buckingham	Alarm Billing ovpymt acct 22126 inv 99461893
Ad Hoc Payment	Check	1261	2/23/2022	205.21	Johns Landing HOA,C/O Real Property Mgmnt Vancouver	Utility Refunds: 0500002841-02
Ad Hoc Payment	Check	1262	2/23/2022	32.72	Johnson,Kevin and Joy	Utility Refunds: 0045654003-04
Ad Hoc Payment	Check	1263	2/23/2022	162.67	Jorgensen,Michael E	Utility Refunds: 0061085007-13
Ad Hoc Payment	Check	1264	2/23/2022	86.73	Kalz,Debra	Utility Refunds: 0045026428-06

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Ad Hoc Payment	Check	1265	2/23/2022	44.24	Kenny,Janice and Brian	Utility Refunds: 0018020700-03
Ad Hoc Payment	Check	1266	2/23/2022	299.00	Khem,Sokom and Youlie	Utility Refunds: 0020033700-07
Ad Hoc Payment	Check	1267	2/23/2022	243.99	Kirby,Jack L and Lisa A	Utility Refunds: 0500003801-02
Ad Hoc Payment	Check	1268	2/23/2022	38.44	Kirby,Jack L or Lisa A	Utility Refunds: 0500003801-02
Ad Hoc Payment	Check	1269	2/23/2022	54.48	Klicke,David	Utility Refunds: 0015005804-02
Ad Hoc Payment	Check	1270	2/23/2022	543.54	Kramer,Julie	Utility Refunds: 0124001130-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	1271	2/23/2022	89.62	Kramer,Keith	Utility Refunds: 0039067520-08
Ad Hoc Payment	Check	1272	2/23/2022	192.38	Kramer,Keith and Carolyn	Utility Refunds: 0039067520-08
Ad Hoc Payment	Check	1273	2/23/2022	160.00	Kramer,Robert and Julie	Utility Refunds: 0124001130-03
Ad Hoc Payment	Check	1274	2/23/2022	56.69	Kullberg,Miles	Utility Refunds: 0049083607-04
Ad Hoc Payment	Check	1275	2/23/2022	71.22	Lana Durig and William Durig III	Utility Refunds: 0045029008-06
Ad Hoc Payment	Check	1276	2/23/2022	74.56	Larkson,Stephanie	Utility Refunds: 0006015310-07
Ad Hoc Payment	Check	1277	2/23/2022	174.35	Lovin,Michelle and Andrew	Utility Refunds: 0500002614-02
Ad Hoc Payment	Check	1278	2/23/2022	48.19	Lyubov Bogdanova and Olga Miryakhin	Utility Refunds: 0107005040-03
Ad Hoc Payment	Check	1279	2/23/2022	52.10	Marek,Gage	Utility Refunds: 0015000145-05
Ad Hoc Payment	Check	1280	2/23/2022	87.73	Martin,Angela	Utility Refunds: 0070050800-09
Ad Hoc Payment	Check	1281	2/23/2022	169.48	McKee,Angel and Dustin	Utility Refunds: 0023011200-01
Ad Hoc Payment	Check	1282	2/23/2022	102.38	Meyer,Tre	Utility Refunds: 0017036200-09 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	1283	2/23/2022	171.00	Moore,Dustin	Utility Refunds: 0107000881-05
Ad Hoc Payment	Check	1284	2/23/2022	157.10	Nelson,Tammie	Utility Refunds: 0061034400-08
Ad Hoc Payment	Check	1285	2/23/2022	450.00	NYC Pizzeria Corp	Refund bus lic fees ref COVID19 surch ref prog
Ad Hoc Payment	Check	1286	2/23/2022	116.58	Nylund Inc	Utility Refunds: 0108003965-02
Ad Hoc Payment	Check	1287	2/23/2022	115.90	Ochoa,Alexis	Utility Refunds: 0158001630-03
Ad Hoc Payment	Check	1288	2/23/2022	60.37	Olmsted,David P and Loretta A	Utility Refunds: 0000005803-02
Ad Hoc Payment	Check	1289	2/23/2022	214.66	Olson,Steven	Utility Refunds: 0004075700-01
Ad Hoc Payment	Check	1290	2/23/2022	20.00	PCS	Alarm billing Joshua Pitts acct 15189 inv 99455936
Ad Hoc Payment	Check	1291	2/23/2022	86.83	Personal Property Management	Utility Refunds: 0016016000-01
Ad Hoc Payment	Check	1292	2/23/2022	169.88	Preisler,Victoria	Utility Refunds: 0002000111-02
Ad Hoc Payment	Check	1293	2/23/2022	1,149.04	Probuild Contractors LLC	
Ad Hoc Payment	Check	1294	2/23/2022	85.86	Runyan,Erik	Utility Refunds: 0054080078-01
Ad Hoc Payment	Check	1295	2/23/2022	64.14	Runyan,Penny	Utility Refunds: 0054080078-01
Ad Hoc Payment	Check	1296	2/23/2022	53.76	Sarmiento,Lucia	Utility Refunds: 0030069700-03
Ad Hoc Payment	Check	1297	2/23/2022	81.73	Schelembaum,Roy	Utility Refunds: 0015000300-14
Ad Hoc Payment	Check	1298	2/23/2022	378.29	Sherry Ness	Tow refund valid lot 1 permit
Ad Hoc Payment	Check	1299	2/23/2022	83.17	Shull,Jeffrey	Utility Refunds: 0004019600-18
Ad Hoc Payment	Check	1300	2/23/2022	20.76	Shutts,Gregory and Jessica	Utility Refunds: 0036046600-04
Ad Hoc Payment	Check	1301	2/23/2022	73.43	Smith,Roberta	Utility Refunds: 0080079800-03
Ad Hoc Payment	Check	1302	2/23/2022	112.32	Snug's Pro Wash	Utility Refunds: 0500001613-01
Ad Hoc Payment	Check	1303	2/23/2022	88.50	Steve Forgette	Non-Employee Travel Expense Reimburse
Ad Hoc Payment	Check	1304	2/23/2022	338.33	Tahntawanna LLC	Refund: bus lic fees ref business closed
Ad Hoc Payment	Check	1305	2/23/2022	27.86	The Estate of Betty L Bennett	Utility Refunds: 0003018700-01
Ad Hoc Payment	Check	1306	2/23/2022	139.91	The Estate of Cheryl L Hoffman	Utility Refunds: 0016039400-01
Ad Hoc Payment	Check	1307	2/23/2022	95.52	The Estate of Eleanor Wilt	Utility Refunds: 0015005804-02
Ad Hoc Payment	Check	1308	2/23/2022	81.38	The Management Group,SF Operating-WA	Utility Refunds: 0026003100-07
Ad Hoc Payment	Check	1309	2/23/2022	101.93	The Nichols Family Trust	Utility Refunds: 0026003100-07
Ad Hoc Payment	Check	1310	2/23/2022	40.40	The Quin Cochran Trust	Utility Refunds: 0038003400-15

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Ad Hoc Payment	Check	1311	2/23/2022	113.00	The Raymond C and Shirley E Wilson Revocable Trust	Utility Refunds: 0017011200-10
Ad Hoc Payment	Check	1312	2/23/2022	18.27	The Roy D Schelembaum Living Trust	Utility Refunds: 0015000300-14
Ad Hoc Payment	Check	1313	2/23/2022	104.25	Thoenes,Michael and Raely	Utility Refunds: 0021044200-01
Ad Hoc Payment	Check	1314	2/23/2022	40.76	Tkachenko,Lyudmyla and Sergiy	Utility Refunds: 0060073402-14
Ad Hoc Payment	Check	1315	2/23/2022	69.24	Tkachenko,Sergiy	Utility Refunds: 0060073402-14
Ad Hoc Payment	Check	1316	2/23/2022	105.12	Tresslar,Guy	Utility Refunds: 0061093930-05 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	1317	2/23/2022	33.36	Venturella,Stephanie	Utility Refunds: 0000009326-02
Ad Hoc Payment	Check	1318	2/23/2022	153.84	Werbin,Heidi and Jeffrey	Utility Refunds: 0127010300-07
Ad Hoc Payment	Check	1319	2/23/2022	29.30	Williams,Carey M	Utility Refunds: 0028040000-00
Ad Hoc Payment	Check	1320	2/23/2022	207.08	Williams,Gary L	Utility Refunds: 0042019205-00 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	1321	2/23/2022	127.00	Willis,William M and Norma K	Utility Refunds: 0115025102-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	1322	2/23/2022	126.82	Wyatt Fire Protection Inc	FRI-314947
Ad Hoc Payment	Check	1323	2/23/2022	110.95	Yue,Solomon	Utility Refunds: 0113016012-02
Ad Hoc Payment	Check	1324	2/23/2022	35.95	Zillow Group Signpost Homes Inc	Utility Refunds: 0000009368-03
Ad Hoc Payment	Check	1325	2/23/2022	70.05	Zillow Homes Property Trust	Utility Refunds: 0000009368-03
Supplier Payment	Check	1326	2/25/2022	7,506.75	Aflac	
Supplier Payment	Check	1327	2/25/2022	4,940.31	AFSCME Local #307	
Supplier Payment	Check	1328	2/25/2022	459.50	CSED/CASH Processing	
Supplier Payment	Check	1329	2/25/2022	700.00	IAM Local #1374	
Supplier Payment	Check	1330	2/25/2022	8,548.65	Life Insurance Company of North America	
Supplier Payment	Check	1331	2/25/2022	500.00	MFS Service Center Inc	
Supplier Payment	Check	1332	2/25/2022	125.00	OPEIU Local #11	
Supplier Payment	Check	1333	2/25/2022	4,111.75	OPEIU Local #11	
Supplier Payment	Check	1334	2/25/2022	672.00	Teamsters Local #58	
Supplier Payment	Check	1335	2/25/2022	297.50	UA Local #290	
Supplier Payment	Check	1336	2/25/2022	2,859.77	Western Conference of Teamsters	
Supplier Payment	Check	1337	2/25/2022	985.32	Western Metal Industry Pension Plan	
			Check Total	1,058,163.75		
			Manual Wire Total	815,187.75		
			Direct Deposit Total	2,481.27		
			EFT Total	979,968.45		
Hansen			2/28/2022	22,497.83	City Payments	Posted 02-22-2022 to 02-27-2022
			Hansen Total	22,497.83		
VISA			2/28/2022	956.00	Miscellaneous	Parks Class Refunds FCC 02-22-22 to 02-27-22
VISA			2/28/2022	1,782.14	Miscellaneous	Parks Class Refunds MCC 02-22-22 to 02-27-22
VISA			2/28/2022	0.00	Miscellaneous	Parks Class Refunds WREC 02-22-22 to 02-27-22
VISA			2/28/2022	0.00	Miscellaneous	Parks Class Refunds Special Events 02-22-22 to 02-27-22
			VISA Total	2,738.14		
			Payroll Total	3,234,558.88		
			GRAND TOTAL	6,115,596.07		

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>

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

\$ 3,234,558.88



Staff Report 029-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 3/7/2022

SUBJECT Amendments to VMC 2, 6, 9, 15, and 19, to update the Parking Code to reflect recent changes to recognized holidays and update all code sections to use current best practice for institutional language related to disability

Strategic Plan Alignment

Goal 3: Create new programs that engage people of all ages, cultures, family configurations, educational backgrounds, trades, and professions.

Goal 3, Objective 3.1: Strengthen community identity and sense of belonging.

Present Situation

Council recently amended VMC 2.40.020 to include Juneteenth as a City holiday. As a result of the recent amendment, the parking code (VMC 19) needs to be updated to reflect the changes. Instead of adding "Juneteenth" to the list of holidays, the amendments proposed would replace individually named holidays with "City recognized holidays." This is consistent with other VMC's. Parking meters would still list the specific holidays, including Juneteenth, so that customers are aware that no payment is required.

The second aspect to the changes proposed is a change in terminology. The term "disabled parking" is outdated and the current best practice for institutional language related to disability is to use people first language. Therefore, it is proposed that "disabled" be replaced with "people with disabilities" in our municipal code where appropriate.

Advantage(s)

Parking code updated to reflect recent amendments to VMC 2.40.020. Also prevents the need for additional parking code edits in the event of future holiday additions or subtractions.

People first language aligns our code with current best practice for institutional language related to disability.

Disadvantage(s)

None

Budget Impact

Implementing this additional parking holiday day will result in the City collecting approximately \$17,000 less in revenue in the Parking Fund per year. There will be no budget impact for changing to people first language.

Prior Council Review

Council approval of amendments to VMC 2.40.020 - January 3, 2022. There has been no prior review for the change to people first language.

Action Requested

On Monday, March 7, 2022, subject to second reading and public hearing, approve the ordinance.

Steve Kaspan, Parking Manager 360 487-8658.

ATTACHMENTS:

- ▣ Ordinance

02/28/22
03/07/22

ORDINANCE NO. _____

AN ORDINANCE relating to the update of City recognized holidays, the enforcement of parking regulations, and updating outdated language in the Vancouver Municipal Code referring to persons with disabilities; providing for savings, severability and an effective date.

WHEREAS, as reflected in SR - _____, City Council recently amended VMC 2.40.020 to include Juneteenth as a City holiday; and

WHEREAS, as a result of the recent amendments, the parking code also needs to be updated to reflect the changes; and

WHEREAS, the amendments proposed would replace individually named holidays in VMC Title 19 with “City recognized holidays”; and

WHEREAS, the proposed amendments would be consistent with other VMC’s referencing holidays; and

WHEREAS, parking meters would still list the specific holidays, including Juneteenth, so that customers are aware that no payment is required; and

WHEREAS, the term “disabled parking” is outdated and the current best practice for institutional language related to disability is to use people first language (e.g., “person with a disability”).

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. That part of section 1 of Ordinance M-3242 and last amended by that part of section 1 of Ordinance 3655, codified as 2.20.030, is hereby amended to read as follows:

2.20.030 Special police officers.

- a. Authority. Pursuant to Art. XI, section 11 of the state constitution, RCW 35.22.610, and City Charter section 1.04 and section 3.03, the city manager or his or her designee may appoint city employees as special police officers.
- b. Special police officer. A special police officer means a city employee who has been granted a limited law enforcement or police commission by the city manager or his or her designee to enforce some or all of the following non-criminal laws specified in this section:
 1. RCW 46.16.088, as adopted by VMC 9.02.010, concerning illegally transferred license plates, so long as such license plates do not involve stolen property;
 2. Impounds of unauthorized vehicles under RCW chapter 46.55, as adopted by VMC 9.02.010, and other impound situations authorized by local ordinance;
 3. RCW 46.55.113(2)(b), as adopted by VMC 9.02.010, concerning the impound of vehicles in the public right of way that obstruct traffic or pose a threat to public safety;
 4. RCW 46.55.113(2)(f), as adopted by VMC 9.02.010, concerning the impound of vehicles in violation of ~~disabled~~ parking laws or regulations for persons with disabilities;
 5. RCW 46.55.113(2)(h), as adopted by VMC 9.02.010, concerning the impound of vehicles in specially designated parking zones;
 6. Abatement and removal or disposal of junk vehicles or parts thereof under RCW chapter 46.55, as adopted by VMC 9.02.010, and the abatement and removal or disposal of junk and inoperable vehicles or parts thereof authorized by local ordinance;

7. All local, non-criminal laws or regulations concerning stopping, standing, or parking contained in the VMC, including, but not limited to, all state laws or regulations concerning stopping, standing or parking adopted by VMC 9.02.010.
- c. Special police officers shall enforce the provisions in VMC 2.20.030(b), according to the directives of the chief of police or his or her designee within the Vancouver Police Department.
- d. All special police officers appointed under this chapter shall be referred to as "limited commissioned law enforcement officers", and special police officers shall represent themselves to the public as "limited commissioned law enforcement officers."
- e. In the course of performing their duties, special police officers are prohibited from carrying firearms and from making any arrest.
- f. The authority conferred upon special police officers in this section shall not vest any such officer with any police civil service or police pension rights.

Section 2. That part of Ordinance M-3578, codified as 2.20.040, is hereby amended to read as follows:

2.20.040 ADA compliance coordinator commissioned as law enforcement officer.

- a. The City of Vancouver ADA compliance coordinator currently employed or employed hereafter, or any employee of the city assigned by the city manager or his or her designee to perform the duties of ADA compliance coordinator, is hereby specially commissioned by the Vancouver Chief of Police as a law enforcement officer.
- b. The special commission as a law enforcement officer is limited. The ADA compliance coordinator is authorized to enforce only those laws pertaining to issuing notices of civil infractions for the violation of ordinances, statutes and regulations pertaining to: parking spaces for persons with disabilities~~disabled parking spaces~~; improper parking in parking spaces for persons with disabilities~~disabled parking spaces~~ and access areas; for improper signage of parking spaces for persons with disabilities~~disabled parking spaces~~; for improper dimensions of parking spaces for persons with disabilities~~disabled parking spaces~~; and for all ordinances, statutes and regulations pertaining to persons with disabilities~~disabled persons~~ accessibility to buildings and public programs located within the city limits of Vancouver, Washington. The ADA compliance coordinator is not authorized to effectuate any arrest for any violation.
- c. The authority conferred upon the ADA compliance coordinator or any designee by this section shall not vest the ADA compliance coordinator or any designee with any police civil service or police pension rights under federal law, Washington state law or under any ordinance or regulation.

Section 3. That part of section 1 of Ordinance 1489, codified as 6.16.010, is hereby amended to read as follows:

6.16.010 Definitions.

Hospital. "Hospital," whenever used in this chapter, means and includes any building, place or institution maintained and conducted for the purpose of caring for sick, injured and persons with disabilities~~disabled persons~~.

Person. "Person," whenever used in this chapter, means and includes any person, firm, corporation or association.

Section 4. That part of section 2 of Ordinance M-3669, codified as 8.06.035, is hereby amended to read as follows:

8.06.035 Exceptions.

This chapter shall not apply to any person with a disability~~disabled person~~ using a wheelchair conveyance as defined in RCW 46.04.710, strollers used to transport small children or city equipment.

Section 5. That part of section 1 of Ordinance M-3871, codified as 9.97.050, is hereby amended to read as follows:

9.97.050 Fines.

The fine for an infraction detected under authority of this chapter shall be a base monetary penalty of \$124.00. Whenever, in the future, the state of Washington increases any fine imposed under this chapter, by legislation or court rule, the City's fine shall automatically be increased to a like amount upon the effective date of such legislation or court rule, not to exceed the amount of a fine issued for parking infractions within the City, including ~~disabled~~ parking infractions for parking spaces for persons with disabilities.

Section 6. That part of section 1 of Ordinance M-2557, and last amended by that part of section 18 of Ordinance M-3996, codified as 15.04.160, is hereby amended to read as follows:

15.04.160 Fees for Parks and programs.

- a. The director shall have authority to establish fees for the use of parks and for participation in parks and recreational activities; provided, that such fees shall be based on the policies set forth below;
- b. The policies for setting fees authorized by this chapter are as follows:
 1. It is the policy of the city to finance through its tax base a reasonable balance of parks and recreation services that meet the needs of the general citizenry. This financing should be directed to assure the overall administration and coordination of leisure services and for the provision of parks, open space, landscapes, parks improvements, recreation facilities, and their adequate maintenance.
 2. As it relates to recreation activities, the city, through user fees and charges, may charge an amount to cover direct program costs for labor, leadership, supplies, materials, and service charges that benefit identifiable and specific groups, i.e., enrichment classes, sports leagues.
 3. When unusual or hardship circumstances apply, the city may make some compensatory efforts to support special service needs, i.e., persons with disabilities~~person of disability~~ or low income.
 4. When the operation of facilities requires special operational costs involving materials, supplies, supervision, and services additional fees may be appropriate. The fee amount will take into consideration the goal of making the facility self-supporting.
 5. The Director shall provide to the Parks and Recreation Advisory commission for their consideration and review the annual/biennial park fee schedules.

Section 7. That part of Ordinance M-4088, codified as 19.02.040, is hereby amended to read as follows:

19.02.040 Limited Parking.

A. Purpose Authorized. For the purpose of facilitating the movement of traffic and access to the business districts of the city and providing just and equitable parking privileges and opportunities for operators of motor vehicles, the city traffic engineer may impose time limits upon parking in any portion of any street.

The city traffic engineer may also establish the hours and days when such time limits shall be effective. The city traffic engineer shall provide for the posting of signs giving notice of such time limits and special restrictions. In the absence of signs giving notice of such special restrictions, the general provisions of the traffic code shall govern.

B. Hours and Days Excepted. Time limits on parking imposed pursuant to the preceding subsection shall be applicable between the hours of eight a.m. and six p.m. daily except Saturdays and Sundays and ~~the following City recognized holidays: New Year's Day, Martin Luther King, Jr.'s Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, and Christmas Day.~~

Section 8. That part of Ordinance M-4088, codified as 19.10.040, is hereby amended to read as follows:

19.10.040 Parking for Persons with Disabilities~~Disabled Parking.~~

Persons who are issued or who have been issued a ~~disabled~~ parking permit for persons with disabilities under state law may park their vehicles in compliance with regulations thereof.

Provided, however, free parking is limited to a maximum of four hours on any one day in the following situations: 1) Vehicles displaying a special ~~disabled~~ parking placard for persons with disabilities or special ~~disabled~~ parking license plate for persons with disabilities in non-reserved, on-street parking spaces; 2) Vehicles displaying a special ~~disabled~~ parking placard for persons with disabilities or special ~~disabled~~ parking license plate for persons with disabilities in nonmetered, on-street parking places reserved for persons with physical disabilities ~~physically disabled persons~~. These time restrictions shall be clearly posted and shall apply between the hours of 8 a.m. and 6:00 p.m., Monday through Friday, except on City recognized holidays ~~specified in section 19.11.030~~, in the following geographical area: Commencing at the intersection of E Fourth Plain Boulevard and Lincoln Street, then east along Fourth Plain Boulevard to Interstate 5, then south along Interstate 5 to the Columbia River, then west along the Columbia River to the alignment of Lincoln Street if it were extended south of 8th Street, and then north following the alignment of Lincoln Street to Fourth Plain Boulevard to the point of beginning.

Section 9. That part of Ordinance M-4088, as last amended by that part of section 5 or Ordinance M-4211, and codified as 19.11.030, is hereby amended to read as follows:

19.11.030 Parking meter fees designated.

A. Between the hours of eight a.m. and six p.m. daily except Saturdays and Sundays, and also except days being celebrated as any of ~~the following City recognized holidays: New Year's Day, Martin Luther King's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day,~~ the operator of a vehicle, upon entering any

metered parking space, shall immediately deposit in the proper adjacent parking meter, coins totaling no more than two dollars fifty cents (\$2.50) per hour as shown on the meter, and shall put the meter in operation. (In some short-term meters a portion of the hour is available free by turning the dial of the meter.) If the vehicle remains parked in the parking space beyond the legal parking time which is designated by a sign or signal on the parking meter, such vehicle shall be considered as parked overtime. In zones where parking is limited to fifteen minutes or less per use, the meter fee shall be no more than seventy cents (\$0.70) per quarter hour. In zones where parking is limited to thirty minutes or less per use, the meter fee shall be no more than one dollar thirty cents (\$1.30) per half hour, in zones where parking is limited to two hours or less per use, the meter fee shall be no more than two dollars fifty cents (\$2.50) per hour. In zones where parking is permitted for longer than two hours per use, the meter fee shall be no more than two dollars fifty cents (\$2.50) per hour.

The parking meter fee may be reduced administratively by the city manager or his/her designee in accordance with the provisions of section 19.11.040. The city manager, or his/her designee, shall report to the city council from time to time as requested by the city council, but in any event, shall report at least once every year regarding these parking rates.

B. The department of public works shall cause for there to be installed on each parking meter a suitable plate informing of the hours and days in which such metered parking regulations are enforced.

Section 10. That part of section 1 of Ordinance M-4088, as last amended by that part of section 8 of Ordinance M-4211, and codified as 19.13.050, is hereby amended to read as follows:

19.13.050 Parking fines and penalties.

Parking fines associated with parking violations related to meter violations, overtime violations, ~~disabled parking~~ violations involving parking for persons with disabilities, parking lot violations and other violations shall be as follows:

A. *Expired Meter.* Penalties for expired meter violations shall be twenty-five dollars (\$25) for each violation if paid or postmarked within thirty calendar days, and fifty dollars (\$50) for each violation if paid or postmarked after thirty calendar days.

B. *Paystation Violation.* Penalties for paystation violations shall be twenty-five dollars (\$25) for each violation if paid or postmarked within thirty calendar days, and fifty dollars (\$50) for each violation if paid or postmarked after thirty calendar days.

C. *Overtime Violation*. Penalties for overtime parking shall be thirty dollars (\$30) for each violation if paid or postmarked within thirty calendar days, and fifty-five dollars (\$55) for each violation if paid or postmarked after thirty calendar days.

D. *Improper Parking*. Penalties for improper parking shall be thirty-five dollars (\$35) for each violation if paid or postmarked within thirty calendar days, and sixty dollars (\$60) if paid or postmarked after thirty calendar days.

E. *Prohibited Parking*. Penalties for prohibited parking shall be forty dollars (\$40) for each violation if paid or postmarked within thirty calendar days, and sixty-five dollars (\$65) if paid or postmarked after thirty calendar days.

F. *Moving to Evade*. Penalties for moving to evade violations shall be thirty-five dollars (\$35) for each violation if paid or postmarked within thirty calendar days, and sixty dollars (\$60) if paid or postmarked after thirty calendar days.

G. ~~*Disabled Parking*~~ *Violations involving parking for persons with disabilities*. Fines, penalties, and assessments for violations of RCW 46.19.050 regarding special parking for persons with disabilities shall be provided in Section 46.19.050 RCW.

H. *Expired Tabs*. Penalties for expired tabs violations shall be fifty dollars (\$50) for each violation if paid or postmarked within thirty calendar days, and seventy-five dollars (\$75) if paid or postmarked after thirty calendar days.

I. *Permit Parking Violations*. Penalties for permit parking area violations on a highway, municipal parking lot, or public parking lot shall be twenty-five dollars (\$25) for each violation if paid or postmarked within thirty calendar days, and fifty dollars (\$50) if paid or postmarked after thirty days.

Section 11. That part of section 1 of Ordinance M-4088, as last amended by that part of section 9 of Ordinance M-4211, and codified as 19.13.060, is hereby amended to read as follows:

19.13.060 Table of parking fines and penalties.

All parking fines and penalties as outlined in sections 19.13.050 through 19.13.070 are listed in the following table.

Infraction	Fine	Fine
	If paid or postmarked within 30 calendar days	If paid or postmarked after 30 calendar days

Expired Meter	\$25.00	\$50.00
Paystation Violation	\$25.00	\$50.00
Overtime Parking	\$30.00	\$55.00
Improper Parking	\$35.00	\$60.00
Prohibited Parking	\$40.00	\$65.00
Moving to Evade	\$35.00	\$60.00
Improper Disabled Parking <u>for persons with disabilities</u>	\$450.00*	\$450.00*
Blocking an Disabled Access Aisle <u>for persons with disabilities</u>	\$450.00*	\$450.00*
Failure to display Disabled Placard <u>for persons with disabilities</u>	\$450.00*	\$450.00*
Expired Tabs	\$50.00	\$75.00
Permit Parking	\$25.00	\$50.00

*RCW 46.19.050 assigns a \$250 infraction plus a \$200 assessment for violations.

Section 12. That part of section 1 of Ordinance M-4088, as last amended by that part of section 9 of Ordinance M-4168, and codified as 19.13.070, is hereby amended to read as follows:

19.13.070 Table of references for common parking fines and penalties.

The following table is intended to identify the most common parking violations and is not intended to be an exclusive list of violations. Other violations may be identified in additional codes or laws.

Expired Meter	VMC 19.13.020(A)
---------------	------------------

Display of Expired Proof of Payment from Parking Pay Station	VMC <u>19.13.030</u> (A)(2)
Failure to Display Valid Proof of Payment from Parking Pay Station	VMC <u>19.13.030</u> (A)(3)
Overtime Parking	
Municipal Lot #2	VMC <u>19.07.060</u>
Signed Parking	VMC <u>19.13.045</u>
Parking Pay Stations	VMC <u>19.13.030</u> (A)(1)
Metered Parking	VMC <u>19.13.020</u> (B)
Parking Lots	VMC <u>19.07.030</u> (A)
Improper Parking	
Unauthorized Parking (Off Street Facility)	VMC <u>19.07.030</u>
Repair Vehicle on Street	WAC <u>308-330-436</u> (2)
Meter Tampering	WAC <u>308-330-630</u>
Moving to Evade	VMC <u>19.12.020</u> (A)
Displaying for purpose of sale	WAC <u>308-330-436</u> (1)(b)
Permit Parking	VMC <u>19.10.050</u>
Angle Parking	WAC <u>308-330-430</u>
Parallel Parking	RCW <u>46.61.575</u> (1) (2)
Back into Space (Lots)	VMC <u>19.12.050</u>
Construction Zone - Metered	VMC <u>19.10.020</u>
Loading Zone	WAC <u>308-330-442</u> (1)
Carpool Permit Required	VMC <u>9.92.060</u>
City Use Zone	VMC <u>9.60.120</u>
County Use Zone	VMC <u>9.60.130</u>

Tourist Use Zone	VMC 9.60.140
Expired Tabs	VMC 19.12.110
Prohibited Parking	
Prohibited Parking - Signed	RCW 46.61.570(1)(c)(ii)
Within 20' of Crosswalk (marked/unmarked)	RCW 46.61.570(1)(b)(iii)
Bus Zone	VMC 9.60.010 (A)
Obstructing Traffic	VMC 19.12.090
Prolonged Parking	VMC 19.12.100
Parking on Sidewalk or Plant Strip	RCW 46.61.570(1)(a)(ii)
Truck, Trailer, and Motor Homes Parking on Street	VMC 19.12.080
Blocking Driveway	RCW 46.61.570(1)(b)(i)
Within 30' of Stop Sign	RCW 46.61.570(1)(b)(iv)
Fire Lane	VMC 16.04.130
Disabled Parking Violations <u>Involving Parking for Persons with Disabilities</u>	RCW 46.19.050

Section 13. Savings. Those ordinances or parts of ordinances which are amended or repealed by this ordinance shall remain in full force and effect until the effective date of this ordinance.

Section 14. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstance shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not effect or invalidate the remainder of any parts thereof to any person or circumstances and to this

end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 15. Effective date. This ordinance shall become effective immediately following the date of final adoption.

Read first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read second time:

PASSED by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2022.

Anne McEnery-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney



Staff Report 030-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 3/7/2022

SUBJECT Approval of amendment to VMC 2.63.20 to establish consistency with other Boards and Commissions candidate review processes

Strategic Plan Alignment

N/A

Present Situation

VMC 2.63.20 directs the process of Parking Advisory Committee candidate review, and it is not consistent with how municipal code generally directs the process for reviewing candidates for other City Boards and Commissions. Further, this is not consistent with Council Policy 100-06 (Council Appointment of Community Members to Boards, Commissions, Advisory Committees and Task Forces), nor is it consistent with current practice for this committee. Currently, the code calls for candidates to be appointed by the Mayor and confirmed by Council. The change requested clarifies and aligns appointments to this committee to be made by the City Council.

Advantage(s)

Change mirrors other Boards and Commissions candidate review processes, which will provide a consistent process for candidates on advisory boards and commissions.

Disadvantage(s)

None

Budget Impact

The budget impact is neutral.

Prior Council Review

None

Action Requested

On Monday, March 7, 2022, subject to second reading and public hearing, approve the ordinance.

Steve Kaspan, Parking Manager, 360-487-8658

ATTACHMENTS:

- ▣ Ordinance

02/28/2022
03/7/2022

ORDINANCE NO. _____

AN ORDINANCE relating to the appointment of members to the Parking Advisory Committee; providing for savings, severability and an effective date.

WHEREAS, as reflected in SR - _____, the code used to direct the process of Parking Advisory Committee candidate review is not consistent with other city Boards and Commissions; and

WHEREAS, Currently the candidate is appointed by the Mayor and confirmed by Council; and

WHEREAS, the change requested is for both the Mayor and Council to appoint members to serve on the Parking Advisory Committee; and

WHEREAS, change mirrors other Board and Commissions candidate review processes which will provide a consistent process for all candidates on all B&C's.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. That part of Ordinance M-3460, codified as 2.63.020, is hereby amended to read as follows:

2.63.020 Membership-- Compensation.

The parking advisory committee shall consist of seven members who shall serve without remuneration and shall be appointed by the ~~mayor and confirmed by the~~ City Council. These members shall consist of either residents of the city or own property in the city or are officers in business or profession located in the downtown area.

Section 2. Savings. Those ordinances or parts of ordinances which are amended or repealed by this ordinance shall remain in full force and effect until the effective date of this ordinance.

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

Section 4. Effective date. This ordinance shall become effective thirty (30) days following the date of final adoption.

Read first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read second time:

PASSED by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2022.

Anne McEnerny-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE relating to the appointment of members to the Parking Advisory Committee; providing for savings, severability and an effective date.

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



MEMORANDUM

DATE: March 7, 2022

TO: Mayor and City Council

FROM: Eric Holmes, City Manager
Katherine Kelly, Senior Policy Advisor

RE: **Oregon Tolling and Congestion Pricing Update**

Background

On February 7, 2022, staff provided Council an update on the [Oregon Toll Program](#) which aims to implement tolls on I-5 and I-205 to manage congestion and raise revenue for construction of improvements on a portion of I-205. Since the February update there has been discussion at the Metro Council, Metro Joint Policy Advisory Committee (JPACT) and the OR Department of Transportation (ODOT) Toll Work Group about next steps for the Program. Additional decision points through these key bodies will continue for the foreseeable future as ODOT defines parameters such as exact timing for implementation, the scale of where pricing is implemented, and potential pricing rates for their Program. Attachment A is a high-level roadmap for these decision points and the City of Vancouver is represented on these committees through the Mayor, Council members, and staff.

Next Steps

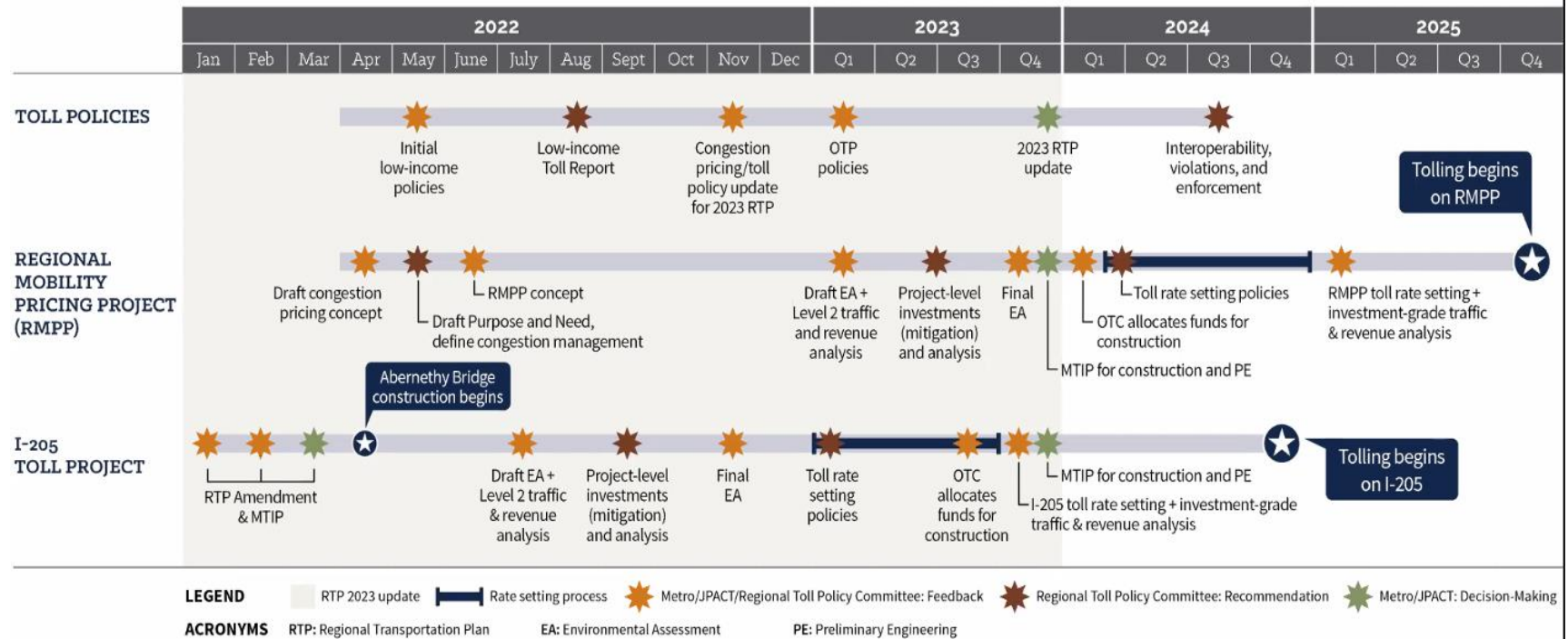
As ODOT's Program moves forward, Mayor and Council members have expressed interest in having a consistent City message about the Program. The most recent example of a formal statement on the ODOT Program was developed via a policy framework adopted by the City Council in 2018 (Attachments B and C). Because the Program has advanced since the 2018 Council policy framework and because there are new Council members, this framework could be updated if Council desires and staff is seeking Council direction on whether to return with a draft updated framework for consideration.

Attachments:

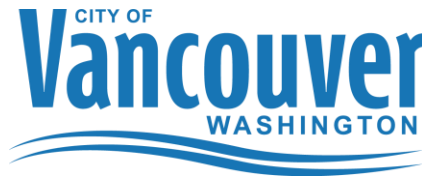
- A. ODOT Toll Program: Primary Committee Engagement Timeline (as of March 4, 2022)
 - B. Letter to ODOT Stating City of Vancouver 2018 Policy Framework on ODOT Value Pricing Program (later named Toll Program)
 - C. 2018 Letter to Oregon Value Pricing Program Policy Advisory Committee Co-Chairs and Oregon Transportation Commission from Vancouver City Council
-

Attachment A: ODOT Toll Program: Primary Committees Engagement Timeline

Metro/JPACT/Regional Toll Policy Committee: Engagement Timeline



Attachment B: Letter to ODOT Stating City of Vancouver 2018 Policy Framework on ODOT Value Pricing Program



May 10, 2018

Judith Gray
Value Pricing Project Manager ODOT Region 1
123 NW Flanders
Portland, OR 97209

Dear Judith,

The Vancouver City Council has endorsed a policy framework to inform their participation and engagement with the Value Pricing study. This approach reflects concerns about potential impacts to residents of Southwest Washington and the equitable distribution of benefits associated with various pricing concepts. In addition, it highlights the need to consider impacts to a future I-5 bridge replacement project, which we assume will require tolling to implement. The Council will continue to work collaboratively with the OTC towards an equitable solution that benefits the entire Vancouver/Portland Metropolitan area. Below, please find the policy framework that we have endorsed as a Council body.

Vancouver City Council Policy Framework

1. ***Extend Timeline for Value Pricing Study:*** The timeline for the Value Pricing Feasibility Analysis is insufficient. Given the significance of this project to the future of the entire region, the timeline for concept evaluation and recommendation should be extended to allow for more analysis and additional public input.
 2. ***User Equity:*** Value pricing proposals should be designed to avoid or minimize impacts and distribute benefits in an equitable manner. Any revenue generated by congestion pricing should be spent on improvements within the area where it was generated, so that those paying the toll also receive the benefits of reduced peak-hour congestion, increased vehicle/person throughput, increased travel time reliability, expanded multimodal capacity, and/or improved operations on existing roadways.
 3. ***Interstate Equity:*** The OTC should not seek approval for or implement any tolling plan that disproportionately impacts residents/commuters in Southwest Washington without providing commensurate benefits in reduced peak-hour congestion, increased vehicle/person throughput, increased travel time reliability, expanded multimodal capacity, and/or improved operations on existing roadways.
 4. ***Infrastructure Funding:*** The five concepts currently under evaluation include both congestion management strategies and bottleneck relief strategies. If one of the aims of the value pricing discussion is to fund specific infrastructure projects that relieve existing bottlenecks within the region, it should include replacement of the Interstate 5 Bridge. Under any scenario, the OTC should not implement any congestion pricing strategy that negatively impacts a future Interstate 5 bridge replacement project, which we assume will require tolling to implement.
-

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

Thank you for the opportunity

to comment. Sincerely,



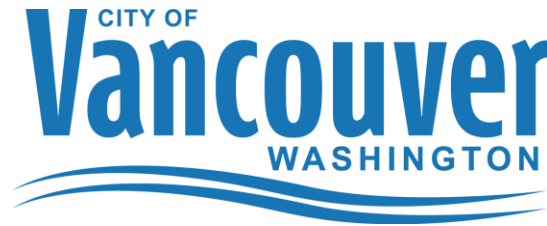
Anne McEnery-Ogle, Mayor

cc: Vancouver City Council
Chair, Marc Boldt, Clark County

Kris Strickler, WSDOT
Councilor Eileen Quiring, Clark County

P.O. Box 1995 • Vancouver, WA 98668-1995 • 360-487-8000 • TTY: 360-487-8602 •
www.cityofvancouver.us

Attachment C: 2018 Letter to Oregon Value Pricing Program Policy Advisory Committee Co-Chairs and Oregon Transportation Commission from Vancouver City Council



June 29, 2018

Mr. Sean O'Hollaren
Mr. Alando Simpson
Co-Chairs of the Portland Area Value Pricing Advisory Committee
Oregon Department of Transportation Region 1
123 NW Flanders Street
Portland, OR 97209

Ms. Tammy Baney
Chair, Oregon Transportation Commission
355 Capital Street NE
MS 11
Salem, OR 97301-3871

RE: Portland Metro Area Value Pricing Feasibility Study

Dear PAC Co-Chairs and Chair of the Oregon Transportation Commission,

The Vancouver City Council recognizes the significant impacts of highway congestion on the bi-state region. Our Council embraces the need for policymakers and agencies to work together to fund and implement improvements to the bi-state regional transportation system, including bottleneck removal and operational and multi-modal enhancements. Given the significant costs of any mitigation strategy, the Vancouver City Council is compelled to advocate on behalf of our residents for fair and equitable solutions. The current value pricing proposal under consideration will have substantial impacts on commuters from around the Portland-Vancouver Metropolitan region. For the Vancouver City Council to accept a value pricing proposal, it must provide equitable distribution of both impacts and benefits and reflect the following principles:

Regional Analysis of the Bi-State Transportation System

Coordination with metropolitan area transportation and transit related agencies, including those in Southwest Washington, must be thoughtful and ongoing throughout the planning process for any long-term change to the regional, bi-state system.

- The current tolling proposals for I-5 (Concept B) and I-205 (Concept Modified E) will have impacts on the entire regional transportation system. The impact analysis for any tolling proposal must evaluate these system-wide impacts, and should not be limited to the areas directly adjacent to tolls. This should include local street systems and highways.

- A full analysis of the regional bi-state transportation system is required to understand potential future impacts of a priced regional system (Concept C or other future options). In Oregon, this analysis must include I-84, I-405, OR-26 and OR-217, as well as all regionally significant bottlenecks, including the Interstate 5 Bridge.
- This analysis must be conducted prior to implementation of a priced system concept (Concept C or other future options), and should be the basis for determining what roadways are included in it.

Regional Mitigation

The mitigation strategy for any congestion pricing project must consider the entire regional system, be equally applicable in both Oregon and Washington, and include all impacted local street systems and highways. All impacts, both direct and indirect, must be addressed by mitigation strategies that are proportional to the impact.

- Low-income residents of SW Washington must be able to access, without additional burden, discounts or subsidies that are established as part of any tolling program.
- Mitigation strategies that focus on increased transit must apply throughout the bi-state region.

As the only transit provider that operates in both Oregon and Washington, C-TRAN will be a key partner in providing enhanced service and expanded transportation options.

- In relation to transit, ODOT staff have indicated that tolling revenues may be used to support capital improvements but cannot fund expanded transit service and operational costs.
- Prior to implementation of any value pricing concept, regulatory barriers to using tolling revenues to fund transit operations, and geographic limitations on where funding can be directed, must be remedied.

Regional Project Implementation

Tolling revenues should be used to address capacity issues throughout the bi-state region, including regionally significant bottleneck projects, transit enhancements and other multi-modal improvements. We support capacity improvements that benefit the people who pay the toll.

- In order to ensure that benefits are distributed equitably, improvements should be tied to the corridor where the revenue is generated.
- Increased transit options must be provided regardless of state of origin.
- Replacement of the Interstate 5 Bridge must be included in any discussion of bottleneck relief projects.
- Tolling revenues should be used to support capacity improvements identified in and consistent with adopted regional plans.

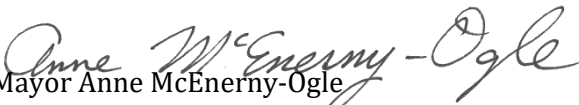
Regional Engagement

- The timeline for the Portland Area Value Pricing Feasibility Study was insufficient. In order to ensure that residents and policymakers throughout the region have the opportunity for meaningful participation, the next phase of the value pricing process must allow more time for analysis and feedback.
- The current value pricing proposal represents a significant change to our regional transportation system. Inevitable implementation glitches in a highly congested corridor could have crippling

effects on the entire system. Implementation of Concepts B and Modified E should include a high level of transparency, have comprehensive risk management strategies, and be phased to contain disruptions to small areas, with the most congested areas being transitioned last.

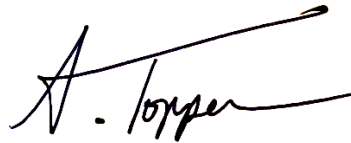
- The Oregon Transportation Commission must continue to engage with policymakers and constituencies in Southwest Washington.

Past bi-state planning and coordination has resulted in significant and equitably beneficial regional infrastructure improvements. The Vancouver City Council hopes our concerns are acknowledged and addressed and the implementation of value pricing is collaborative and equitable. This will allow future efforts to address regional transportation challenges, like replacing the Interstate 5 Bridge, to proceed in a positive, productive and expeditious manner.

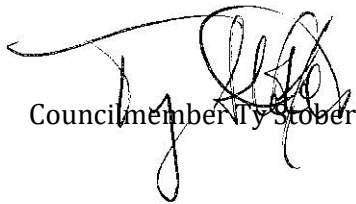

Mayor Anne McEnerney-Ogle


Mayor Pro Tem Bart Hansen


Councilmember Bill Turlay



Councilmember Alishia Topper


Councilmember Illy Stober


Councilmember Laurie Lebowsky


Councilmember Linda Glover