February 8, 2021 -

Vancouver City Council Meeting Minutes

WORKSHOPS

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

4:00-5:30 p.m. The Heights District Plan Implementation

Rebecca Kennedy, Long Range Planning Manager, 360-487-7896; Greg Turner, Land Use Manager, 360-487-7883

Summary
Staff provided Council with an update on the implementation planning for the Heights District Plan and sought feedback and direction on proposed draft standards and additional analysis needed.

5:30-6:00 p.m. Transportation Benefit District - Biennial Budgeting

Chris Malone, Public Works Finance and Asset Manager, 360-487-7711

Summary
Staff presented to the Council, sitting jointly as the Transportation Benefit District board of directors, a proposed amendment to the TBD bylaws to change the annual TBD budgeting to a biennial process, mirroring the City's biennial budget process.

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 Citizen Forum were also facilitated via the GoToMeeting conference call.

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 McEnerny-Ogle. This meeting was conducted remotely over video conference.

Present:	Councilmembers Fox, Paulsen, Lebowsky, Glover, Stober, Hansen, Mayor McEnerny-Ogle
Absent:	None

Also present on the call were the following: Eric Holmes, City Manager; Jonathan Young, City Attorney; Amanda Delapena, Assistant to the City Council; Bill Bjerke, Operations Superintendent; Tim Buck, Operations Manager; Brian Carlson, Interim Deputy City Manager; Chad Eiken, Community and Economic Development Director; Rebecca Kennedy, Long Range Planning Manager; Aaron Lande, Program and Policy Manager; Mike Lester, Assistant Police Chief; Dan Lloyd, Assistant City Attorney; James McElvain, Vancouver Police Chief; Cara Rene, Communications Director; Shannon Ripp, Support Specialist; Lisa Takach, Human Resources Director; and members of the public.

Proclamation: Black History Month

Mayor McEnerny-Ogle read and presented a proclamation to Jasmine Tolbert, President of the NAACP Vancouver Chapter, proclaiming February 2021 as Black History Month.

Citizen Communication (Items 1-8) - see general protocol above

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

- Armand Resto-Spotts, representing Centennial Real Estate Company, owner and operator of the Vancouver Mall, expressed concerns regarding Item 4 and a the proposed acquisition of the Howard Johnson building for the purpose of operating a homeless shelter. Mr. Resto-Spotts referenced a letter submitted for the record (attached) expressing concerns about and requesting a code interpretation of the permitted uses allowed within the General Commercial zone where the hotel property is located. He requested the City delay action on the interlocal under Item 4 until the Planning Official had provided the official interpretation requested.

There being no further testimony, Mayor McEnerny-Ogle closed Citizen Communication and asked the City Attorney to respond to Mr. Resto-Spotts concerns.

Jonathan Young, City Attorney, explained the request for code interpretation is a standard Community and Economic Development process, and the Planning Official will issue an official interpretation soon. Mr. Young stated similar concerns had been presented to the City in January, to which the City Attorney's Office had responded and explained that the Human Services Siting ordinance had been repealed in 2018. This repeal left no ambiguity that homeless shelters could be sited anywhere in the city where lodging is permitted, provided that tenancy is no longer than 30 days. He noted that the interlocal agreement before Council under Item 4 does not specify the expected duration of individual stays, and it is the position of the City Attorney's Office that the City is legally permitted to enter into the interlocal and doing so would not created additional legal risk for the City.

Councilmember Hansen asked if this agreement would be the only instance where the project would be before the Council. Mr. Young stated the project there would not be further Council action required on the project. Approval of the interlocal agreement authorizes the City to participate in funding the project with the VHA and the County.

Consent Agenda (Items 1-8)

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

1. Collective Bargaining Agreement with the Joint Labor Coalition (JLC) consisting of Teamsters, Local #58, IAM District Lodge #W24, Plumbers & Steamfitters and Local #290

Staff Report 023-21

Summary

The labor agreement between the City and the JLC bargaining unit expired on December 31, 2020. The parties were able to work through a collaborative process and consensual decision making on many of the provisions for a new one-year agreement. Due to the economic uncertainty experienced in 2020 as a result of the pandemic, parties entered into a one-year agreement. Parties will return to the negotiation table by summer in hopes the market and economic conditions have improved to where parties *can reasonably reach a multi-year agreement. The labor agreement is being brought to Council for approval.*

Request: Authorize the City Manager or his designee to ratify the January 1, 2021, to December 31, 2021, Collective Bargaining Agreement with the JLC, by executing the same.

Lisa Takach, Human Resources Director, 360-487-8611

Motion approved the request.

2. **Collective Bargaining Agreement with the American Federation of State, City and Municipal Employees (AFSCME), Local 307VC, AFL-CIO**

Staff Report 024-21

Summary

The labor agreement between the City and the AFSCME Local 307VC bargaining unit expired on December 31, 2020. The parties were able to work through a collaborative process and consensual decision making on many of the provisions for a new one-year agreement. Due to the economic uncertainty experienced in 2020 as a result of the pandemic, parties entered into a one-year agreement. Parties will return to the negotiation table by summer in hopes the market and economic conditions have improved to where parties can reasonably reach a multi-year agreement. The labor agreement is being brought to Council for approval.

Request: Authorize the City Manager or his designee to ratify the January 1, 2021, to December 31, 2021, Collective Bargaining Agreement with the AFSCME Local 307VC, AFL-CIO, by executing the same.

Lisa Takach, Human Resources Director, 360-487-8611

Motion approved the request.

3. **Collective Bargaining Agreement with the Office and Professional Employees International (OPEIU), Local 11, AFL-CIO**

Staff Report 025-21

Summary

The labor agreement between the City and the Office and Professional

Employees International (OPEIU), Local 11, AFL-CIO bargaining unit expired on December 31, 2020. The parties were able to work through a collaborative process and consensual decision making on many of the provisions for a new one-year agreement. Due to the economic uncertainty experienced in 2020 as a result of the pandemic, parties entered into a one-year agreement. Parties will return to the negotiation table by summer in hopes the market and economic conditions have improved to where parties can reasonably reach a multi-year agreement. The labor agreement is being brought to Council for approval.

Request: Authorize the City Manager or his designee toratify the January 1, 2021, to December 31, 2021, Collective Bargaining Agreement with the Office and Professional Employees International (OPEIU), Local 11, AFL-CIO, by executing the same.

Lisa Takach, Human Resources Director, 360-487-8611

Motion approved the request.

4. Interlocal agreement between the Vancouver Housing Authority (VHA), Clark County, and the City of Vancouver for acquisition and operation of a facility to house homeless individuals

Staff Report 026-21

A RESOLUTION authorizing execution of an Interlocal Governmental Agreement to establish a partnership between Clark County, Vancouver Housing Authority, and the City of Vancouver to acquire, renovate and operate a facility to house individuals experiencing homelessness.

Summary

In mid-2020, Clark County, with support from the City of Vancouver, applied to the Washington State Department of Commerce for a shelter program grant for funding to operate new, additional shelter capacity in Clark County. In late 2020, the grant was approved, providing approximately $2.33 million in funding to operate a shelter through June 2023, with no local funding match requirement. Building on the success of the COVID quarantine shelter that the County operated at the Motel 6, the County approached VHA about purchasing and operating a homeless shelter.

VHA considered numerous options before settling on the Howard Johnson near the Vancouver Mall. Part of the appeal of this property is that it is located near public services, employment and the Vancouver Mall Transit Center.

The new shelter will be a 63-room, non-congregate shelter for unhoused people. Those staying at the shelter will have their own private rooms and restrooms, a critical feature during the COVID-19 pandemic. Total shelter occupancy could be higher based on size of households living at shelter.

The shelter will be a continuous-stay shelter, meaning residents will not be required to leave each morning and find a place to be during the day. Services will be provided on-site for shelter residents only.

Two informational meetings have occurred for interested neighborhood residents and business owners and additional informational meetings will be scheduled once the shelter operator is on board.

When funding for the shelter runs out in 2-3 years, VHA plans to convert the facility into permanent affordable housing.

Request: Adopt a resolution authorizing the City Manager to execute an interlocal agreement between the Vancouver Housing Authority (VHA), Clark County, and the City of Vancouver for the purpose of acquiring and operating a facility to house homeless individuals, and to execute any associated documents to perfect the intent of the same.

Aaron Lande, Program and Policy Manager, 360-487-8612

Motion adopted Resolution M-4120 approving the request.

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

Staff Report 027-21

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

Summary

For more than 100 years, the City of Vancouver has operated two cemeteries: Old City Cemetery and Park Hill Cemetery. Seventeen years ago, the City received a land donation that provided the City with the opportunity to own and operate the oldest established cemetery in Clark

County, Fisher Cemetery. However, the City never updated its cemetery code to account for the third cemetery. Coupled with a recent judicial decision authorizing the City to remove a cemetery dedication of a 10-acre parcel from Park Hill Cemetery, the present time afforded staff with a ripe opportunity to examine necessary changes to the City's Cemetery Code.

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

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

1. *Enacts a definitions section to ensure consistency throughout the code, and recognizes a "lead cemetery official" to be responsible for the maintenance and operation of the cemeteries.*
2. *Places cemetery operation under the umbrella of the Department of Public Works.*
3. *Redefines the right purchased to be a right of interment instead of a deed.*
4. *Permanently delegates to staff the ability to amend prices to further Council's original intent of charging rates between 90% and 100% of similarly charged services.*
5. *Establishes regulations for disinterment (when human remains may be removed), as this was previously unregulated.*
6. *Modernizes the city's regulations for liners, graves, and memorial.*
7. *Consolidates duplicitous sections of the code for simplicity.*
8. *Eliminates provision for cremation services, which the City no longer offers.*

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

Request: On Monday, February 8, 2021, approve ordinance on first reading, setting date of second reading and public hearing for Monday, February 22, 2021.

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

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

Motion approved the request.

6. **Appointment to the Public Facilities District Board**

The Vancouver Public Facilities District Board (PFD) is a municipal corporation governed by a five-member Board of Directors. It was created by Vancouver City Council in 1999 to develop the downtown hotel and convention center. The PFD consists of two seats appointed at-large and three seats that require recommendations from outside agencies.

Committee 2 interviewed two applicants for one full-term, at-large position, and they recommend the appointment of Barry Hemphill; with his term beginning immediately and expiring November 30, 2024.

Request: Appoint Barry Hemphill to the Public Facilities District Board, term beginning immediately and expiring November 30, 2024.

Council Committee 2

Motion approved the request.

7. **Appointment to the Downtown Redevelopment Authority Board**

The Downtown Redevelopment Authority Board (DRA) serves as a citizen advisory body and makes recommendations to the City Council. The DRA is responsible for the oversight of Vancouver Hilton Hotel and Convention Center operations, finances and promotion.

Council Subcommittee 1 recently interviewed five candidates, including one seeking reappointment, for one full-term position on the board, and recommends the reappointment of Jan Robertson; with a term beginning immediately and expiring December 31, 2024.

Request: Reappoint Jan Robertson to the Downtown Redevelopment Authority, term beginning immediately and expiring December 31, 2024.

Council Committee 1

Motion approved the request.

8. **Approval of Claim Vouchers**

Request: Approve claim vouchers for February 8, 2021.

Motion approved claim vouchers for February 8, 2021, in the amount of $5,083,888.32.

Citizen Forum - see general protocol above

Prior to opening up the Citizen Forum, Mayor McEnerny-Ogle issued a statement regarding the recent officer-involved shooting of Jenoah Donald by Clark County Sheriff's Deputies.

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

- Cathryn Chudy, Vancouver, urged the Council to take quick and strong action in setting climate goals and adopting a Climate Action Plan.

- Alona Steinke, Vancouver, thanked the Council for advocating for more and better broadband access.

- Don Steinke, Vancouver, urged the Council to continue to support a moratorium on large-scale fossil fuel facilities and convert it to a permanent ban. He also expressed support for including transit options within the Interstate Bridge Replacement Project.

- Terry Ibert, Vancouver, expressed concerns about the status of the Westside Bike Mobility project and Columbia Street paving, and the budget and public process associated with that project.

- Corbin Higdon, Vancouver, expressed concerns regarding the City's regulations for accessory dwelling units (ADUs).

- Zanyah Briggs, Vancouver, expressed concerns about the use of force against people of color by local law enforcement agencies and urged the Council to take action to prevent these incidents.

- Essence Brown, Vancouver, expressed concerns about the officer-involved shooting of Jenoah Donald, and urged the City to release all information to the public.

- Jarret Byrd, Vancouver, stated it is difficult to celebrate Black History Month when Black people continue to suffer. He expressed concerns regarding use of force against people of color by local law enforcement agencies, and urged the City to implement use of body-worn cameras as soon as possible.

- Oletha Wade-Matthews, representing S.T.R.I.V.E. Clark County, urged the Vancouver Police Department to adopt the 8 Can't Wait policies and prioritize use of body-worn cameras and dash cams.

- Curt Justice, Camas, Washington, stated transparency in law enforcement is essential, and urged VPD to implement use of body-worn and dash cameras as soon as possible.

- Kate Fernald, Vancouver, representing the Heights District Neighborhood Coalition, expressed support for increased density within the core of the Heights District so that the density further out and adjacent to the surrounding neighborhoods can be decreased. She also expressed concerns about potential parking demand spilling into the neighborhoods from the Heights District development.

- James Luce, Vancouver, echoed previous comments regarding implementation of body-worn cameras by VPD officers. He also expressed concerns about the Heights District development and potential future housing being built as rental units and not encouraging homeownership. He submitted a verbal public records request for any communications between the City and developers who have expressed they would build in the Heights District if the HX zone is adopted.

- Rick Gales, Vancouver, urged the Council and City to keep in mind the priorities expressed by residents for the Heights District, including a higher parking-to-unit ratio, lower density housing and more opportunities for homeownership, and building heights comparable to the existing neighborhoods.

- Sandi McClary, Vancouver, expressed concerns that neighborhood associations were not brought into the Heights District planning discussions earlier in the process, and expressed concerns about the long-term impact the potential development of the Heights District could have on the existing neighborhoods in the area.

- Glenn Miller, Vancouver, expressed concerns about proposed Heights District development and parking standards and urged the City to ensure the plan accommodates continued use of vehicles as a primary mode of transportation.

- Janice Ritter, Vancouver, thanked staff for their work on the Heights District plan, and expressed concerns about proposed parking standards in the residential areas.

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

Adjournment

7:39 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

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

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February 8, 2021

City Council
City of Vancouver
415 West 6th Street
Vancouver, WA 98668-1995

Re: ***[Consent Agenda Item 4] Interlocal Agreement between Vancouver Housing Authority,* Clark County, and City of Vancouver**
Vancouver Mall Issues With Zoning and Request for Code Interpretation

Dear City Council:

This letter is submitted on behalf of Centennial Real Estate Company, owner and manager of the Vancouver Mall. This letter regards the Vancouver Housing Authority (VHA), Clark County, and City of Vancouver Interlocal Agreement for acquisition of the Howard Johnson hotel for operation of a homeless shelter.

We would like to draw the Council's attention to a Type I application this firm filed last week for a Request for Code Interpretation (VMC 20.255) by the City's Planning Official with respect to permitted uses within the General Commercial zone, and specifically, whether "homeless shelters" are permitted, under any level of review, at this particular site. As we have previously made known to the VHA, as well as County and City staff, there is a significant zoning issue with this proposal. The City has not adequately demonstrated how this homeless shelter is in fact permitted at this particular property. In fact, as we have noted and presented for the Planning Official's review in our Request for Code Interpretation, City Code does not clearly permit this type of use at the site at all.

Respectfully, we would like the City to review and address this critical zoning issue prior to taking any formal action on this proposal. Beyond the myriad of serious practical concerns that the Mall and many of its tenants and nearby business owners have raised with the VHA, this zoning issue highlights precisely why this shelter is inappropriately sited at this location.

For nearly 43 years, the Vancouver Mall has served as a regional hub for shopping and entertainment, and most importantly, from a municipal perspective, an established foundation and marker of economic growth and stability for the greater Clark County region. The Mall houses over 140 businesses and in 2019 alone, the Mall generated over $11 Million in sales revenue for the city and state. The economic vitality and success of the Mall is not just significant for the tenants—many of whom have noted their serious concerns about this proposal on a practical level—but represents an invaluable economic base for the City and County.

The Mall remains deeply concerned about this proposal and its potential impacts to the Mall, its tenants, and its customers. We would respectfully request that the City halt any further movement on this proposal until the zoning issues have been reviewed, analyzed, and formally addressed. At this date, they have not.

Respectfully,

JORDAN RAMIS PC

Jamie D. Howsley
Armand Resto-Spotts

Land Use Review – Development Application

Centennial Real Estate Company
Vancouver Mall

Property Owner:
Centennial Real Estate Company

Site Address:
9201 NE Vancouver Mall Drive

Request:
Request for Code Interpretation pursuant to VMC 20.255 to clarify and interpret certain zoning code provisions associated with the proposed shelter use at the identified property.

Presented To:
City of Vancouver, Washington

Submitted:
February 5, 2021

Applicant's Representative:
Jordan Ramis, PC
Jamie Howsley
jamie.howsley@jordanramis.com
Armand Resto-Spotts
Armand.Resto-Spotts@jordanramis.com

Planning Permit Application
LAND USE PRELIMINARY APPLICATION (LUP)

CITY OF Vancouver WASHINGTON

415 W 6th ST ~ Vancouver, WA 98660, P.O. Box 1995 ~ Vancouver, WA 98668, Phone (360) 487-7800

Email completed application to eplans@cityofvancouver.us

REVIEW TYPE (Check one review and one process type)

Review Type: ☒ Type I ☐ Type II ☐ Type III ☐ Type IV ☐ Tree Removal Only (nuisance or hazard)

Process Type: ☒ Standard ☐ Streamline (Type II Applications only - Pre-submittal Meeting required)

USE

☐ Single-Family	☒ Commercial	☐ Multi-family	☐ Industrial	☐ Residential
☐ Duplex	☐ Wireless Communications Facility (new) see VMC 20.890			

PROJECT INFORMATION

Site Acres:	Disturbed Acres: *N/A*	Zoning: *Gen. Comm.*	Sewer: ☐ Septic ☐ Public	Water: ☐ Well ☐ Public

Proposed # of Lots: *N/A* Dwelling Units: *Unknown*

Non-Residential Bldg. Square Footage: *Unknown* Ground Floor: *Unknown* Total of **All** Upper Floors: *Unknown*

Hard Surface Area Square Feet - New: *Unknown* Replacement: *Unknown* Total: *Unknown*

PROJECT NAME AND LOCATION

Proposed project name: *Request for Code Interpretation*

Project site address: *9201 NE Vancouver Mall Drive*	Parcel #(s): *160256005*

PROJECT DESCRIPTION

(Briefly describe the proposed project. Provide more detail in project narrative)

Request for Code Interpretation pursuant to VMC 20.255 to clarify and interpret certain zoning code provisions associated with the proposed shelter use at the identified property. See Attached Narrative.

PRIMARY APPLICANT	CONTACT
Business Name: *Centennial Real Estate Company*	Business Name: *Jordan Ramis PC*
Contact Name: *[Same as Contact]*	Contact Name: *Jamie Howsley / Armand Resto-Spotts*
Address: *[Same as Contact]*	Address: *1499 SE Tech Center Pl 380*
City/State/Zip: *[Same as Contact]*	City/State/Zip: *Vancouver, WA 98683*
Phone: *360-567-3917*	Phone: *360-567-3917*
Email: *[Same as Contact]*	Email: *armand.resto-spotts@jordanramis.com*

ELECTRONIC PLANS SUBMITTER (required) (responsible for ePlans uploading and correspondence)	**OWNER** (attached additional sheets for multiple owners)
Name: *Armand Resto-Spotts*	Name: *Unknown [private transaction]*
Address: *[Same as Contact]*	Address: *Unknown [private transaction]*
City/State/Zip: *[Same as Contact]*	City/State/Zip: *Unknown [private transaction]*
Email (required): *armand.resto-spotts@jordanramis.com*	Email: *N/A*
Phone: *360-567-3917*	Phone:

ONLINE PAYMENT

Existing ePermits User Name: *Armand Resto-Spotts* Request an ePermits Account

REQUIRED SIGNATURES

As evidenced by my signature below, I/we agree that City of Vancouver staff has my/our full permission to enter upon the subject property at any reasonable time to consider the merits of the application, to take photographs and to post public notices.

Applicant Signature: *James S. Howsley*	Date: *1/29/2021*
Property Owner Signature: Inapplicable. Request for Code Interpretation.	Date:

LUP APPLICATION SUB TYPES

Please check all applicable applications and information where necessary

- ☐ **Airport Height Overlay District**
- ☐ **Archaeological Pre-determination**
- ☐ **Binding Site Plan**
- ☐ **Boundary Line Adjustment**
  # of lots to be adjusted:
- ☐ **Comprehensive Plan Amendment**
  (Including Zone Map Amendment with Comp Plan)
- ☐ **Conditional Use Permit**
  - ☐ Initial (Type III) (Comm. Centers, Group Meal Service, Shelters)
  - ☐ Major Modification (Type III)
  - ☐ Minor Modification (Type I)

  Engineering Review Required ☐Yes ☐No
- ☐ **Covenant Release**
- ☐ **Critical Areas** (not used when in Shoreline)

  Check one ⟶ ☐ Duplex/Single Family ☐ All Other Uses

  Check one ⟶ ☐ Permit ☐ Statement of Exemption (No Fee)

  Check the applicable critical area(s)
  - ☐ Fish & Wildlife
  - ☐ Frequently Flooded
  - ☐ Geological Hazards
  - ☐ Wetlands
  - ☐ Minor Exception (not common)
  - ☐ Reasonable Use (not common)
- ☐ **Design Review**
  - ☐ Exterior Modification Only
  - ☐ All Others
- ☐ **Development Agreement**
  - ☐ Initial
  - ☐ Modification
  - ☐ Extension
- ☐ **Historic Preservation**
- ☐ **Legal Lot Determination**
  # of lots to be reviewed:
- ☐ **Master Plan/Public Facilities MP**
  - ☐ Conceptual (without Site Plan Review)
  - ☐ Detailed (with Site Plan Review)
  - ☐ Hybrid (Some areas with Site Plan Review)
- ☐ **Planned Development**
  - ☐ Commercial
  - ☐ Residential
  - ☐ Mixed Use*

  *Ground Floor SF: *Unknown* Upper Floor SF:
- ☐ **Plat Alteration**
- ☐ **Post Decision Review/Modification**
  (Includes Planned Development/Master Plan Modifications)

  ☐ Type I ☐ Type II ☐ Type III

  Engineering Review Required ☐Yes ☐No
- ☐ **Road Modification**
  - ☐ Minor (Administrative)
  - ☐ Technical (Minor)
  - ☐ Major (Design)

  Submitted: ☐Before ☐After Decision
  (submitted after decision is not common)
- ☐ **Shoreline Permits**
  - ☐ Substantial Development Permit
  - ☐ Shoreline Permit Exemption (no fee)
  - ☐ Shoreline Conditional Use
  - ☐ Shoreline Variance
- ☐ **Site Plan Review** ☐ Type I ☐ Type II

  Check Use Type below
  - ☐ Residential
  - ☐ Non-Residential
  - ☐ Qualified Planned Action
  - ☐ Unoccupied Commercial/Utility Structure
  - ☐ Commercial Pad
  - ☐ Land Extensive

  Stormwater ☐ Yes ☐ No Transportation ☐ Yes ☐ No
- ☐ **State Environmental Policy Act (SEPA)**

  ☐ Check if for Single-Family Residential house (only)
  - ☐ Residential Site Plan Review (SPR)
  - ☐ Grading Only
  - ☐ Subdivision or Planned Development
  - ☐ Non-Project Actions (not common)
  - ☐ All Other (Includes Comm/Indust SPR)
  - ☐ Qualified Planned Action

  (When more than one applies check All Other)
- ☐ **Subdivision/Short Subdivision**
  - ☐ Short Subdivision (2-9 lots)
  - ☐ Subdivision (10+ Lots)
- ☐ **Similar Use Determination**
  - ☐ Commercial/Industrial
  - ☐ Unforeseen Emergency
  - ☐ Seasonal or Special Event
  - ☐ Model Home or Sales Office
- ☐ **Tree Plan**
  Enter Tree Plan Level (1 to 7):
  (Tree Removal for nuisance or hazard tree(s) is Level 3)
- ☐ **Variance**

  ☐ Check if for Single Family Residential house
  - ☐ Type I - # requested:
  - ☐ Type II - # requested:

  Stormwater ☐ Yes ☐ No Transportation ☐ Yes ☐ No
- ☐ **Zoning Certificate**
- ☐ **Zoning Map Amendment**
  (Not involving Comprehensive Plan Amendment)
- ☐ **Zoning Verification**
- ☒ **Request for Code Interpretation**

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LEGAL MEMORANDUM

TO: Greg Turner, Land Use Planning Manager

FROM: Jamie Howsley
Armand Resto-Spotts

DATE: February 5, 2021

RE: Request for Code Interpretation Narrative
File No. 55348-78945

This request for code interpretation (the "Request") pursuant to Vancouver Municipal Code ("VMC" or "City Code") 20.255 seeks clarification of City Code provisions pertaining to homeless shelters and Commercial and Transient Lodging uses. Applicant respectfully requests that the Planning Official review, interpret, and clarify the scope of "Commercial and Transient Lodging" uses, as classified under VMC 20.160.020(C)(1), specifically regarding "homeless shelters where tenancy is typically less than one month." Additionally, in the context of this review, Applicant requests that the Planning Official clarify the meaning of "typically" under that defined use.

> ***VMC 20.160.020(C)(1) Commercial and Transient Lodging.*** *Residential facilities such as hotels, motels, rooming houses, bed-and-breakfast establishments, and <u>homeless shelters where tenancy is typically less than one month</u>. May include accessory meeting, convention facilities, and food preparation and service.*

<u>Background Context</u>

Applicant is the owner and manager of the Vancouver Mall. Applicant, as well as countless tenants and other business owners around the mall area, have appeared at the recent Vancouver Housing Authority (VHA) neighborhood sessions discussing the proposed homeless shelter at the Howard Johnson hotel site.

Applicant, through legal counsel, wrote to the VHA, as well as City and County staff associated with the project, of its concerns and issues with respect to zoning for this proposed use in the General Commercial (GC) zone. Specifically, as Applicant noted, City Code does not expressly define "homeless shelter," especially a shelter like this proposed use, which is designed for residents to stay for a longer period of time. The "Commercial and Transient Lodging" use, which is permitted outright in the GC zone, includes "homeless shelters where tenancy is typically less than one month." VMC 20.160.020(C)(1); 20.430.030-1. However, the proposed shelter has not been defined or described as limiting tenancy to less than a month—much less limiting tenancy to any specific term.

At both neighborhood sessions, the VHA has confirmed that the residents are living on site and will not be coming-and-going on a frequent basis. In the Interlocal Agreement, it is described that the shelter facility will "provide up to 63 non-congregate, *continuous stay rooms* for the homeless." *See* Attachment B, at 2. The facility will operate 24-7 and the provider will be required to provide "quarterly progress reports," which include individual case management updates. *See* Attachment B, at 4-5.

Despite these clear statements of intent and scope of the proposed use, the City has responded to Applicant's concerns by noting simply that the "Commercial and Transient Lodging" classified, which includes "homeless shelters where tenancy is typically less than one month", is a permitted use in the GC zone.

Code Interpretation Questions Presented

The City has not addressed the primary zoning question presented: whether a homeless shelter, like the one proposed here, is properly classified under a "Commercial and Transient Lodging" classification, which allows for shelters only where "tenancy is typically less than one month."

Applicant respectfully requests that the Planning Official interpret and clarify the scope of "Commercial and Transient Lodging" uses, specifically for "homeless shelters where tenancy is typically less than one month," with an emphasis on what "typically" means. VMC 20.160.020.

The sole reference to a "homeless shelter," especially within the GC zone allowed uses, is within the "Commercial and Transient Lodging" classification. VMC 20.440.030. "Homeless shelters where tenancy is typically less than one month" is included within that classification. VMC 20.160.020. The shelter use is clearly limited by this qualifying language of the term for tenancy.

Interpretations under City Code employ the "normal and customary meaning" of words, unless separately defined. VMC 20.255.030(A). The Merriam-Webster dictionary defines "typically" as "on a typical occasion" or "in a typical manner."[1] "Typical" is defined as "combining or exhibiting the essential characteristics of a group" or "conforming to a type.[2]

Accordingly, a basic understanding of this adverb as used within the City Code's scope of a homeless shelter use would mean that tenancy of "less than one month" is the "essential characteristic" of that type of shelter. In other words, "typically" does not mean some non-majority of the time—i.e., so long as a couple residents stay less than one month the shelter is properly classified. Rather, "typically" means the homeless shelter is fundamentally defined by tenancy that is less than one month.

Based on what the VHA proposes for this shelter, tenancy is not "typically" less than one month. In fact, tenancy is typically *more* than one month. *See e.g.* Attachment B, at 2 ("continuous stay rooms); at 4 (24-7 operating facility); at 5 (*quarterly* progress reports on individual case management). Based on the information provided to the public, and within the Interlocal Agreement itself, the proposed shelter is by definition outside the scope of this defined "Commercial and Transient Lodging" use.

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[1] Typically." *Merriam-Webster.com Dictionary*, Merriam-Webster, https://www.merriam-webster.com/dictionary/typically. Accessed 2 Feb. 2021.
[2] "Typical." *Merriam-Webster.com Dictionary*, Merriam-Webster, https://www.merriam-webster.com/dictionary/typically. Accessed 2 Feb. 2021.

The City's position that the proposed shelter is nonetheless included within this use classification is flawed. Foremost, it completely reads out the term "typically" from the definition. There would be no reason to include "typically"—or even any term for tenancy—if any shelter with any proposed tenancy terms was allowed under this classification.[3] It would be better stated to simply provide that "homeless shelters" are properly included under the "Commercial and Transient Lodging" classification. The Code does not, however, state that in such general terms. The word "typically" is a qualifying term for the scope of tenancy at the shelter. Allowing any term of tenancy, or even just some number of residents to stay longer than a month, effectively renders the term "typically" meaningless in this definition, which is to be avoided in statutory construction. *See City of Spokane Valley v. Spokane Cnty.*, 145 Wn. App. 825, 831, 187 P.3d 340 (2008) ("Statutes must be read so that each word is given effect and no portion of the statute is rendered meaningless or superfluous."; *Whatcom Cnty. v. City of Bellingham*, 128 Wn.2d 537, 546, 909 P.2d 1303 (1996). City Code expressly adopts this rule of construction. VMC 20.255.030(L) ("*Superfluous words*. No clause or individual words of the Code should be deemed superfluous.") and (M) (binding case law).

Additionally, as suggested by the City's response, conversion of this shelter use to some transitional housing a future date has no bearing on the present zoning question presented. However, if the City's position is that this shelter use could be considered another use under code, like "multi-family" or "group living" use, then the City must clarify that and proceed under the respective permitting provisions for that use.

Applicant, today, is concerned with the shelter proposal because it does not fit squarely within any outright permitted use within the GC zone. And more specifically, as stated by the VHA and City, the shelter proposal does not fit within the "Commercial and Transient Lodging" classification, because tenancy is not "typically less than one month."

Applicant respectfully requests that the Planning Official clarify the scope of this type of shelter use in the "Commercial and Transient Lodging" classification.

[3] It should be noted that this is precisely the state of the VHA's proposed shelter today: that there is no limiting term for tenancy.

2021 Project Solicitation Process and Action Plan

Community Development Block Grant (CDBG),
HOME Investment Partnerships Program
Affordable Housing Fund (AHF)

March 1, 2021

Vancouver City Council Workshop

Peggy Sheehan, Community Development Programs Manager

Bryan Monroe, Associate Planner

Andrew Westlund, Assistant Planner

Presentation Overview

- NOFA Process
- Funding Sources and Background
  - CDBG and CDBG-CV
  - HOME programs
  - AHF
- CDBG,CDBG-CV and HOME recommendations and Action Plan
- AHF funding recommendations
- Next steps: April 5^{th} Hearing to Allocate Funds

CITY OF Vancouver WASHINGTON

Application Timeline and Process

FALL 2020
Application

WINTER 2021
Community Prioritization

SPRING 2021
Council Approval

SPRING 2021
HUD Approval

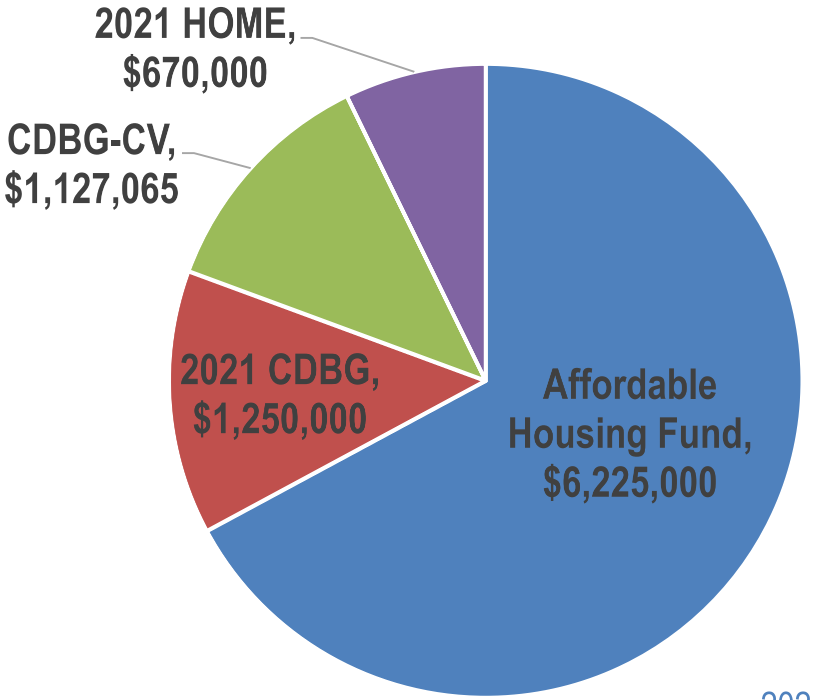
SUMMER 2021
Contracting

2021 Project Solicitation

- Applications solicitated October through December 2020
- $9,272,065 available for projects
- Funds through 2021 CDBG & HOME, CDBG-CV and 2020 & 2021 AHF
- Project types:
  - Housing Projects
  - Rental Assistance/Housing Services
  - Public Services
  - Business Assistance/Public Facilities

Summary of Fund Sources for Awards

Total Funds to Award: $9,272,065



Funding Sources: CDBG

Community Development Block Grant (CDBG)

- Benefits low- to moderate-income people (80% median income) by funding projects that revitalize neighborhoods, increase affordable housing, expand economic opportunities, and improve community facilities and provide services.
- *Estimated Amount to be awarded: $1,250,000 for program year 7/1/2021-6/30/2022*

CDBG-CV funds for COVID-19 response

- Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act includes $5 billion in additional CDBG funds (CDBG-CV)
- Purpose is to prevent, prepare for, and respond to COVID-19
- City has received an additional **$1,127,065** in CDBG-CV funds
    - Funding to be added to 2020 Action Plan, which allows projects to proceed upon City Council approval
    - Funding can be used over the next three years

City of Vancouver Washington

Funding Sources: HOME

HOME Investment Partnerships Program

- Supports activities that build, buy and/or rehabilitate affordable housing for rent or homeownership or provide direct rental assistance to low-income people.
- Housing assisted with HOME funds must serve people earning up to 60% AMI (rental units) or 80% AMI (homeowner units).
- *Estimated amount to be awarded: $670,000*

Funding Sources: Affordable Housing Fund

AHF

- Used for acquisition, construction and rehabilitation of rental housing and shelter operations
- Available funding is from levies collected in 2020 and 2021
- Must serve residents earning up to 50% AMI
- 2020 and 2021 funds available for:
  - Construction projects: $5,625,000
  - Temporary Shelter: $600,000
  - **Total: $6,225,000**

CITY OF Vancouver WASHINGTON

Prioritization Criteria from Application

- Clearly defined scope, location, need, budget, and goals
- Align with 2019-23 Consolidated Housing and Community Development Plan Goals
- Can begin as soon as funds are available
- Demonstrated capacity to carry out the project successfully
- Method for program evaluation and tracking
- Identified community need and support
- Address equity regarding race or ethnicity
- Impact a significant number of low- and moderate-income persons
- Maximize the use of outside funds
- Coordinate with other public and private efforts

I. 2021 Action Plan

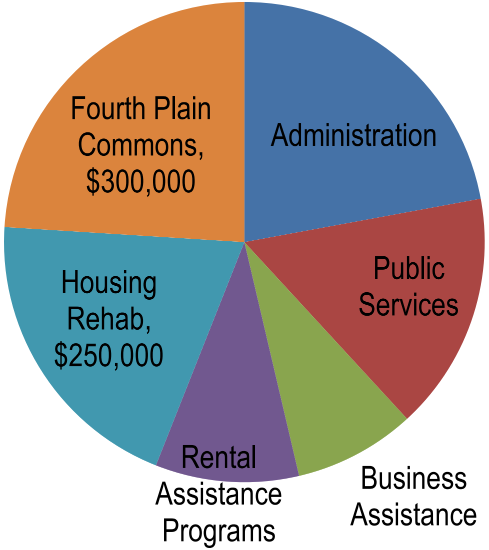
CDBG, CDBG-CV and HOME Project Recommendations

Regular entitlement funds estimates
$1,250,000 CDBG and $670,000 HOME
Available to contract starting July 1, 2021

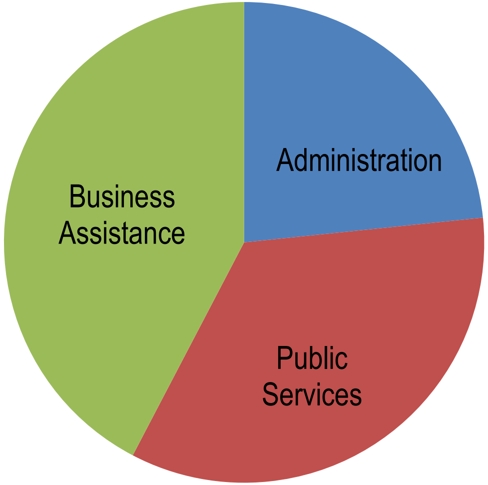
$1,127,065 CDBG-CV Round 3
Available upon signing HUD Agreement

Summary of funding sources and uses

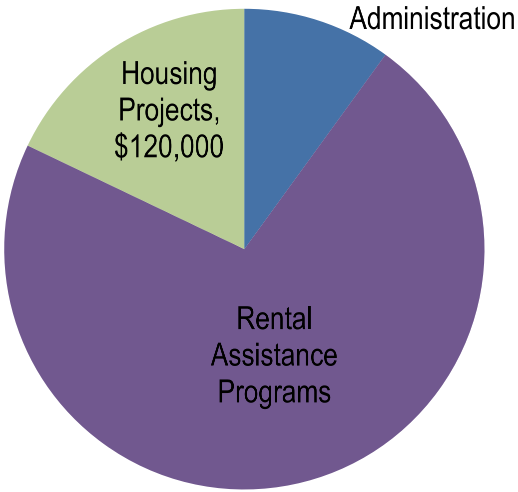
2021 CDBG: $1,250,000*



CDBG-CV: $1,127,065



2021 HOME: $670,000*



Administration: $606,591
Public Services: $587,484
Business Assistance: $579,240
Rental Assistance Programs: $603,750

*HOME & CDBG total amounts are estimates

Action Plan addresses immediate COVID-19 impacts

Use of 2021 CDBG, CDBG-CV and HOME funds	Role in COVID-19 response
Public Services	• Support increased need for services and resource connection due to loss of income, higher instances of mental health crises, and increased rental debt • Programs will support individuals through case management, access to basic needs, and gaining or maintaining stable housing
Business Assistance	• Assistance to small business through business skills technical assistance • Support new and existing small businesses and help them respond to negative impacts of COVID • Financial counseling to help microbusiness owners manage financial stressors • Business assistance providers will participate in mandatory monthly coordinating meetings
Rental Assistance/Services	• Responds to economic impacts of COVID; these programs address immediate affordability by providing rental assistance and self-sufficiency services
City Housing Rehabilitation Program	• Assists low-income homeowners experiencing financial instability with critical repairs needed to remain in their homes

2021 CDBG & HOME Action Plan Project Outcomes

2124 people receiving public services

525 businesses receiving technical assistance

1 housing unit built or preserved

85 households receiving rental assistance

Public Services – CDBG & CDBG-CV*

Sponsor	Recommended Funding	Individuals Served
Boys and Girls Club of SW Washington	$50,000	135
Bridgeview Housing	$41,787	650
Council for the Homeless	$75,000	134
Faith Partners for Housing	$50,701	40
Janus Youth Programs. Inc.	$75,000	115
New Life Friends Church	$75,000	100
NW Furniture Bank	$20,000	480
Partners in Careers	$74,996	80
Restored and Revived	$75,000	40
Share	$50,000	350
Totals	**$587,484**	**2124**

Small Business Assistance- CDBG & CDBG-CV*

Agency	Recommended Funding	Businesses Served
Clark College	$188,825	40
Vancouver Chamber of Commerce	$125,000	275
Hispanic Metropolitan Chamber of Commerce	$75,000	30
Mercy Corps Northwest	$88,215	100
Partners in Careers	$77,200	80
Total	**$554,240**	**525**

CITY OF Vancouver WASHINGTON

Public Facility Improvements- CDBG

Project	Sponsor	Recommended Funding	Individuals Served
Harmony Sports Complex Bathroom Remodel	Washington Timbers FC	$25,000	5000

Housing Projects- HOME

Project	Sponsor	Recommended Funding	60% AMI Units Produced
PeaceHealth Family Housing	Mercy Housing	$120,000	1

- Mercy Housing meets the HOME CDHO requirements

Housing Services and Rental Assistance

Agency	Recommended CDBG Award	Recommended HOME Award	Est. Households Served
Janus Youth	$32,000	$128,000	30
Second Step Housing	$25,000	$100,000	20
Consumer Voices are Born, Inc.	$18,000	$72,000	10
Second Step Housing	$17,000	$68,000	10
Share	$28,750	$115,000	15
TOTAL	**$120,750**	**$483,000**	**85**

City Set-Asides for Admin and Projects

Project	Recommended Funding
Administration and Implementation (CDBG)	$276,349
Administration and Implementations (CDBG-CV)	$263,242
Administration (HOME)	$67,000
Housing Rehabilitation Project (CDBG)	$250,000
Fourth Plain Commons Community Center (CDBG) –Will be combined with $300,000 of unused 2017 and 2018 CDBG funds	$300,000
Total Recommended for City Set-Aside Funding	**$1,156,591**

CITY OF Vancouver WASHINGTON

No Funding Available

Project	Sponsor	Amount Requested
Restored and Revived Family Services and Youth Camps	Restored and Revived	$75,000
Restored and Revived Rental Housing Assistance	Restored and Revived	$58,000
Lord's Gym Distant Learning Program Education Support Program	New Life Friends Church	$75,000
TBRA for Recovery	Lifeline Connections	$79,200
Pathway of Hope	The Salvation Army	$250,000

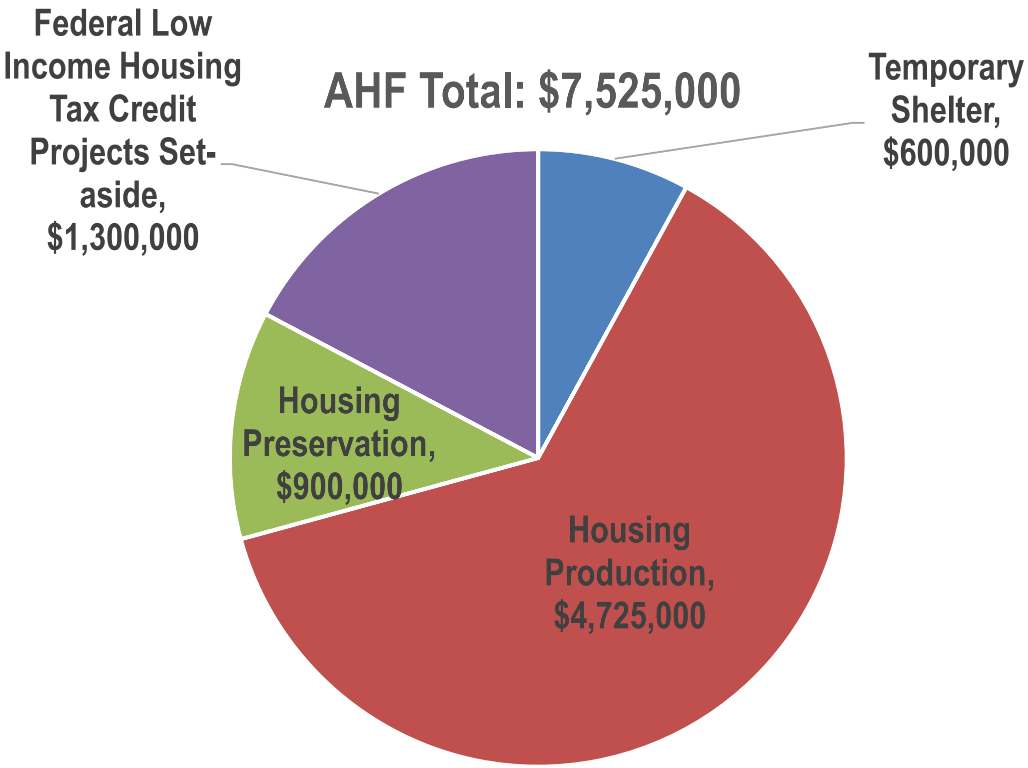
II. Affordable Housing Fund (AHF)
Housing Production, Preservation and Temporary Shelter Projects

$5,625,000 for construction
Available to spend upon Council approval and contractor readiness

$600,000 available for Temporary Shelter Operating

$1,300,000
Set Aside for Federal Low Income Housing Tax Credit Projects

AHF Summary of Funding and Uses



Temporary Shelter Projects- AHF

Project	Recommended Funding	Individuals Served
Outsiders Inn at St. Paul Shelter	$202,277	175
Share's WHAT Shelter	$200,250	75
XChange Recovery From Homeless to Recovery and Sustainability Phase 2	$197,473	350
Temporary Shelter Award Totals	**$600,000**	**600**

Housing Projects- AHF

Project	Recommended Funding	AMI Eligible Units
Ginn Gives 65th Avenue Apartments	$975,000	13
Ginn Gives 138th Ave Townhomes	$225,000	3
Lifeline Connections Recovery Home for Mothers	$125,000	9
Mercy Housing PeaceHealth Family Housing	$200,000	3
Proud Ground Permanently Affordable Homeownership	$250,000	3
Second Step Housing - Acquisition	$900,000	26
Minority Coalition Property Acquisition	$300,000	3
Vancouver Housing Authority Fruit Valley Commons-Modernization	$700,000	18
Vancouver Housing Authority 31st St. Tiny Home Project	$250,000	4
Vancouver Housing Authority Central Park Preservation	$200,000	5
Vancouver Housing Authority Fourth Plain Commons	$1,500,000	20
Housing Projects Award Totals	**$5,625,000**	**107**

Council action requested April 5, 2021

Public hearing for 2021 Action Plan and CDBG-CV

- Approve 2021 Action Plan
  - $1,250,000 CDBG
  - $670,000 HOME
- Approve use of CDBG-CV funds ($1,125,413) to amend 2020 Action Plan for immediate use
- Approve use of Affordable Housing Fund for Housing and Temporary Shelter projects
  - $5,625,000 for Housing Production and Preservation
  - $600,000 for Temporary Shelter
  - $1,300,000 set aside for Tax Credit projects

Questions and Discussion

- **Peggy Sheehan**, Community Development Programs Manager
- peggy.sheehan@cityofvancouver.us, 360-487-7952

City of Vancouver Washington

Recommendations for 2021 CDBG, CDBG-CV, 2021 HOME and Affordable Housing Funds

Project	Sponsor	Amount Requested	Recommended Funding	Funding Source	Individuals Served	Project Description/COVID-19 Response
PUBLIC SERVICES - (Must be COVID related)						
Youth Violence Prevention and Intervention	Boys and Girls Club of SW Washington	$50,000	$50,000	CDBG-CV	135	Violence prevention for vulnerable youth. Due to COVID-19, additional resources and adapted services are needed to serve these youth and their families.
Outreach and Navigation Services	Bridgeview Housing	$41,787	$41,787	CDBG-CV	650	Community resource connection for families in crisis. Due COVID-19, there have been increased calls about domestic violence, addiction, and mental health.
Dynamic Diversion	Council for the Homeless	$75,000	$75,000	CDBG-CV	134	Help households identify and address their housing barriers and move into new, stable homes.
Home Share Program	Faith Partners for Housing	$50,701	$50,701	2021 CDBG	40	Allow for individuals to gain safe and affordable housing while they find long term housing.
Oak Bridge Case Management	Janus Youth Programs. Inc.	$75,000	$75,000	CDBG-CV	115	Case management for youth experiencing homelessness. COVID-19 has increased mental health crisis instances, child abuse and other risk factors.
Lord's Gym Recovery Program	New Life Friends Church	$75,000	$75,000	2021 CDBG	100	Provide housing services to individuals in recovery.
Mattress Project	NW Furniture Bank	$20,000	$20,000	CDBG-CV	480	Support families effected by COVID-19 by providing furniture to allow funds to be used for basic needs.
The Plaza at Fruit Valley Village -Community Garden Staffing	Partners in Careers	$74,996	$74,996	CDBG-CV	80	Provide farming and nutrition education for individuals in Fruit Valley who are experiencing increased food insecurity and poverty rate due to COVID-19.
Restored and Revived Mentorship Program	Restored and Revived	$75,000	$75,000	2021 CDBG	40	Mentorship to individuals transitioning into the community from jails and institutions with groups, fitness classes, and case management.
Share Outreach	Share	$50,000	$50,000	CDBG-CV	350	Help individuals experiencing homelessness access needed services.
Total of Projects Not Selected at this Time (Listed Below)		$150,000	-	-	-	
Total 2021 CDBG Awarded		-	$200,701	-	-	
Total CDBG-CV Awarded		-	$386,783	-	-	
Public Services Award Totals		$737,484	**$587,484**	-	**2124**	

Project	Sponsor	Amount Requested	Recommended Funding	Funding Source	Businesses Served	Project Description/COVID-19 Response
Business Assistance/						
Clark East- SND Business Support Framework	Clark College	$188,825	$188,825	CDBG-CV	40	Individualized business counseling that addresses the persistent inequities on systemically non-dominant small business owners.
Small Business Assistance	Greater Vancouver Chamber of Commerce	$125,000	$125,000	CDBG-CV	275	Services to assess needs, provide tools and resources appropriate to the business.
Small Business Technical Assistance Program	Hispanic Metropolitan Chamber of Commerce	$75,000	$75,000	CDBG-CV	30	Technical Assistance to Hispanic small businesses with a cultural and linguistic focused lens.
Vancouver Small Business Recovery	Mercy Corps Northwest	$88,215	$88,215	CDBG-CV	100	Assist small businesses in recovery through education, financial literacy and opportunity and events.
Fruit Valley Village - Microenterprise Support	Partners in Careers	$77,200	$77,200	2021 CDBG	80	Micro-enterprise training to support pop-up markets and new business development.
Total 2021 CDBG Awarded		-	$77,200	-	-	
Total CDBG-CV Awarded		-	$477,040	-	-	
Business Assistance Award Totals		$554,240	**$554,240**	-	**525**	

Project	Sponsor	Amount Requested	Recommended CDBG Funding	Individuals Served	Project Description
Non-Profit/Public Facility Improvement					
Harmony Sports Complex Bathroom Remodel	Washington Timbers FC	$25,000	$25,000	5000	Complete remodel of the only two bathrooms on site.
Public Facility Award Totals		$25,000	**$25,000**	**5000**	

Project	Sponsor	CDBG Services Requested	HOME Assistance Requested	CDBG Funding	HOME Funding	Households	Project Description
Housing Services and Rental Assistance							
HARPS Enhanced Sustainability Project	Consumer Voices Are Born Inc.	$110,944	$139,056	$18,000	$72,000	10	Rental assistance and services to support individuals with significant behavioral and mental health concerns.
Nest-TRBA	Janus Youth Programs, Inc.	$60,000	$100,000	$32,000	$128,000	30	Rental assistance and services for youth at risk of experiencing homelessness.
Second Step Housing -- Transitional Housing Program	Second Step Housing	$30,000	$95,000	$25,000	$100,000	20	Rental assistance and services for families or individuals who have lost income or housing status due to COVID-19.
Second Step Housing -- TBRA Program	Second Step Housing	$20,000	$65,000	$17,000	$68,000	10	Rental assitance and services fo homeless families or individuals
Share ASPIRE	Share	$50,000	$200,000	$28,750	$115,000	15	Rapid rehousing through rental assistance and housing services
Total of Projects Not Selected at this Time (Listed Below)		$81,200	$306,000	-	-	-	
Housing Services and Rental Assistance Award Totals		$352,144	$905,056	**$120,750**	**$483,000**	**85**	

Project	Sponsor	Amount Requested	Recommended AHF Funding	Individuals Served	Project Description
Temporary Shelter Projects					
Outsiders Inn at St. Paul Shelter	Outsiders Inn	$243,000	$202,277	175	25-27 bed men's shelter at St. Paul Lutheran Church
Share's WHAT Shelter	Share	$200,250	$200,250	75	Staff, beds, showers, laundry facilities, and supportive services for 18 single women experiencing homelessness.
From Homeless to Recovery and Sustainability Phase 2	Xchange Recovery	$197,473	$197,473	350	Peer support and housing fees for individuals in recovery experiencing homelessness
Temporary Shelter Award Totals		$640,723	**$600,000**	**600**	

Project	Sponsor	Amount Requested	Recommended AHF Funding	AMI Eligible Units	Project Description
Housing Projects					
65th Avenue Apartments	Ginn Gives	$975,000	$975,000	13	New 50-unit affordable rent apartment building located at 2929 NE 65th Avenue
138th Ave Townhomes	Ginn Gives	$225,000	$225,000	3	Nine affordable townhouse apartments located at the northwest corner of NE 138th Ave. and NE 18th Street.
Recovery Home for Mothers	Lifeline Connections	$125,000	$125,000	9	Establish a home for women with substance use disorders who have young children in their care.
PeaceHealth Family Housing	Mercy Housing	$200,000 HOME $120,000	$200,000 HOME $120,000	3 1 HOME	Housing complex for low/moderate income individuals near the PeaceHealth campus on Fourth Plain
Permanently Affordable Homeownership	Proud Ground	$250,000	$250,000	3	Down payment assistance for 3 low/mod income households
Second Step Housing - Acquisition	Second Step Housing	$900,000	$900,000	26	Purchase existing market-rate rental units to be converted to affordable housing units.
Property Acquisition for AFH housing SMI homeless individuals	The Minority Coalition	$300,000	$300,000	3	Acquire a house for chronically homeless individuals with Severe Mental Illness
Fruit Valley Commons-Modernization	Vancouver Housing Authority	$700,000	$700,000	18	Exterior renovation and site enhancements at Fruit Valley Commons.
31st St. Tiny Home Project	Vancouver Housing Authority	$250,000	$250,000	4	Tiny home project producing 4 City restricted affordable units.
Central Park Preservation	Vancouver Housing Authority	$200,000	$200,000	5	Preservation project to maintain housing for homeless veterans and individuals experiencing mental health concerns
Fourth Plain Commons	Vancouver Housing Authority	$1,500,000	$1,500,000	20	Development of 20 affordable units on Fourth Plain corridor
Housing Project HOME Award Totals		$120,000	$120,000	1	
Housing Project AHF Fund Totals		$5,625,000	$5,625,000	107	
Housing Projects Award Totals		$5,745,000	**$5,745,000**	**108**	

Project	Sponsor	Recommended Funding	Description
City Set Aside Funds (Not in NOFA)			
Administration and Implementation (CDBG)	City of Vancouver	$276,349	20% of estimated award plus implementation
Administration (CDBG-CV)	City of Vancouver	$263,242	20% of award plus implementation
Administration (HOME)	City of Vancouver	$67,000	10% of estimated award
Housing Rehabilitation Project	City of Vancouver	$250,000	
Fourth Plain Commons Community Center	City of Vancouver	$300,000	Set aside for City priority project
Total Recommended for City Set-Aside Funding		$1,156,591	

Project	Sponsor	Amount Requested	Comments
NOT FUNDED			
Lord's Gym Distant Learning Program Education Support Program	New Life Friends Church	$75,000	No Funds Available
Restored and Revived Family Services and Youth Camps	Restored and Revived	$75,000	No Funds Available
Restored and Revived Rental Housing Assistance	Restored and Revived	$58,000	No Funds Available
TBRA for Recovery	Lifeline Connections	$79,200	No Funds Available
Pathway of Hope	The Salvation Army	$250,000	No Funds Available

CITY OF Vancouver WASHINGTON

MEMORANDUM

DATE: March 1, 2020

TO: Mayor and City Council

FROM: Mike Lester, Assistant Chief, VPD

RE: **VPD Drug Enforcement Activities**

CC: Eric Holmes, City Manager

This memo is intended to provide Mayor and Council background information relevant to the March 1, 2021, Council workshop on VPD Drug Enforcement Activities.

The Vancouver Police Department conducts narcotic investigations at different levels within the organization. Some investigations are conducted at the patrol level during traffic stops and calls for service, other investigations are conducted as part of an officer/detective job duties related to the unit they are assigned. An example would be the Clark/Vancouver Drug Task Force, Safe Streets Task Force or the Neighborhood Response Team.

There is no one size-fits-all approach to addressing substance abuse in our community. This is a social issue that has been address through various and changing means over the past several decades. While it has continued to be handled by law enforcement practices, the emphasis has changed toward treatment and counseling programs versus incarceration where situations make the best sense. Today, we work cooperatively with our law enforcement partners, courts, and social services to address this issue in a holistic, integrated, and partnership-based approach. The below information will provide additional information on mission statements, drug definitions, relevant terminology, and the relationship between drugs and crime.

Clark-Vancouver Drug Task Force

- Goals
    - The Clark-Vancouver Regional Drug Task Force (CVRDTF) prioritizes investigations to reach the following goals:
        - To identify, investigate, and disrupt or dismantle drug trafficking organizations working in and through Clark County. To initiate and conduct investigations of

mid and upper-level drug traffickers. To facilitate investigation and problem-solving efforts relating to neighborhood drug problems. To promote the following

- inter-agency cooperation.
- interdisciplinary cooperation fighting drugs in our communities.
- collect, analyze and disseminate intelligence information relating to illegal drug activities.
- to be an educational and information resource for our community partner.

- Vision
  - Drug free communities
- Mission
  - It is the mission of the Clark-Vancouver Regional Drug Task Force to work proactively and collaboratively with our community partners to eliminate illegal drugs in Clark County with Professionalism, Integrity, Responsiveness and Enthusiasm.

Safe Streets Task Force

- **Mission**
  - The mission of the FBI Safe Streets Task Force (SSTF) is to identify and target, for prosecution, criminal enterprise groups responsible for drug trafficking, money laundering, crimes of violence such as murder and aggravated assault, robbery, violent street gangs, and violent fugitives.

Neighborhood Response Team

- **Mission**
  - The Neighborhood Response Teams (NRT) address community livability issues through focused and proactive enforcement. As a street level investigative team, they support both patrol and other investigation units as needed.

Drug Definitions and Current Trends

Heroin

- Heroin is an opioid drug made from morphine, a natural substance taken from the seed pod of the various opium poppy plants grown in Southeast and Southwest Asia, Mexico, and Columbia. Heroin can be white or brown powder, or a black sticky substance kwon as black tar heroin. In 2019, the National Center for Health Statistics (NCHS) reported 46,802 overdose deaths involving opioids.

Methamphetamine

- Methamphetamine is a powerful, highly addictive stimulant that affects the central nervous system. Crystal methamphetamine is a form of the drug that looks like glass fragments or shiny, bluish-white rocks. It is chemically similar to amphetamine, a drug used to treat attention-deficit hyperactivity disorder (ADHD) and narcolepsy, a sleep disorder. According to the Department of Justice, high doses of methamphetamine may result in death from stroke, heart attack, or multiple organ problems caused by overheating.

Fentanyl

- Fentanyl is a powerful synthetic opioid that is similar to morphine but is 50 to 100 times more potent. It is a prescription drug that is also made and used illegally. Additionally, Counterfeit pain pills and sedatives are flooding the illegal drug market and causing a significant number of fatal overdose deaths. These dangerous substances contain fentanyl, a powerful opioid 100 times more potent than morphine. Supplied by Mexican drug cartels, or coming directly from China, these pills look identical to legitimate medications such as hydrocodone, Xanax or other medications often prescribed for pain or anxiety. Based on a sampling of tablets seized nationwide in 2019, DEA found that 27 percent contained potentially lethal doses of fentanyl.

Relevant Terminology

- Drug-Defined Offenses: Violations of laws prohibiting or regulating the possession, distribution, or manufacture of illegal drugs.

    - Ex. Drug possession or use. Marijuana cultivation. Methamphetamine production. Cocaine, heroin, or illegal marijuana sales.

- Drug-Related: Offenses in which drugs pharmacologic effects contribute; offenses are motivated by the user's need for money to support continued use; and offenses connected to drug distribution itself.

    - Ex. Violent behavior resulting from drug effects. Stealing to get money to buy drugs. Violence against rival drug dealers.

Relationship between Drugs and Crime

- Drugs are also related to crime through the effects they have on the user's behavior and by engaging in violence and other illegal activity in connection with drug trafficking.
- It is a criminal offense to use, possess, manufacture, or distribute illegal drugs.
    - Cocaine, heroin, marijuana, and amphetamines are examples of drugs classified to have abuse potential.

Child Protective Services (CPS)

RCW 26.44.020-Neglect Referrals Defined

In part, this section states, "When considering whether a clear and present danger exists, evidence of a parent's substance abuse as a contributing factor to negligent treatment or maltreatment shall be given great weight."

VPD Drug Enforcement Activities

March 1, 2021
Vancouver City Council Workshop

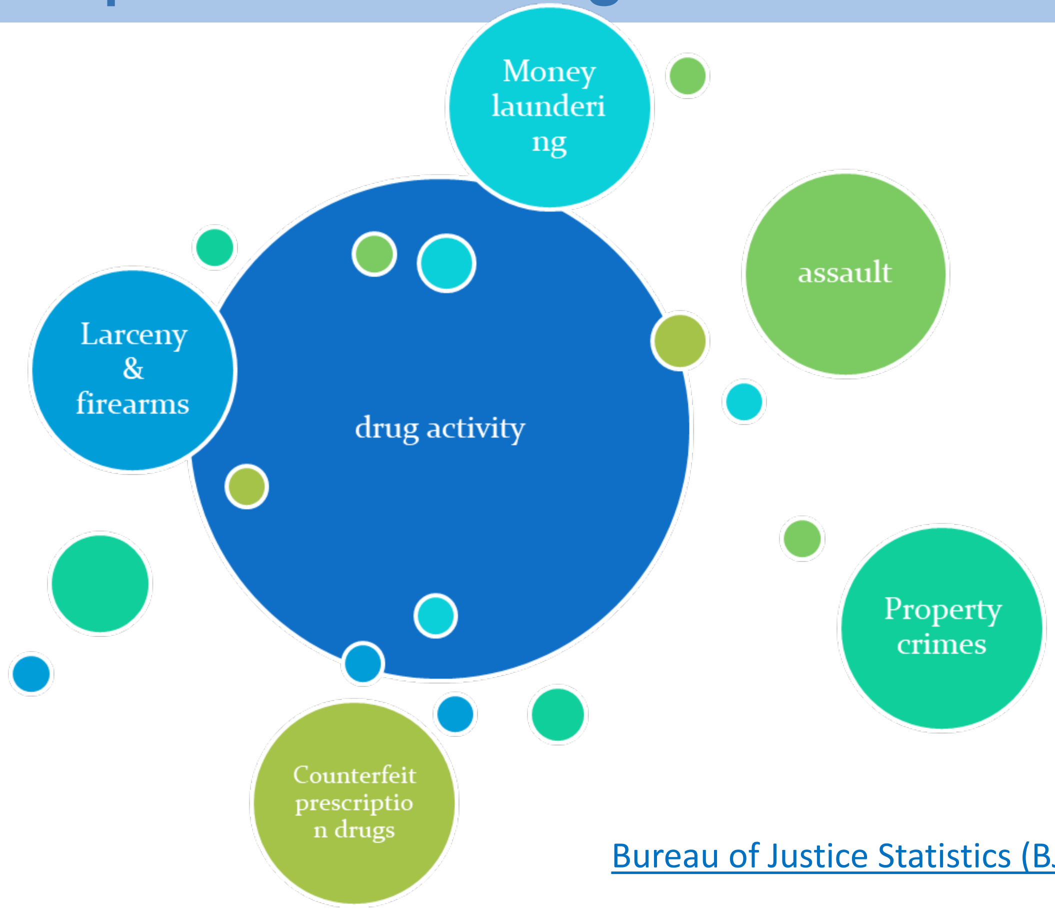
Mike Lester, Assistant Police Chief

2/23/2021 10:47 AM

Overview

- Relationship between Drugs and Crime
- How Drugs Impact our Community
- Related Public Safety Concerns
- VPD Patrol/Specialty Units
- Heroin, Methamphetamine and Fentanyl
- Statistics
- VPD Events / Partnerships
- Specialty Courts
- Closing
- Questions

Relationship between Drugs and Crime



[Bureau of Justice Statistics (BJS) - Drug use and crime]

How drugs impact our community

- The negative consequences of drug abuse affects more than the individuals who abuse drugs. The Impact of Drugs on Society - National Drug Threat Assessment 2006 (justice.gov)

- Drug abuse is associated with higher rates of foster care child placements. How Does Drug Abuse Affect Society And You? - Vertava Health

- The majority–approximately 80 percent–of incarcerated individuals ~~has~~ have or ~~is~~ are currently abusing illicit drugs or alcohol. How Does Drug Abuse Affect Society And You? - Vertava Health

Related public safety concerns

- Abuse of prescription medication and counterfeit prescription medication.
    - Examples: fentanyl found in fake oxycodone.
    - Traffickers have now moved to counterfeiting other common prescription medications, such as Adderall and Xanax, which are more popular with children and young adults.
    - The substances used to manufacture fake medications have been found to be more potent than real medications, leading to accidental overdoses.

VPD Patrol / Specialty Units

- Patrol Officers
- Safe Streets Task Force
- Neighborhood Response Team (NRT)
- Clark Vancouver Regional Drug Task Force (CVDTF)

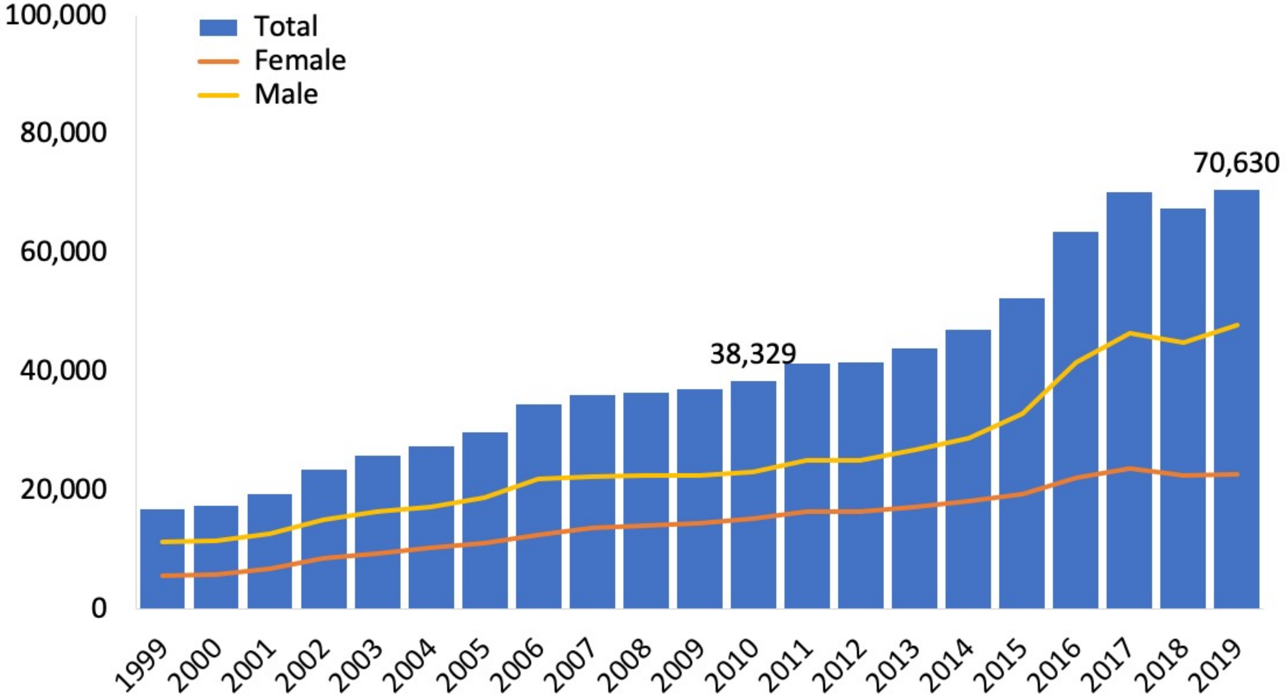
Drug Enforcement Outcomes - Examples

Heroin, Methamphetamine and Fentanyl

Drug Enforcement Outcomes - Examples

Safe Streets Task Force serves search warrant on home near Peace Health Southwest

Figure 1. National Drug-Involved Overdose Deaths*
Number Among All Ages, by Gender, 1999-2019



*Includes deaths with underlying causes of unintentional drug poisoning (X40–X44), suicide drug poisoning (X60–X64), homicide drug poisoning (X85), or drug poisoning of undetermined intent (Y10–Y14), as coded in the International Classification of Diseases, 10th Revision. Source: Centers for Disease Control and Prevention, National Center for Health Statistics. Multiple Cause of Death 1999-2019 on CDC WONDER Online Database, released 12/2020.

Local Drug Overdoses

- During the last 5 years and within the city of Vancouver, there have been 228 calls for service related to overdoses. Of the 228 calls for service, 78 have resulted in an overdose death.

- In 2020, VPD reported 27 overdose deaths compared to 17 in 2019. This is a 59% increase.

VPD Events and Partnerships

- Drug Take back Program
- Prevent Coalition
- Human Trafficking Task Force
- Co-Responder Grant

Specialty Courts

- Drug Court
  - 2019 End of Year Summary_FINAL.pdf (wa.gov)
- Family Court
- Mental Health Court
- DOSA
  - The Residential Drug Offender Sentencing Alternative (DOSA) Drug Court is an effective use of a sentencing option available to judicial officers throughout the state of Washington for repeat felony-level offenders diagnosed with a severe substance use disorder.
- FOSA
  - Family offender sentencing alternative

Closing

- Over the years, law enforcement has modified its drug enforcement practices.
- More treatment/counseling centric.
- Police still have a role.
- We are still responsible to the victims who have been harmed by drug-affected people.
- This includes victims who are taking drugs and overdosing.

Questions and Discussion

CITY OF Vancouver WASHINGTON

Item #1.

Staff Report 033-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 3/1/2021

SUBJECT Broadway Corridor Improvements

Key Points

- The City maintains approximately 1,900 lane miles of streets within its Pavement Management Program.
- Broadway Project includes upgrading and replacing existing sewer main.
- Replacing outdated and maintenance intensive water mains to improve water system infrastructure.
- Repairing and replacing sections of failed sidewalk and non-standard ADA curb ramps
- Interdepartmental coordination will result in upgrading water and sewer utilities prior to paving.

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

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

On February 2, 2021, the City received seven bids for the subject project. The bids ranged from

$1.3 to $1.6 million. The low bidder was responsive. The bids are as follows:

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

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

Advantage(s)

1. Improves street surfaces and pavement longevity.
2. Increases sewer system integrity and reliability.
3. Increases water system integrity and reliability.
4. Improves city sidewalks.

Disadvantage(s)

1. Neighborhood residents, businesses and local traffic will be inconvenienced during the construction period along the corridor; however, the construction duration is short and lane closures will be limited, which will minimize the temporary inconvenience.
2. Construction will generate noise and dust in the work areas. To mitigate for noise, the contractor will be required to comply with a noise variance for night time work. The contractor will also be required to implement a dust control and erosion control strategy at all locations.

Budget Impact

The project is currently funded through the Pavement Management Program as well as Water and Sewer Capital Funds. Sufficient funds are budgeted to construct the project.

Prior Council Review

None

Action Requested

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

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

ATTACHMENTS:

- Contract
- Apprentice Utilization Form

CONTRACT # Supplier Contract #
BID 21-01: 2021 Broadway Corridor Improvements

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 Cat Works, LLC dba Catworks Construction hereinafter referred to as "Contractor," whose address is 3501 Thompson Ave Vancouver WA 98660, hereinafter referred to "Parties."

WHEREAS, the City desires to engage the Contractor to provide public work and other related services for 2021 Broadway Corridor Improvements. Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 21-01 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 Broadway Street within the City of Vancouver including pavement utility adjustments, planing, paving, curb ramps, striping, and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

   The Contractor shall furnish and install approximately 1,405 lineal feet of 8-inch PVC gravity sewer main. The sewer will be installed within the existing City of Vancouver Sanitary Sewer right-of-way, including all laterals, manholes, and all appurtenances as shown on the plans and specified herein.

   This work will include epoxy lining 2 existing manholes along with abandoning in place 2,065 lineal feet of 8-inch of existing gravity sewer main and decommission 7 existing manholes per City of Vancouver Specifications, as provided in these Special Provisions Section 7-17.3(4).

   The Contractor shall furnish and install approximately 1,350 linear feet of ductile iron water mains ranging from size 20-inch diameter to 6-inch diameter, replacing existing water mains. Also, furnish and install fire hydrant assemblies, fittings, valves and all appurtenances as shown on the plans and specified herein, hereafter referred to as "Work."

   The Work shall be fully complete within 100 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 8.4% Washington State Sales Tax (if applicable) <u>$1,349,367.70.</u>

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

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

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

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

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

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

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

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

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

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

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

Industries online system on a monthly basis. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

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

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

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

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

15. **PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.

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

17. **AUTHORIZATION AND COMPLIANCE WITH THE LAW:** The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the

Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.

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

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

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

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

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

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

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

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

24. **OPPORTUNITY TO CURE:** The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to

remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and it's sureties for said breach or default, including but not limited to termination of this Contract for convenience.

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

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

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

28. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**: During the term of this Contract, Contractor will not discriminate against any employee or applicant for employment in accordance with RCW Chapter 49.60, including, but not limited to creed, religion, race, color, age, sex, marital status, sexual orientation, sexual identity, pregnancy, military status, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include all terms and conditions of employment, compensation, and benefits, including apprenticeship.

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

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

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

    1. Amendments to the Contract,
    2. This Contract,
    3. Addenda to the Solicitation,
    4. The Solicitation,
    5. Contractor's Proposal,
    6. Special Provisions,
    7. Contract Plan Set,
    8. City of Vancouver Amendments to the specified WSDOT Standard Specifications,

9. General Conditions for Facility Construction,
10. City of Vancouver Standard Plans,
11. WSDOT Amendments to the WSDOT Standard Specifications,
12. WSDOT Standard Specifications,
13. WSDOT Standard Plans.

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

Anna Vogel City of Vancouver 415 W 6th St. PO Box 1995 Vancouver WA 98668-1995	William Gunderson Cat Works, LLC dba Catworks Construction 3501 Thompson Ave Vancouver WA 98660

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:** Cat Works, LLC dba Catworks Construction
____________________ Eric Holmes, City Manager	____________________ Signature
____________________ Date	____________________ Printed Name /Title
Attest:	____________________ Date
____________________ Natasha Ramras, City Clerk	
Approved as to form:	
____________________ Jonathan Young, City Attorney	

APPRENTICE UTILIZATION PLAN

PROJECT NAME: 2021 Broadway Corridor Improvements

PRIME CONTRACTOR: Catworks Construction

CONTACT NAME AND PHONE NUMBER: Nate Pickell (971) 506-0560

CONTRACT NO.:

SOLICITATION NO.: ITB 21-1 2021

PRIME CONTRACT AMOUNT $: 1,349,367.70

			ESTIMATED TOTALS		
Projected Start Date (mm/dd/yy)	Name of Contractor/ Subcontractor	Trade/Craft (Scope of Work) (choose from list below)	Apprentice Hours	Journeyman Hours	Total Labor Hours
4/1/2021	Catworks Construction	Laborer	40	925	965
	Catworks Construction	Operators	120	1281	1401
	Catworks Construction	Truck Driver	0	215	215
	Granite Construction	Laborer	30	210	240
	Traffic Control - Sub Not Known	Laborer	100	1900	2000
	Striping - Sub Not Known	Laborer	0	30	30
	Concrete flat work - Sub Not Known	Laborer	0	150	150
	Asphalt Grinding - Sub Not Known	Laborer	0	16	16
	Electrical	Electrician	8	24	32
		Subtotal This Page	298	4,751	5,049
		Continuation Sheet			
		Grand Total	298	4,751	5,049

LIST OF TRADES/CRAFTS
Brick and stone masons, cement masons, carpenters, carpet installers, drywall installers, electricians, glaziers, glassworkers, insulation workers, laborers, operating engineers, painters, plasterers, plumbers, pipefitters, roofers, sheet metal workers, truck drivers, welders/cutters

Contractor Authorized Signature:

Percent Apprentice Hour Utilization: 5.9%

Print Name & Title: Nate Pickell - Project Manager

Approximate Apprentice Cost: $7,450

Item #2.

Staff Report 034-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 3/1/2021

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

Key Points

- Marshall pool is currently closed until a new surface can be installed that addresses the water turbidity issue.
- Proposed project would install a fiberglass coating to the Marshall pool shell.
- Similar project was completed at the Firstenburg Pool in 2018 resulting in significant positive feedback from the public and City staff.
- Marshall pool resurfacing was included on the Facilities Capital Improvement Plan as one of the facilities maintenance projects to be completed during the 2023-2024 biennium, but will be moved to 2021 due to issues with the paint, created by the facility not being operational due to the pandemic. Moving forward with the project during the current downturn in the industry resulting from the pandemic would allow the City to have the center fully operational after the restrictions on recreational activities are lifted.

Strategic Plan Alignment

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

Present Situation

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

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

The low bidder was responsive.

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

Advantage(s)

1. Long term solution for the deteriorating painted pool surfaces.
2. Lower annual maintenance costs and reduction in annual closure time for maintenance.
3. Provides uniformity in operations and maintenance at both community center aquatic facilities.
4. Due to the pandemic, the number of residents potentially impacted by the closure of the pool will be significantly lower than normal.

Disadvantage(s)

None noted.

Budget Impact

This project is not on the list of capital projects currently approved in the City's Capital Budget. Funds set aside for major facility maintenance projects are recommended to cover the cost of this project. Appropriation for expenditures associated with this project will come forward as part of the next Supplemental Budget process.

Prior Council Review

None

Action Requested

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

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

ATTACHMENTS:

- Contract

CONTRACT # C-100549
ITB 21-5 Marshall Pool Resurface

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 Pool Coatings hereinafter referred to as “Contractor,” hereinafter referred to “Parties.”

WHEREAS, the City desires to engage the Contractor to provide public work and other related services for Marshall Pool Resurface. Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 21-5 and all addenda thereto, Contractor’s bid to said ITB, the Project Plans and Special Provisions, and City Council’s approval on March 1, 2021 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 pool resurfacing at Marshall Center 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 by July 1, 2021.

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 8.4% Washington State Sales Tax (if applicable) <u>$428,180.00</u> **.**

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

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

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

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

11. **PAYMENT OF LABOR:** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington

prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx. The prevailing wage rates in effect at the time of the bid submittal deadline shall apply for the duration of the project, no matter how long it lasts. However, if the Contract is awarded more than six months after the bids were due, the prevailing wage rates in effect on the award date shall apply.

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

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

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

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

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

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

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

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

15. **PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**: During the term of this Contract, Contractor will not discriminate against any employee or applicant for employment in accordance with RCW Chapter 49.60, including, but not limited to creed, religion, race, color, age, sex, marital status, sexual orientation, sexual identity, pregnancy, military status, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include all terms and conditions of employment, compensation, and benefits, including apprenticeship.

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

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

31. **CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:** The complete Contract includes these parts and any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

    a. Amendments to the Contract,
    b. This Contract,
    c. Addenda to the Solicitation,
    d. The Solicitation,
    e. Contractor's Proposal,
    f. Special Provisions,
    g. Contract Plan Set,
    h. General Conditions for Facility Construction,
    i. City of Vancouver 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

William David Walter
Advanced Pool Coatings
6141 Angelo Court
Loomis, CA 95650

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

____
Eric Holmes, City Manager

____
Date

Attest:

____
Natasha Ramras, City Clerk

Approved as to form:

____
Jonathan Young, City Attorney

CONTRACTOR:
Advanced Pool Coatings

____
Signature

____
Printed Name /Title

____
Date

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:

$ 3,456,882.56 this 1st day of March 2021.

MAYOR

COUNCILMEMBER

AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
February 16, 2021 - February 22, 2021	Accounts Payable Checks (see attached)	**$ 3,452,615.46**
February 16, 2021 - February 22, 2021	Hansen City Payments (see attached)	**$ 3,008.49**
February 16, 2021 - February 22, 2021	Visa Refunds (see attached)	**$ 1,258.61**
February 16, 2021 - February 22, 2021	Payroll Checks (see attached)	**$ -**
TOTAL		**$ 3,456,882.56**

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Manual Wire	No Reference	2/12/2021	751,050.43	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	2/16/2021	130,612.46	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	2/16/2021	37,197.46	Gallagher Bassett Services Inc	
Supplier Payment	Manual Wire	No Reference	2/16/2021	105,004.87	Symetra Life Insurance Company	
Supplier Payment	Manual Wire	No Reference	2/16/2021	14,038.10	Washington Dental Service	
Supplier Payment	Manual Wire	No Reference	2/17/2021	2,929.88	Internal Revenue Service	
Supplier Payment	Manual Wire	No Reference	2/17/2021	21.80	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire	No Reference	2/18/2021	322,467.24	Kaiser Permanente - Remit-To: Kaiser Permanente	
Expense Payment	Direct Deposit	EFT-00089970	2/18/2021	90.00	Brittany Bridger	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00089971	2/18/2021	216.19	Nicholas Gravelle	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00089972	2/18/2021	175.00	Kris Aponte	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00089973	2/18/2021	16.25	Rita Davidson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00089974	2/18/2021	134.43	Ryan Miles	Employee Reimbursement
Supplier Payment	EFT	EFT-00089975	2/18/2021	2,200.00	JCI Jones Chemicals Inc	
Supplier Payment	EFT	EFT-00089976	2/18/2021	968.96	Otak Inc	
Supplier Payment	EFT	EFT-00089977	2/18/2021	547,094.03	Operations Management International Inc	
Supplier Payment	EFT	EFT-00089978	2/18/2021	11,680.10	Industrial Software Solutions I LLC	
Supplier Payment	EFT	EFT-00089979	2/18/2021	342.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00089980	2/18/2021	25,367.19	MacKay Sposito Inc	
Supplier Payment	EFT	EFT-00089981	2/18/2021	12,000.00	Arbutus Consulting LLC	
Supplier Payment	EFT	EFT-00089982	2/18/2021	1,495.54	Peterson Power Systems Inc	
Supplier Payment	EFT	EFT-00089983	2/18/2021	11,805.65	Outsiderinn.org	
Supplier Payment	EFT	EFT-00089984	2/18/2021	7,062.22	Lee Contractors LLC	
Supplier Payment	EFT	EFT-00089985	2/18/2021	63,017.26	GRIDSMART Technologies Inc	
Supplier Payment	EFT	EFT-00089986	2/18/2021	4,641.00	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	EFT	EFT-00089987	2/22/2021	629,562.72	Operations Management International Inc	
Ad Hoc Payment	Check	20386	2/17/2021	252.80	ALLIANT SYSTEMS LLC	MPE-294328
Ad Hoc Payment	Check	20387	2/17/2021	191.00	Cameron's Installations Inc	FRI-291493 refund
Ad Hoc Payment	Check	20388	2/17/2021	57.60	Dave Wiard	Utility Refunds: 0113901100-02
Ad Hoc Payment	Check	20389	2/17/2021	135.62	Dwight and Tracy Taylor	Utility Refunds: 0130002554-08
Ad Hoc Payment	Check	20390	2/17/2021	6,504.00	Earthworks Excavating Services	Inv #WA3-21 (Peake)
Ad Hoc Payment	Check	20391	2/17/2021	304.42	Frank Willer	MPE-295202
Ad Hoc Payment	Check	20392	2/17/2021	79.00	Gregory J Harte	Utility Refunds: 0071098370-04 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	20393	2/17/2021	17.57	Key Property Services	Utility Refunds: 0018085300-04
Ad Hoc Payment	Check	20394	2/17/2021	131.34	Linda James	Utility Refunds: 0121040066-00
Ad Hoc Payment	Check	20395	2/17/2021	80.87	Nancy Moore	Utility Refunds: 0002000112-01
Ad Hoc Payment	Check	20396	2/17/2021	538.42	Nylund Homes Inc	Utility Refunds 0003007500-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	20397	2/17/2021	120.42	Nylund Homes Inc	Utility Refunds 0002000111-02
Ad Hoc Payment	Check	20398	2/17/2021	59.51	Pacific Brothers Concrete	MPE-294852 refund
Ad Hoc Payment	Check	20399	2/17/2021	130.38	Professional Credit Service	Utility Refunds: 0002000111-02
Ad Hoc Payment	Check	20400	2/17/2021	92.04	Rita Rezek	Utility Refunds: 0057038708-02
Ad Hoc Payment	Check	20401	2/17/2021	16,515.50	Robin Pierce	CMI-290176 TIF refund

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Ad Hoc Payment	Check	20402	2/17/2021	38,880.00	Robin Pierce	CMI-279133 SIF refund
Ad Hoc Payment	Check	20403	2/17/2021	38,880.00	Robin Pierce	CMI-290178 SIF refund
Ad Hoc Payment	Check	20404	2/17/2021	10,325.03	Ten Talents Investments 14 LLC	CMI-249756 TIF refund
Ad Hoc Payment	Check	20405	2/17/2021	4,743.93	Ten Talents Investments 14 LLC	CMI-214279 TIF Refund
Ad Hoc Payment	Check	20406	2/17/2021	250.00	The Diane D Trust	Utility Refunds: 0018085300-04
Ad Hoc Payment	Check	20407	2/17/2021	91.30	Thomas and Laurie Boyd	Utility Refunds: 0124002003-04
Ad Hoc Payment	Check	20408	2/17/2021	14.86	Vancouver Endodontic Specialist Inc PC	Utility Refunds: 0000001100-02
Ad Hoc Payment	Check	20409	2/17/2021	79.86	William Goddard	MPE-295579 refund
Ad Hoc Payment	Check	20410	2/17/2021	69.42	William Goddard	MPE-295577 refund
Supplier Payment	Check	20411	2/17/2021	900.00	Accenture LLP	
Supplier Payment	Check	20412	2/17/2021	3,582.62	Action Technology Systems	
Supplier Payment	Check	20413	2/17/2021	38.82	Airgas, Inc	
Supplier Payment	Check	20414	2/17/2021	4,261.50	Alta Planning & Design	
Supplier Payment	Check	20415	2/17/2021	2,581.40	Anderson Glass Co	
Supplier Payment	Check	20416	2/17/2021	154.43	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	20417	2/17/2021	4,294.39	Arborscape Ltd Inc	
Supplier Payment	Check	20418	2/17/2021	10,000.00	Bickmore Actuarial - Remit-To: Bickmore Actuarial	
Supplier Payment	Check	20419	2/17/2021	250.00	BSK Associates - Remit-To: Supplier BSK Associates	
Supplier Payment	Check	20420	2/17/2021	46,684.02	Century West Engineering Corp	
Supplier Payment	Check	20421	2/17/2021	25,686.74	CH2M Hill Engineers Inc - Remit-To: CH2M Hill Engineers Inc - Bellevue	
Supplier Payment	Check	20422	2/17/2021	5,315.38	CH2M Hill Inc	
Supplier Payment	Check	20423	2/17/2021	34,072.95	CH2M Hill Inc - Remit-To: CH2M - Dallas	
Supplier Payment	Check	20424	2/17/2021	7,906.77	Chicago Title Company of WA	
Supplier Payment	Check	20425	2/17/2021	163.00	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Check	20426	2/17/2021	20.00	Clark County - Remit-To: Reeta Fees	
Supplier Payment	Check	20427	2/17/2021	1,680.76	Clark Public Utility District No. 1	
Supplier Payment	Check	20428	2/17/2021	1,136.88	Clark Public Utility District No. 1	
Supplier Payment	Check	20429	2/17/2021	1,052.19	Clark Public Utility District No. 1	
Supplier Payment	Check	20430	2/17/2021	36.17	Clark Public Utility District No. 1	
Supplier Payment	Check	20431	2/17/2021	13,210.55	Columbia Resource Company	
Supplier Payment	Check	20432	2/17/2021	3,074.80	CyberSource Corporation - Remit-To: CyberSource - Los Angeles	
Supplier Payment	Check	20433	2/17/2021	9,710.96	Dell Marketing LP	
Supplier Payment	Check	20434	2/17/2021	945.00	Del Sol Inc	
Supplier Payment	Check	20435	2/17/2021	5,782.06	Distinctive Landscape LLC	
Supplier Payment	Check	20436	2/17/2021	4,017.70	E&M Electric and Machinery, Inc	
Supplier Payment	Check	20437	2/17/2021	2,877.41	Eagle Newspaper Inc	
Supplier Payment	Check	20438	2/17/2021	7,371.20	Ed's Economy Roofing	
Supplier Payment	Check	20439	2/17/2021	275.00	ERF Company Inc	
Supplier Payment	Check	20440	2/17/2021	8,962.33	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	20441	2/17/2021	3,229.29	Genuine Parts Company - Remit-To: NAPA - Los Angeles	
Supplier Payment	Check	20442	2/17/2021	1,314.25	Gordon Truck Centers	
Supplier Payment	Check	20443	2/17/2021	56,808.75	Halbert Construction Services LLC	
Supplier Payment	Check	20444	2/17/2021	1,787.95	Iron Mountain Inc - Remit-To: Iron Mountain - New York	
Supplier Payment	Check	20445	2/17/2021	3,587.50	Jack M Litman Phd	

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

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Check	20446	2/17/2021	2,000.00	Jason C. Bailes PLLC	
Supplier Payment	Check	20447	2/17/2021	455.00	Jennifer J Wallenberg	
Supplier Payment	Check	20448	2/17/2021	8,559.25	Keller Associates Inc	
Supplier Payment	Check	20449	2/17/2021	1,741.47	Kittelson & Associates Inc	
Supplier Payment	Check	20450	2/17/2021	16.34	Kronos Incorporated - Remit-To: Atlanta	
Supplier Payment	Check	20451	2/17/2021	1,084.00	Kurita America Inc - Remit-To: US Water - Minneapolis	
Supplier Payment	Check	20452	2/17/2021	7,686.14	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	20453	2/17/2021	1,745.20	Murray Smith Inc	
Supplier Payment	Check	20454	2/17/2021	249.76	National Safety Inc	
Supplier Payment	Check	20455	2/17/2021	50,065.00	Northeast Electric LLC	
Supplier Payment	Check	20456	2/17/2021	311.88	Northwest Cascade Inc	
Supplier Payment	Check	20457	2/17/2021	12,798.35	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	20458	2/17/2021	475.00	OM Stone, Inc	
Supplier Payment	Check	20459	2/17/2021	15,668.43	PBS Engineering and Environmental Inc	
Supplier Payment	Check	20460	2/17/2021	2,710.00	Quetel Corporation	
Supplier Payment	Check	20461	2/17/2021	441.19	Rentokil North America Inc	
Supplier Payment	Check	20462	2/17/2021	10,993.15	Retail Lockbox Inc	
Supplier Payment	Check	20463	2/17/2021	1,224.73	Seals Unlimited Inc	
Supplier Payment	Check	20464	2/17/2021	4,154.47	Shrums Pest Control	
Supplier Payment	Check	20465	2/17/2021	371.50	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	20466	2/17/2021	15,730.00	Southwest Washington Humane Society	
Supplier Payment	Check	20467	2/17/2021	9,477.50	Stacy Cecchet PHD	
Supplier Payment	Check	20468	2/17/2021	668.30	Towing & Recovering Services Inc	
Supplier Payment	Check	20469	2/17/2021	600.00	Triangle Resources Inc	
Supplier Payment	Check	20470	2/17/2021	862.87	Triple J Enterprises	
Supplier Payment	Check	20471	2/17/2021	268.25	United Parcel Service	
Supplier Payment	Check	20472	2/17/2021	29.61	US Bank National Association - Remit-To: Voyager Fleet Systems Inc	
Supplier Payment	Check	20473	2/17/2021	1,303.60	Walter E Nelson Company	
Supplier Payment	Check	20474	2/17/2021	1,810.59	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	20475	2/17/2021	3,404.66	WSP USA Inc. - Remit-To: WSP USA Inc. Dallas	
Supplier Payment	Check	20476	2/17/2021	948.69	WW Grainger Inc	
Supplier Payment	Check	20477	2/17/2021	134.73	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	
Supplier Payment	Check	20478	2/17/2021	2,826.99	Broadway Investors LLC	
Supplier Payment	Check	20479	2/17/2021	9,785.79	Brown & Wilson Partnership LLC	
Supplier Payment	Check	20480	2/17/2021	8,696.13	Esther Short Commons LLP	
Supplier Payment	Check	20481	2/17/2021	33,720.68	Life Insurance Company of North America	
Supplier Payment	Check	20482	2/17/2021	500.00	Nagra & Atwal Corporation	
Supplier Payment	Check	20483	2/17/2021	4,365.34	National Park Service - Remit-To: National Park Service - Pearson Lease	
Supplier Payment	Check	20484	2/17/2021	9,084.85	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	20485	2/17/2021	97,345.58	Jeffrey Barrar PS	
Supplier Payment	Check	20486	2/17/2021	55,792.00	Angelo Property CO., LP	

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

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
			SUBTOTAL	**3,452,615.46**		
Hansen			2/22/2021	3,008.49	City Payments	Posted 02-15-21 to 02-21-21
			SUBTOTAL	**3,008.49**		
Visa			2/22/2021	1,258.61	Miscellaneous	Parks Class Refunds - FCC 02-15-21 to 02-21-21
Visa			2/22/2021	0.00	Miscellaneous	Parks Class Refunds - MCC 02-15-21 to 02-21-21
Visa			2/22/2021	0.00	Miscellaneous	Parks Class Refunds - Special Events 02-15-21 to 02-21-21
Visa			2/22/2021	0.00	Miscellaneous	Parks Class Refunds - WREC 02-15-21 to 02-21-21
			SUBTOTAL	**1,258.61**		
			TOTAL	**3,456,882.56**		

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

City of Vancouver
Payroll Council Report
February 16, 2021 - February 22, 2021

Check No.	Date	Explanation	Amount
		No payroll this period	

$ -

Multifamily Tax Exemption
- Bennett Apartments

March 1, 2021
Vancouver City Council
Public Hearing

Peggy Sheehan- Programs Manager

Presentation Overview

- Multifamily Tax Exemption (MFTE) Program overview
- Proposed project for 8-year property tax exemption at 100% Area Median Income for 20% of the total units.
- Next steps and timeline

MFTE Program

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

- Program management
  - Annual monitoring & rent level verification

Exemption Options

8 years	• Market-rate properties with approved Development Agreement
8 years	• Properties with 20% of units for tenants earning up to 100% AMI
10 years	• Properties with 20% of units for tenants earning up to 80% AMI
12 years	• Properties with 20% of units for tenants earning up to 60% AMI

.

MFTE Project Pipeline

Multifamily Tax Exemption Program Summary				
	Completed	In Construction	In Permitting	Total
Projects Approved				
VCCV	15	6	7	28
Fourth Plain	3	0	0	3
Total				**31**
Total Units				
VCCV	1194	624	874	2,692
Fourth Plain	248	0	0	248
Total				**2,940**
Affordable Units				
VCCV	286	84	55	425
Fourth Plain	43	8	0	51
Total				**476**

Does not include four VCCV projects that completed their exemption period.

Bennett Mixed Use

Developer: Hurley Development LLC
Project location: Washington Street and W 17^{th} Street
Requested exemption: 8-year exemption with 20% of units affordable at 100% AMI

CITY OF Vancouver WASHINGTON

Bennett Mixed Use

Bennett Mixed Use Overview-

- 3-story Mixed Use
- 52,985 total sq. ft.
- 7,694 Commercial sq. ft.
- 74 units (15 rent restricted)
- Studio, 1-BD, and 2-BD units
- 33 Parking Spaces*
- Applicant working with existing building tenants on relocation plan.

* Per zoning code allowance

Bennett Mixed Use Overview- Parking Reductions

The review of required development parking is administered by the planning department as part of the site plan permit review process.

74 dwelling units requires 74 parking spaces. Commercial uses require 6 spaces.

Parking reductions allowed per zoning code:

- Transit Overlay 25% reduction- 18.5 stalls
- Expansion of existing building 10% reduction -7.4 stalls
- Parking study by licensed engineer 10% reduction- 7.4 stalls
- Providing bicycle parking and preferred building orientation 10% reduction - 7.4 stalls
- Commercial parking may use on street parking- 6 stalls
- Total stall reduction by zoning code allowance is 47 stalls (46.7)

80-47= 33 required parking spaces

Bennett Mixed Use- Unit Mix and Monthly Rent-

Type	Units	Rent
Studio	48	$1,299
Loft/Studio	20	$1, 499
1 Bed +/ 1 Ba	4	$1, 599
2 Bed / 2 Ba	2	$1, 999

- Applicant provided data
- 15 income restricted units

- A 1-person household at 100% area median is $64,500 with a maximum housing cost (including utilities) of $1,613.
- A 2-person household at 100% area median is $73,700 with a maximum housing cost (including utilities) of $1,843.
- A 4-person household at 100% area median is $92,100 with a maximum housing cost (including utilities) of $2,303.
- Final rent calculation will be done upon completion. HUD releases a revised area median income every year.

Bennett Apartments Tax Summary-

If exemption granted and project developed:	Total – all taxing districts	City of Vancouver
Net Present value of future tax revenue (20 year)**	$2,111,000	$682,000
Net present value of "foregone" tax revenue (during exemption period)	($613,000)	($153,000)
Net Present Value Benefit	$1,498,000	$529,000

**Estimated discounted present value of construction sales tax, utility tax and property tax over 20 years
Estimated Developer tax savings during exemption period $733,000
Estimated 2020 taxes for these parcels is $15,193, of which $3,026 is allocated to the City of Vancouver

City Center Redevelopment Authority

- The CCRA reviewed the building design on February 18, 2021

Council Action Requested

- Approve resolution and agreement allowing applicant to proceed with the tax exemption process.

Questions

Peggy Sheehan- Community Development Programs Manager

360-487-7952

peggy.sheehan@cityofvancouver.us

Staff Report 035-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 3/1/2021

SUBJECT Multifamily Tax Exemption: Bennett Apartments

Key Points

- The Multifamily Tax Exemption Program (VMC 3.22) is designed as an incentive for developers to build new private multi-family development in targeted areas of the City.
- A development applicant is requesting an 8-year property tax exemption where 20% of the total units are reserved for tenants earning up to 100% area median income.
- The requested exemption facilitates an estimated $9.7 million in new construction for a mixed-use development including 74 apartment units, 7,694 square feet of retail space and 33 on-site parking spaces in the downtown area that may not occur otherwise. This amount does not include any indirect employment associated with construction.
- The exemption accelerates construction of a project that will be on the tax rolls for decades beyond the end of the 8-year exemption period; the commercial space will not be exempt from property taxes during the exemption period.
- When the tax exemption period ends the residential units will return to the tax rolls as if it were new construction.
- The project will include 15 units (20% of the total units) as income restricted to households at 100% AMI as determined by HUD.
- Over the 20-year period following construction, the project – with the exemption - will generate nearly $2.11 million in taxes benefiting all taxing districts (ports, schools, county, city, etc.) and a total of $682,000 in taxes benefiting the City of Vancouver.

Strategic Plan Alignment

Goal 3, Objective 3.2: Improve services available to underserved or vulnerable residents.

Goal 8, Objective 8.1: Make downtown Vancouver a vibrant destination for the community and the region.

Goal 8, Objective 8.2: Strengthen neighborhood business districts.

Present Situation

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

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

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

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

Per the applicant the unit types and rents will be:

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

The total estimated development cost is $9.7 million. The City Center Redevelopment Authority reviewed the design of the development on December 3, 2020, and recommended approval to staff. The CCRA reviewed the multi-family tax exemption request on February 18, 2021.

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

Advantage(s)

1. Adds 74 new multifamily units in the VCCV subarea district.
2. Adds 15 income restricted units for households earning 100% or less of the area median income for the next 8 years.
3. Rehabilitation of 7,694 square feet of leasable ground floor commercial space which will continue to generate tax revenue

Disadvantage(s)

The City will forego $153,000 in property taxes over the 8-year exemption duration.

Budget Impact

The City will receive additional revenues with the development itself, including sales tax, permit fees and system development charges. There will be a small incremental increase in demand for public services during the initial 8-year exemption period without appurtenant tax revenues. Following the 8-year exemption period, the property will return to the tax base as new construction and the City and other taxing districts will begin receiving property taxes.

Prior Council Review

Council memorandum dated February 18, 2021.

Action Requested

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

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

ATTACHMENTS:

- Bennett MFTE Council Memo
- Bennett MFTE Resolution
- Bennett MFTE Agreement
- Presentation

MEMORANDUM

DATE: February 18, 2021
TO: Eric Holmes, City Manager
FROM: Peggy Sheehan, Programs Manager
CC: Chad Eiken, Director, Community & Economic Development
RE: **Multifamily Tax Exemption Project- Bennett Mixed Use**

Purpose
Brief Council on a Multifamily Tax Exemption project named the Bennett Apartments prior to the March 1, 2021 public hearing.

Background
In 2001 the City of Vancouver adopted a multifamily tax exemption program to stimulate new construction of multi-family housing in specifically designated urban areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and encourage development densities supportive of tenant use. The table below shows the program progress in encouraging residential development. The table does not include data for the four VCCV projects that have ended their exemption period.

Multifamily Tax Exemption Program Summary				
Area	Completed	In Construction	In Permitting	Total
Projects Approved				
VCCV	15	6	7	28
Fourth Plain	3	0	0	3
Total				**31**
Total Units				
VCCV	1194	624	874	2,692
Fourth Plain	248	0	0	248
Total				**2,940**
Affordable Units				
VCCV	286	84	55	425
Fourth Plain	43	8	0	51
Total				**476**

Current Proposal

Hurley Development LLC is requesting a multifamily tax exemption for a new mixed-use development. The proposed development will be a three-story mixed-use building containing 74 apartment units, 7,694 square feet of retail space and 33 parking spaces.

The project site is located in the Vancouver City Center Vision District at Washington Street and W 17th Street. The project site contains 4 existing buildings, two commercial and two single family residential. Three of the structures will be demolished to accommodate the new development. The larger commercial building facing Washington Street will be retained and integrated into the new building. The applicant has notified the existing tenants of the proposed project. The applicant is working with the remaining tenants to relocate.

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

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

Per the applicant the unit types and rents will be:

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

The total estimated development cost is $9.7 million. The City Center Redevelopment Authority reviewed the design of the project on December 3, 2020 and recommended approval to staff. On February 18, the CCRA reviewed the multi-family tax exemption request and recommended approval to City Council.

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

Next Steps

- On March 1, 2021 conduct Public Hearing to consider a resolution on allowing the proposed exemption to proceed.

Staff Contact
Peggy Sheehan- Programs Manager
360-487-7952

To request other formats, please contact:
Amanda Delapena
(360) 487-8605 | WA Relay: 711
amanda.delapena@cityofvancouver.us

peggy.sheehan@cityofvancouver.us

03/01/21

RESOLUTION NO. M-_____

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

WHEREAS, the City of Vancouver desires to stimulate new construction of multi-family housing in specifically designated urban areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and encourage development densities supportive of tenant use, and

WHEREAS, the City is interested in promoting new housing in the downtown Vancouver Central City Vision residential target area in the City of Vancouver; and

WHEREAS, the City has, pursuant to authority granted under the Revised Code of Washington (RCW), designated various “Residential Target Areas” for the provision of limited property tax exemptions for new multi-family residential housing; and

WHEREAS, the City has set forth in Chapter 3.22 of the Vancouver Municipal Code (VMC) a program whereby property owners may qualify for a “Final Certificate of Tax Exemption,” which certifies to the Clark County Assessor and Treasurer that a property is eligible to receive a limited property tax exemption; and

WHEREAS, Ten Talents Investments 24, LLC (Applicant) is interested in receiving a limited property tax exemption for constructing new multi-family residential housing units within the Downtown VCCV residential target area identified in Chapter 3.22 VMC; and,

WHEREAS, the Applicant has submitted to the City a complete application for the City's limited tax exemption program outlining the proposed development of new multi-family residential housing to be constructed on the City block between W 16th and 17th Streets and Columbia and Washington Streets (Tax Lots 52830000, 46570000, 56930000, 52780000, 52790000, 52800000); and

WHEREAS, the City has determined that the improvements to the Property will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. Agreement attached hereto as Exhibit B between Ten Talents Investments 24, LLC and the City of Vancouver, a Washington Municipal Corporation, is approved.

Section 2. The City Manager of the City of Vancouver or his designee is authorized to execute the attached Exhibit B.

ADOPTED at a regular session of the Vancouver City Council this 1st day of March, 2021.

____
Anne McEnerny-Ogle, Mayor

Attest:

____

Natasha Ramras, City Clerk

Approved as to form:

____

Jonathan Young, Acting City Attorney

Exhibit A
Legal Description

Tax Lots: 52830000, 46570000, 56930000, 52780000, 52790000, 52800000

Parcel I

Lot(s) 2, Block 15, NORTH VANCOUVER, according to the plat thereof, recorded in Volume 'A' of Plats, Page 20, records of Clark County, Washington.

EXCEPT the East 2.4 feet of the South 71.8 feet of said Lot 2 as conveyed to Guy Bennett and Francis L. Bennett by deed recorded under Auditor's File No. F55858, in Book 390, Page 479.

TOGETHER WITH Lot(s) 3, Block 15, NORTH VANCOUVER, according to the plat thereof, recorded in Volume 'A' of Plats, Page 20, records of Clark County, Washington.

EXCEPT the West 11.86 feet of said Lot 3.

Parcel II

Beginning at the Northeast corner of Lot 4, Block 15, NORTH VANCOUVER, according to the plat thereof, recorded in Book 'A' of Plats, at page 20, records of Clark County, Washington; thence East along the North line of Lot 3 in said Block, 11.86 feet; thence South 50 feet; thence West 75.715 feet to the East line of Columbia Street, as now established being the West line of that portion thereof, vacated by Ordinance No. 868 of the City of Vancouver; thence Northerly along the said street line to a point West of the Northwest corner of said Lot 4; thence East 63.14 feet to the Point of Beginning.

Parcel III

The South 50 feet of the West 11.86 feet of Lot 3 and the South 50 feet of Lot 4, Block 15, NORTH VANCOUVER, according to the plat thereof, recorded in Volume 'A' of Plats, Page 20, records of Clark County, Washington.

TOGETHER WITH that portion of Columbia Street adjoining by operation of law, as vacated by Ordinance No. 868 of the City of Vancouver.

Parcel IV

BEGINNING at a point on the East line of Lot 2 in Block 15, North Vancouver, according to the duly recorded plat thereof, recorded in Volume 'A' of Plats, Page 20, records of Clark County, Washington, which is 28.2 feet South of the Northeast corner thereof, and thence East parallel with and 28.2 feet South of the South line of 17th Street in the City of Vancouver, Washington, 52.90 feet, more or less, to the West line of Washington Street in said city; thence South along the West line of Washington Street aforesaid 157.15 feet, more or less, to the North line of 16th Street in said city; thence Westerly along the North line of said 16th Street to the East line of Lot 7 in said Block 15; thence North 96.69 feet, more or less, to the Northeast corner of said Lot 7; thence West 2.4 feet; thence North parallel with the East line of said block to a point 28.2 feet South of the North line of said block; and thence East 2.4 feet to the Point of Beginning.

Parcel V

Lot(s) 7, Block 15, NORTH VANCOUVER, according to the plat thereof, recorded in Volume 'A' of Plats, Page 20, records of Clark County, Washington.

EXCEPT the West 9.92 feet.

ALSO EXCEPT any portion thereof lying within 16th Street.

Parcel VI

All of the fractional Block 6, COOK'S ADDITION TO THE CITY OF VANCOUVER, according to the plat thereof, recorded in Volume 'C' of Plats, Page 63, records of Clark County, Washington.

EXCEPT that portion of said Block 6 acquired for and lying within Washington Street.

EXHIBIT B

MULTI-FAMILY HOUSING LMITED PROPERTY TAX EXEMPTION AGREEMENT

THIS AGREEMENT is entered into this 1st day of March, 2021, by and between Ten Talents Investments 24, LLC (hereinafter referred to as "Applicant"), and the CITY OF VANCOUVER, a Washington Charter City of the First Class (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, the City desires to stimulate new construction of multi-family housing in certain designated urban areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and to encourage development densities supportive of transit use, and

WHEREAS, the City is interested in promoting new housing in the Downtown VCCV area of the City of Vancouver, and

WHEREAS, the City has, pursuant to authority granted to it under the Revised Code of Washington (RCW), designated Residential Target Areas for the provision of limited property tax exemptions for new multi-family residential housing, and

WHEREAS, the City has, as set forth at Chapter 3.22 of the Vancouver Municipal Code ("VMC"), enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Clark County Assessor and Treasurer that the Applicant is eligible to receive a limited property tax exemption, and

WHEREAS, the Applicant is interested in receiving a limited property tax exemption for constructing units of new multi-family residential housing within the Downtown MFTE area, which is a designated Residential Target Area identified in Chapter 3.22 VMC, and

WHEREAS, the Applicant has submitted to the City a complete application for the City's limited tax exemption program (the "Application") outlining the proposed development of new multi-family residential housing ("Development") for an 8-year exemption to be constructed on the City block between W 16th and 17th Streets and Columbia and Washington Streets (Tax Lots 52830000, 46570000, 56930000, 52780000, 52790000, 52800000) more specifically described on Exhibit A attached hereto ("Property"), and

WHEREAS, the City has determined that the improvements to the Property will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption.

NOW THEREFORE, the City and Applicant mutually agree as follows:

1. The City agrees to issue the Applicant a Conditional Certificate of Acceptance of Tax Exemption.

2. The Applicant agrees to construct on the Property multi-family residential housing as described in the most recent site plans, floor plans, and elevations on file with the City as of the date of City Council approval of this agreement. In no event shall such construction provide fewer than seventy four (74) new permanent multi-family residential units.

3. The Applicant commits to renting at least twenty percent of the multi-family housing units (15 units) as affordable housing units to households whose adjusted income is at or below the median family income adjusted for family size as reported by the United States Department of Housing and Urban Development as defined at RCW 84.14.010. The applicant agrees that the property must satisfy that commitment and any additional affordability and income eligibility conditions contained in Chapter 3.22 VMC for the duration of the tax exemption.

4. The Applicant agrees to complete construction of the agreed upon improvements within three years from the of Council approval of this agreement, or within any extension thereof granted by the City.

5. The Applicant agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Director of Community Development ("Director") the following:
   (a) A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to the entire property;
   (b) A description of the completed work and a statement of qualifications for the exemption;
   (c) A statement that the project meets the affordable housing requirements as described in RCW 84.14.020 including a statement committing to renting or selling at least twenty percent of the multifamily housing units as affordable housing units to low and moderate-income households; and
   (d) A statement that the work was completed within the required three-year period or any authorized extension.

6. The City agrees, conditioned on the Applicant's successful completion of the improvements in accordance with the terms of this Agreement and on the Applicant's filing of the materials described in Paragraph 5 above, to file a Final Certificate of Tax Exemption with the Clark County Treasurer and Assessor within ten (10) days.

7. The Applicant agrees, within 30 days following the first anniversary of the City's filing of the Final Certificate of Tax Exemption, and each year thereafter for the duration of the exemption, to file a notarized declaration with the Director indicating the following:
   (a) A statement identifying the total number of occupied and vacant multi-family units receiving a property tax exemption;
   (b) A certification that the property continues to be in compliance with this Agreement, Chapter 3.22 VMC, and Chapter 84.14 RCW;
   (c) A description of any improvements or changes to the property constructed after the issuance of the certificate of tax exemption;
   (d) The total monthly rent for each unit;
   (e) Documentation of the income of each renter household at the time of initial occupancy; and
   (f) Documentation showing that twenty percent of the units were rented as affordable housing units to low and moderate-income households as defined at RCW 84.14.010 and VMC 3.22.

8. The applicant agrees to maintain the property including all improvements in compliance with all applicable City codes and requirements.

9. The Applicant agrees to maintain records supporting all information provided to the City and to make those records and the multi-family units available for inspection by the City. Failure to submit the annual declaration identified in Paragraph 7 or to maintain adequate records may result in the tax exemption being canceled.

10. If the Applicant converts to another use any of the new multi-family residential housing units constructed under this Agreement, the Applicant shall notify the Clark County Assessor and Treasurer and the Director within 60 days of such change in use.

11. The Applicant agrees to notify the Director promptly of any transfer of the Applicant's ownership interest in the site or in the improvements made to the site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Applicant, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement. Cancellation of the Final Certificate of Tax Exemption may subject the Applicant to potential tax liability as further described in RCW 84.14; The Applicant shall have the right to appeal such cancellation pursuant to VMC 3.22.040(N).

13. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

14. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

15. Applicant agrees that this Agreement is subject to the Vancouver Multi-Family Housing Tax Exemption set forth at Vancouver Municipal Code, Chapter 3.22.

City Of Vancouver	Ten Talents Investments 24, LLC
______________________________	______________________________
Eric Holmes, City Manager	Individual Name / Title

Attest:

____
Natasha Ramas, City Clerk

Approved as to form:

____
Jonathan Young, City Attorney

Exhibt A
Leagl Description

Tax Lots: 52830000, 46570000, 56930000, 52780000, 52790000, 52800000

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EXCEPT the East 2.4 feet of the South 71.8 feet of said Lot 2 as conveyed to Guy Bennett and Francis L. Bennett by deed recorded under Auditor's File No. F55858, in Book 390, Page 479.

TOGETHER WITH Lot(s) 3, Block 15, NORTH VANCOUVER, according to the plat thereof, recorded in Volume 'A' of Plats, Page 20, records of Clark County, Washington.

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Beginning at the Northeast corner of Lot 4, Block 15, NORTH VANCOUVER, according to the plat thereof, recorded in Book 'A' of Plats, at page 20, records of Clark County, Washington; thence East along the North line of Lot 3 in said Block, 11.86 feet; thence South 50 feet; thence West 75.715 feet to the East line of Columbia Street, as now established being the West line of that portion thereof, vacated by Ordinance No. 868 of the City of Vancouver; thence Northerly along the said street line to a point West of the Northwest corner of said Lot 4; thence East 63.14 feet to the Point of Beginning.

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WITNESSETH:

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City Of Vancouver	Ten Talents Investments 24, LLC
______________________________	______________________________
Eric Holmes, City Manager	Individual Name / Title

Attest:

____
Natasha Ramas, City Clerk

Approved as to form:

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Leagl Description

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Proposed Kitterman Annexation

CITY OF Vancouver WASHINGTON

March 1, 2021
Vancouver City Council
Public Hearing

Bryan Monroe, Associate Planner

Rebecca Kennedy, Long Range Planning Manager

Presentation Overview

- Overview of annexation process
- Annexation details
  - ➢ Geographic Area
  - ➢ Comp Plan / Zoning designations
  - ➢ Assumption of Debt
- Next Steps

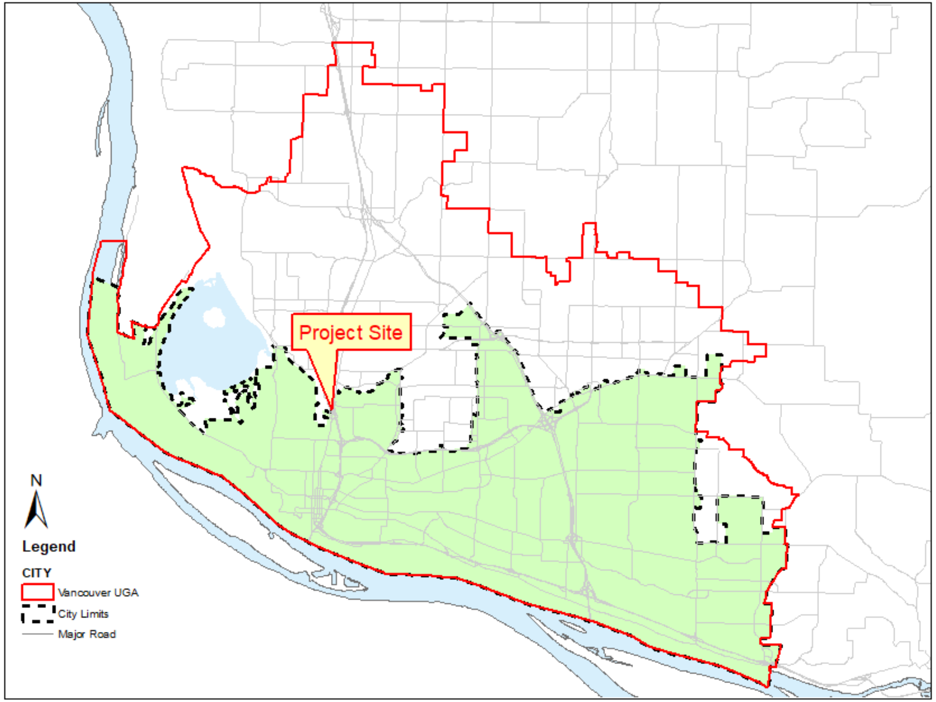
Annexation Process Steps

- City received a notice of intent to annex the Kitterman property
- The City used the Petition Method of annexation for a property owner-initiated application.
- City Council adopted resolution on October 19, 2020 accepting:
  - ➢ Geographic Boundary Limits
  - ➢ Comprehensive Plan and Zoning designations
  - ➢ Indebtedness to pass on to annexing landowners.

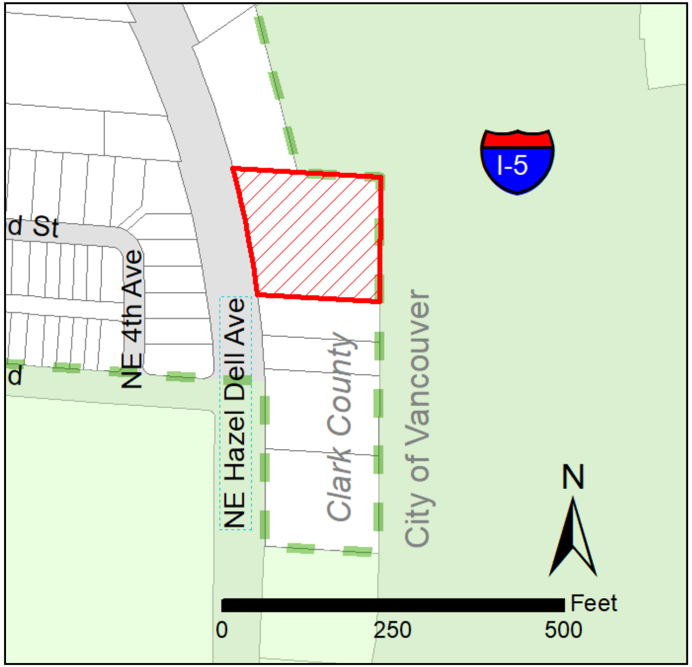
Annexation Process cont.

- January 8, 2021 Certification of annexation petition (Clark County Assessor)
- March 1, 2021 conduct public hearing on annexation ordinance
- Submit annexation to Washington Office of Financial Management
- Notify applicant and financial entities of final determination

General Vicinity Map



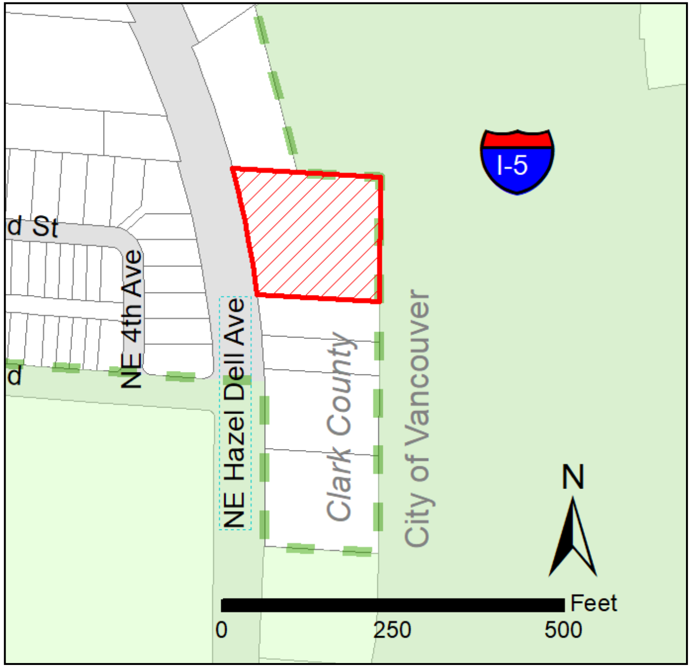
Annexation Area



Proposed Kitterman Annexation 6

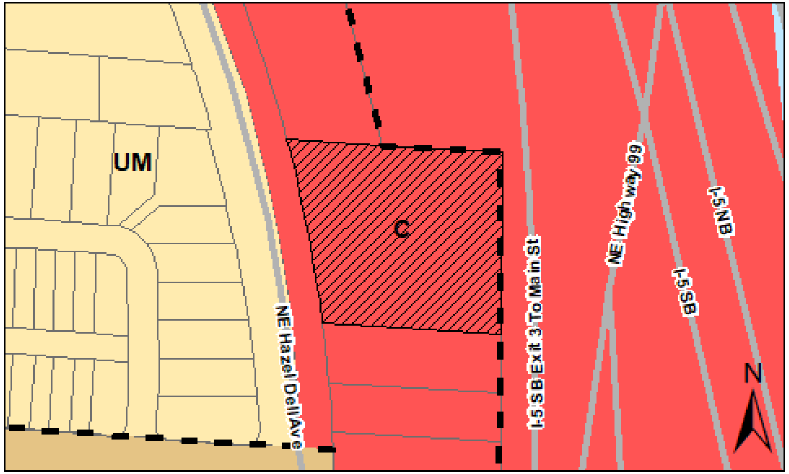
Geographic Area

- .74 acre site
- 5115 NE Hazel Dell Avenue
- West of Interstate 5
- North of Newhouse Road

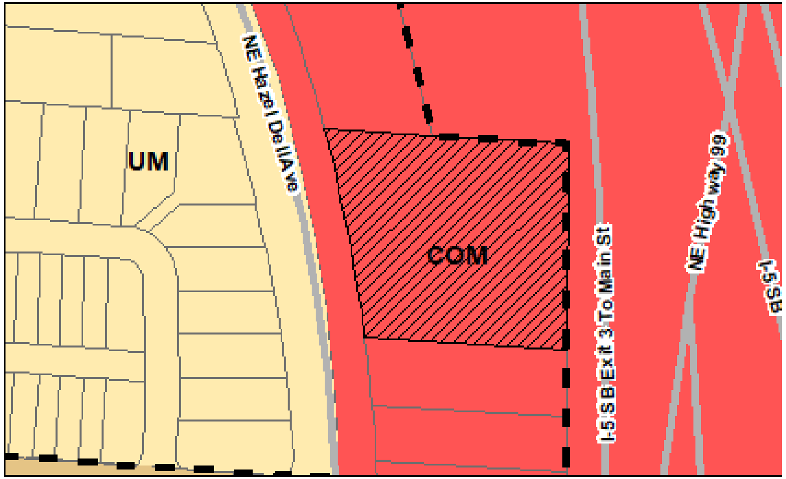


Comprehensive Plan Designations

Clark County Comprehensive Plan – Commercial (C)



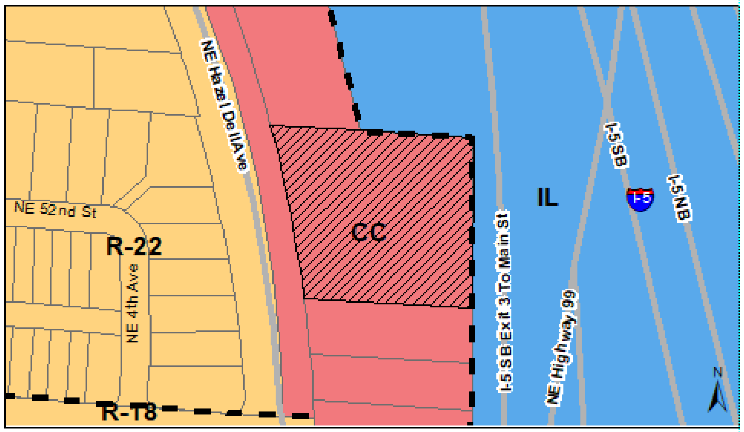
Proposed City of Vancouver Comprehensive Plan – Commercial (COM)



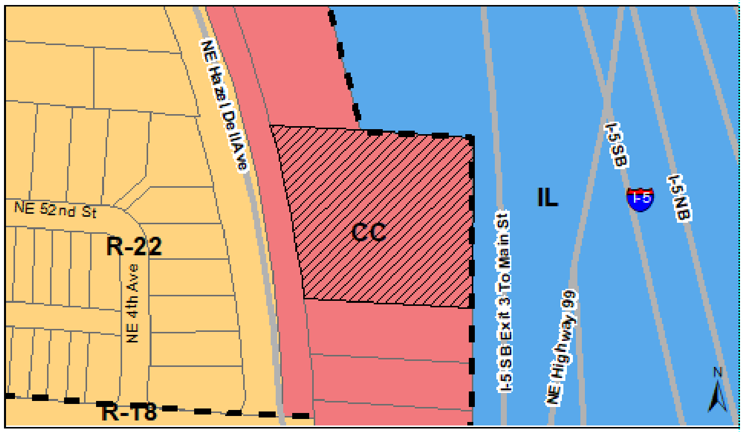
CITY OF Vancouver WASHINGTON

Zoning Designations

County: Current Zoning Designation – Community Commercial



City: Proposed Zoning Designation- Community Commercial



Assumption of Debt

- There is currently no existing City debt to be passed on to the annexed area.

Next Steps

- Final hearing for Annexation Ordinance
- Notice of annexation sent to property owner
- Notice of annexation sent to Washington Office of Financial Management

Questions and Discussion

Bryan Monroe, Associate Planner
bryan.monroe@cityofvancouver.us

Rebecca Kennedy, Long Range Planning Manager
Rebecca.Kennedy@cityofvancouver.us

www.cityofvancouver.us/annexation

Staff Report 031-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 3/1/2021

SUBJECT Kitterman Annexation

Key Points

- Single owner request to annex into the City of Vancouver.
- Site is approximately .74 acres located at 5115 NE Hazel Dell Avenue which is generally west of Interstate 5 and north of Newhouse Road

Strategic Plan Alignment

Goal 1, Objective 1.1: Develop and maintain a safe, balanced and innovative transportation system that will meet the needs of future generations.

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

Present Situation

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

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

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

Advantage(s)

1. Supports request of property owner annexation request.
2. Annexes into the City an area where the City is already providing water and sewer services.
3. Ensures future development will conform to City development standards.

Disadvantage(s)

None.

Budget Impact

None.

Prior Council Review

- Memorandum to Council September 9, 2020 regarding annexation details and processing guidelines.
- Public meeting September 28, 2020
- Public meeting October 19, 2020 adopting Resolution M-4101 allowing annexation to proceed.
- Public hearing 1st reading February 22, 2021 (scheduled)
- Public hearing 2nd reading and decision March 1, 2021 (scheduled)

Action Requested

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

Bryan Monroe, Associate Planner, 360-487-7958

ATTACHMENTS:

- Kitterman Annexation Ordinance
- Kitterman Annexation Ordinance Exhibits
- Presentation

ORDINANCE NO. _________

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

WHEREAS, pursuant to RCW 35.13.005, no city located in a county in which urban growth areas have been designated under RCW 36.70A.110 may annex territory beyond an urban growth area; and,

WHEREAS, pursuant to RCW 36.70A, the City of Vancouver has an urban growth area designated under the Growth Management Act; and,

WHEREAS, the proposed annexation area is located in Vancouver's urban growth boundary, and is contiguous to the City of Vancouver along the northern border near the NE corner of the intersection of NE Hazel Dell Avenue NE Newhouse Street; and

WHEREAS, pursuant to RCW 35.13.125, the City of Vancouver received a signed annexation petition from property owners of at least 60% of the assessed value of land within the defined annexation area; and,

WHEREAS, pursuant to RCW 35.13.410 on October 19, 2020 Vancouver City Council met with the initiating party, considered public testimony, and voted to accept the annexation request;

defined the geographic extent of the proposed annexation; determined the comprehensive plan and zoning designation; and did not require assumption of all or any portion of the existing city indebtedness by the area to be annexed; and,

WHEREAS, pursuant to RCW 35.21.005, on January 8, 2021, the Clark County Assessor certified that the signature represents property owner support from more than 60% of the total assessed valuation of the proposed annexation area.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Location of Annexation Area: Pursuant to RCW 35.13 the Kitterman the proposed annexation area is located in Vancouver's urban growth boundary, and is contiguous to the City of Vancouver along the northern border near the NE corner of the intersection of NE Hazel Dell Avenue NE Newhouse Street. The legal description of such annexing land is set forth in Exhibit "A", attached hereto and incorporated herein. A parcel map of such annexing land is set forth in Exhibit "B", attached hereto and incorporated herein.

Section 2. Comprehensive Plan and Zoning Designations: Currently the land located in the Kitterman Annexation area has Clark County comprehensive plan designations of Commercial (C), and zoning designation of Community Commercial (CC). Upon annexation the comprehensive plan designation for the parcel will be Commercial (COM). Upon annexation the zoning designation shall be Community Commercial (CC) as set forth in Exhibits "C" and "D" attached hereto and incorporated herein.

Section 3. Comprehensive Plan and Zoning Maps: The comprehensive plan and zoning designations provided for in Section 2 shall, upon the designated effective date, be applied to the land being annexed, as shown on the maps attached hereto and incorporated herein as Exhibits “C” and “D”.

Section 4. Indebtedness: As decided by City Council on October 19, 2020, the City will not require the property owner within the annexation boundary to assume any existing city indebtedness.

Section 5. Signature Certification: Pursuant to RCW 35.21.005, the County Assessor issued a Certification of Sufficiency dated January 8, 2021 regarding the signature support for Kitterman annexation, as set forth in Exhibit “E”.

Section 6. Signature Acceptance: City Council hereby accepts the certified signatures supporting annexation of the Kitterman annexation.

Section 7. Annexation Approval: City Council hereby approves the Kitterman annexation as described herein.

Section 8. 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 _________________, 2021.

____
Anne McEnerny-Ogle, Mayor

Attest:

____
Natasha Ramras, City Clerk

Approved as to form:

____
Johnathan Young, City Attorney

SUMMARY

ORDINANCE NO. _________

AN ORDINANCE relating to approval of an annexation pursuant to RCW 35.13.125; establishing the geographic extent, defining the comprehensive plan and land use designations, and determining the assumption of all or any portion of existing city indebtedness; accepting the certified petition supporting annexation; and providing for an effective date for the Kitterman annexation thirty (30) days following the date of final adoption.

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).

EXHIBIT"A"

THAT PORTION OF LOT 18, ALKI HOMESTEAD LOTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK "A" OF PLATS, PAGE 2, RECORDS OF CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE 10 ACRE TRACT CONVEYED TO G.H. OMAN IN ALKI HOMESTEAD LOTS, SECTION 15, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, AS RECORDED IN BOOK 88, PAGE 469, RECORDS OF SAID COUNTY; THENCE EAST 306 FEET TO THE WEST LINE OF THE NEW PACIFIC HIGHWAY, AS NOW LOCATED; THENCE ALONG THE WESTERLY LINE OF SAID NEW PACIFIC HIGHWAY, AS FOLLOWS: SOUTH 6 FEET, MORE OR LESS, SOUTHERLY 176 FEET, MORE OR LESS, TO THE SOUTH LINE OF G.H. OMAN TRACT; THENCE WEST 278 FEET, MORE OR LESS, TO THE CENTER OF PACIFIC HIGHWAY SALMON CREEK ROAD; THENCE NORTHERLY 186.4 FEET ALONG THE CENTER OF SAID PACIFIC HIGHWAY SALMON CREEK ROAD TO THE POINT OF BEGINNING.

ALSO INCLUDING THAT PARCEL CONVEYED TO THE STATE OF WASHINGTON FOR HIGHWAY PURPOSES, AS RECORDED UNDER AUDITOR'S FILE NO. 9410310047.

EXCEPT THOSE PORTIONS THEREOF CONVEYED TO THE STATE OF WASHINGTON FOR HIGHWAY PURPOSES, AS RECORDED UNDER AUDITOR'S FILE NOS. G 208779 AND G 226131 AND 7908030094.

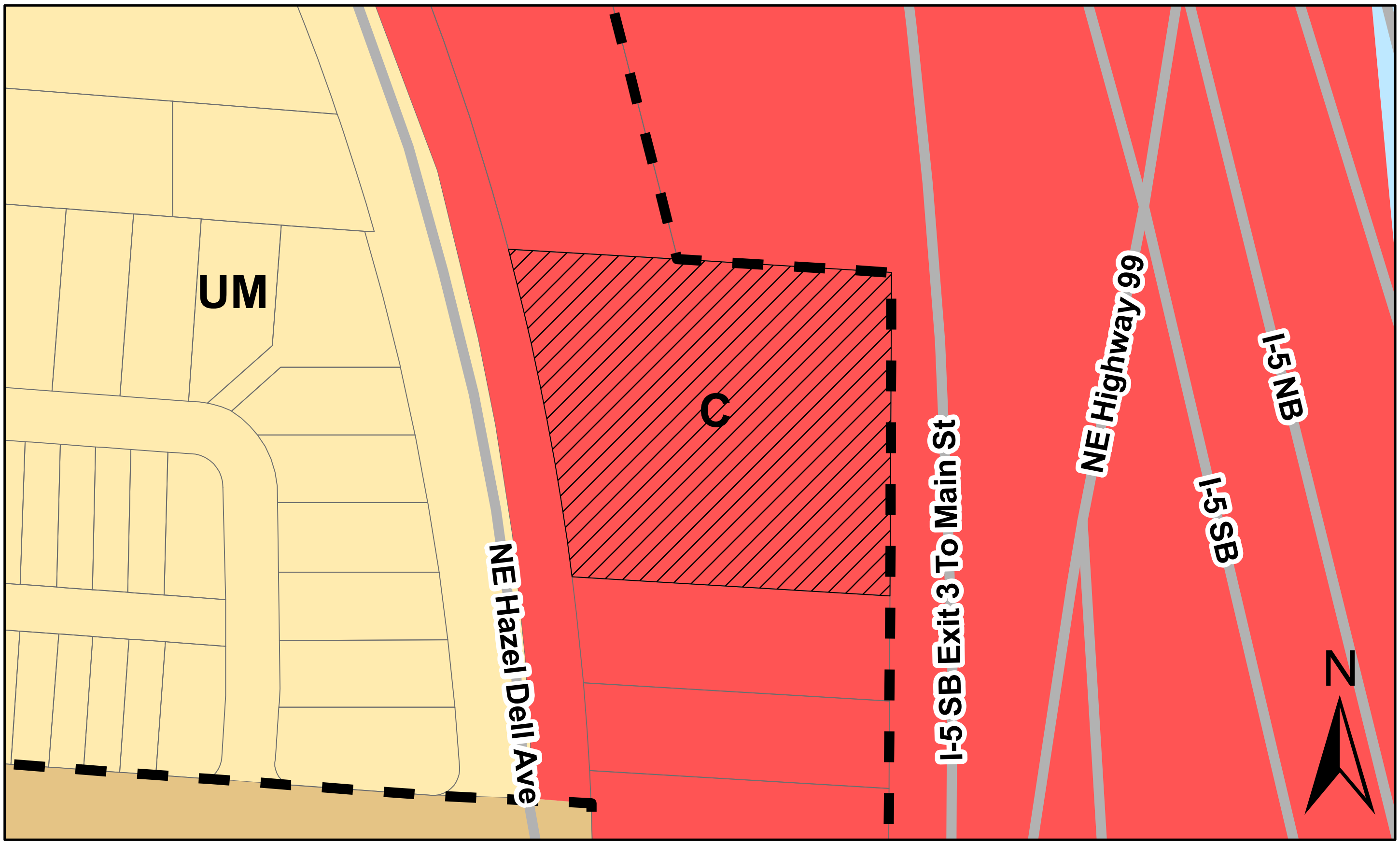
EXCEPT COUNTY AND STATE ROADS.

ALSO EXCEPTING THAT PORTION CONVEYED TO CLARK COUNTY BY AUDITOR'S FILE NO.7908030094.

Exhibit B: Annexation Boundary

Exhibit C
Comprehensive Plan Designation

Current Clark County Comprehensive Plan Designation



Proposed City of Vancouver Comprehensive Plan Designation

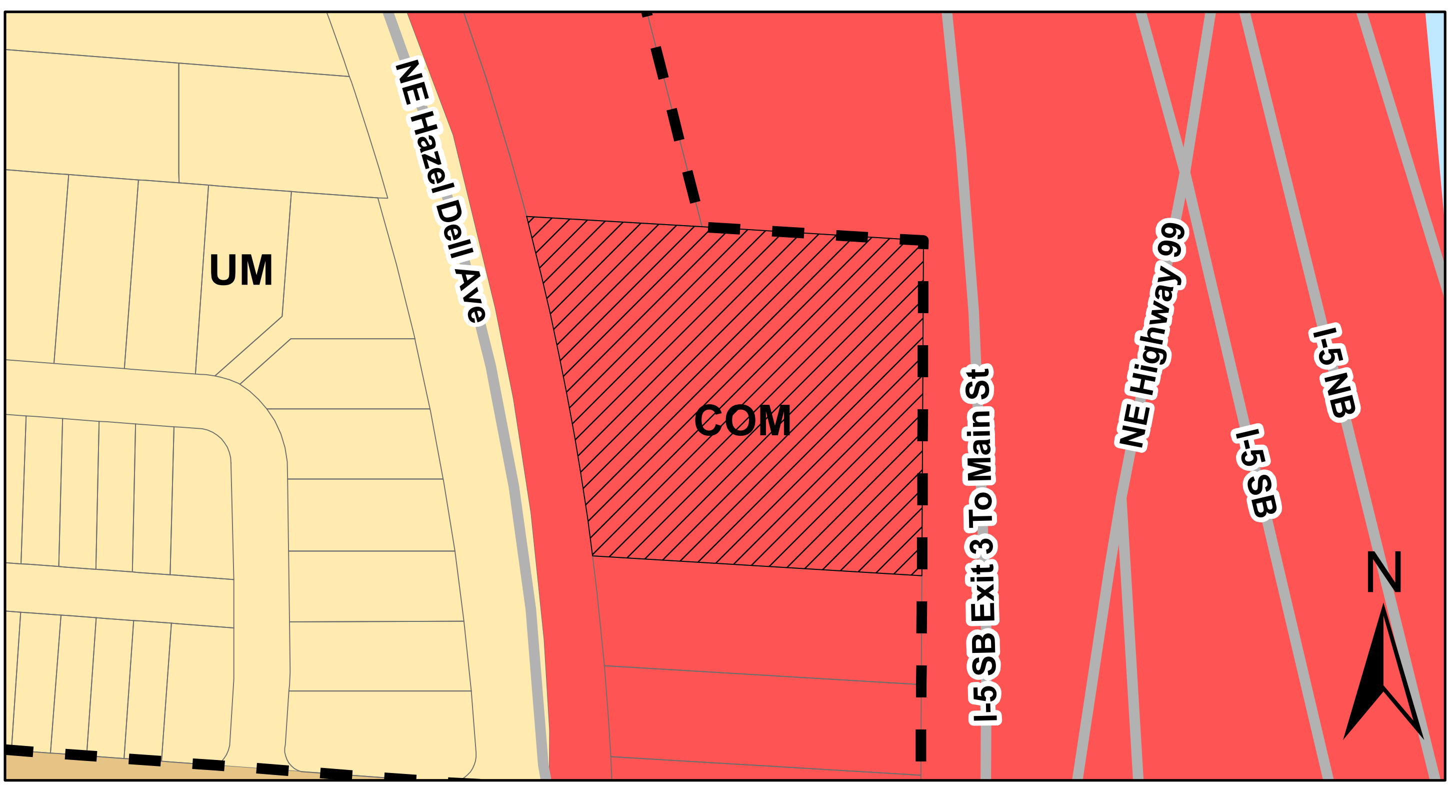
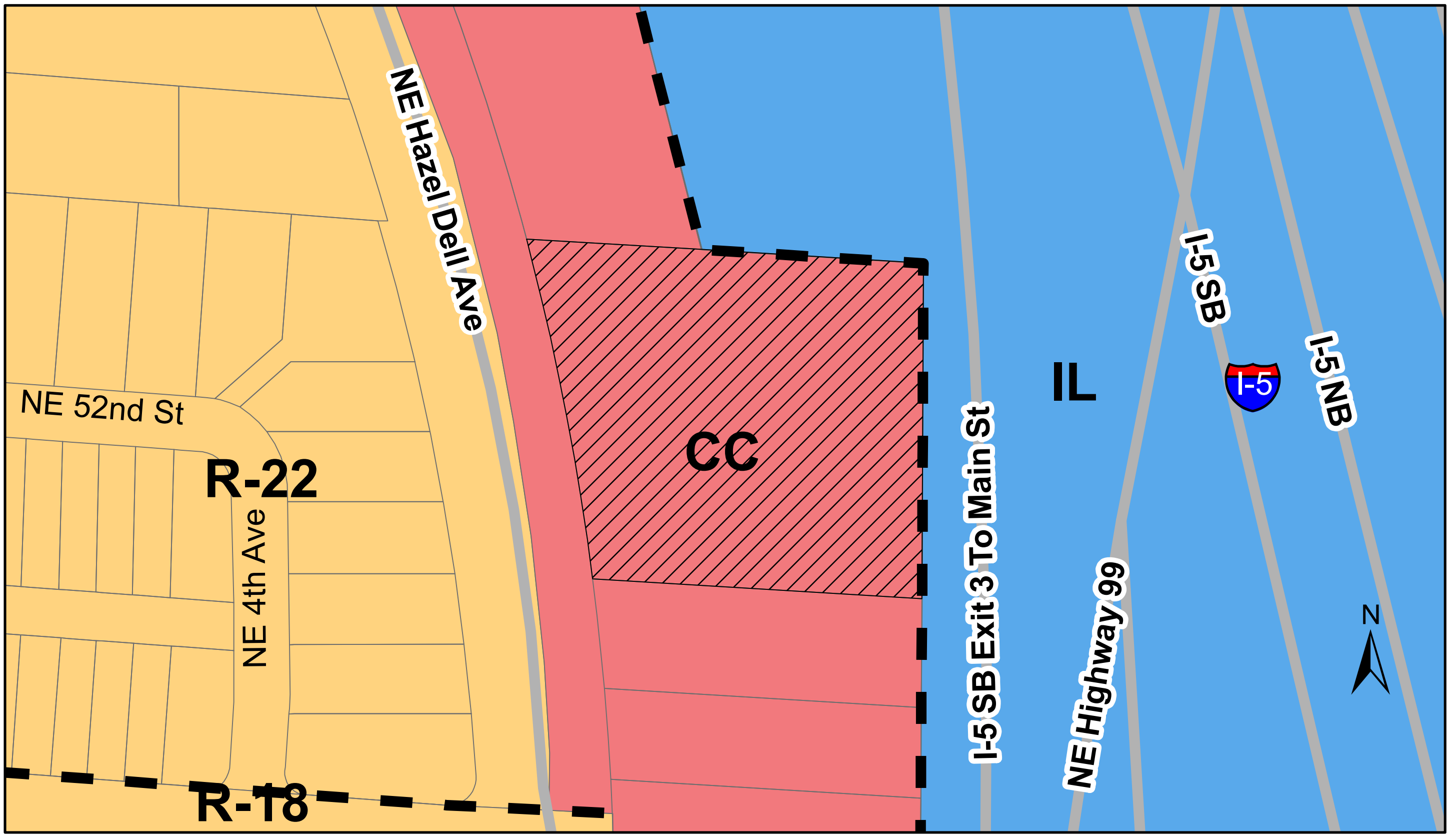


Exhibit D

Current Clark County Zoning Designation



Proposed City of Vancouver Zoning Designation

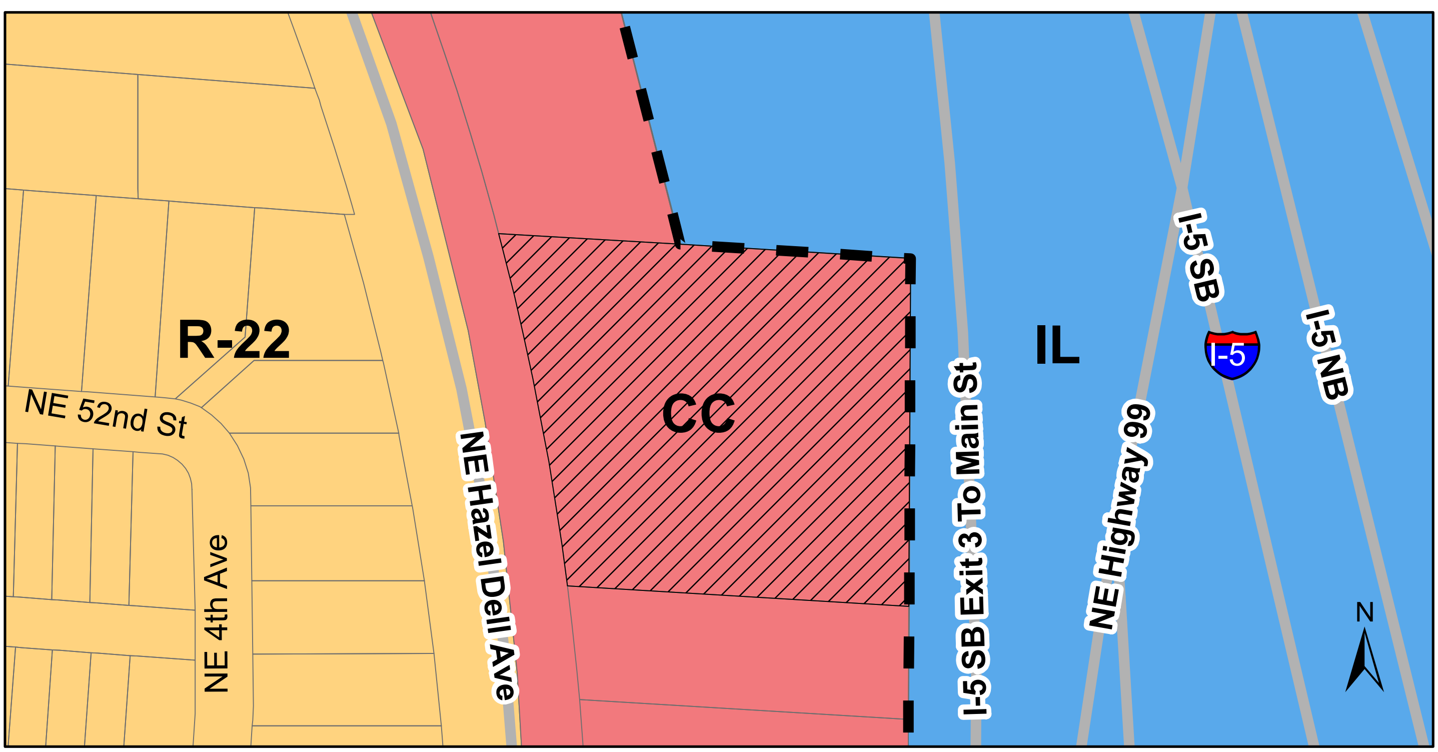


Exhibit E

Certification of Sufficiency
Kitterman Annexation

The City of Vancouver on January 5, 2021 submitted for review by Clark County Assessor, a USC to annex to the city, approximately 0.81 acres of land known as the Kitterman Annexation. Subject to the requirements of 35.21.005 I now certify the following in my capacity as Clark County Assessor:

1. On January 5, 2021 the city of Vancouver submitted for certification by the Clark County Assessor utility service covenants (USC) to annex to the city two (2) parcels of land including associated road and public utility rights-of-way, totaling approximately 0.81 acres.

2. The legal description and map of the area proposed for annexation, as provided by the city, are attached to this certification. According to the map provided by the city, this area is in unincorporated Clark County and within the urban growth boundary.

3. The city is completing annexation pursuant to the sixty percent method of annexation RCW 35.13.125 – 170

4. The Clark County Assessor initiated determination of USC sufficiency on January 5, 2021 which is the "terminal date" as defined in 35.21.005

5. The area proposed for annexation has a certified annexation value for general taxation of $248,250

6. USC signatures provided by the city represent valid owner signatures of a combined total assessed value for general taxation of not less than 60% of the total assessed value for general taxation of all property in the proposed annexation area. This review did not address the legal sufficiency of any proxy or utility covenant, only the sufficiency of the presence of signatures thereon.

Therefore, based on the USC certification request and supporting materials submitted by the city, I hereby declare and certify that the USC documents represents the affirmative consent of properties totaling more than 60% of the value according to the assessed valuation for general taxation purposes of the property proposed for annexation.

Given under my hand and seal this January 8, 2021

Peter Van Nortwick

Peter Van Nortwick
Clark County Assessor

Tower Mall Development Moratorium Continuation

March 1, 2021
City Council Public Hearing

Chad Eiken, Director, Community & Economic Development

CITY OF Vancouver WASHINGTON

Presentation Overview & Purpose

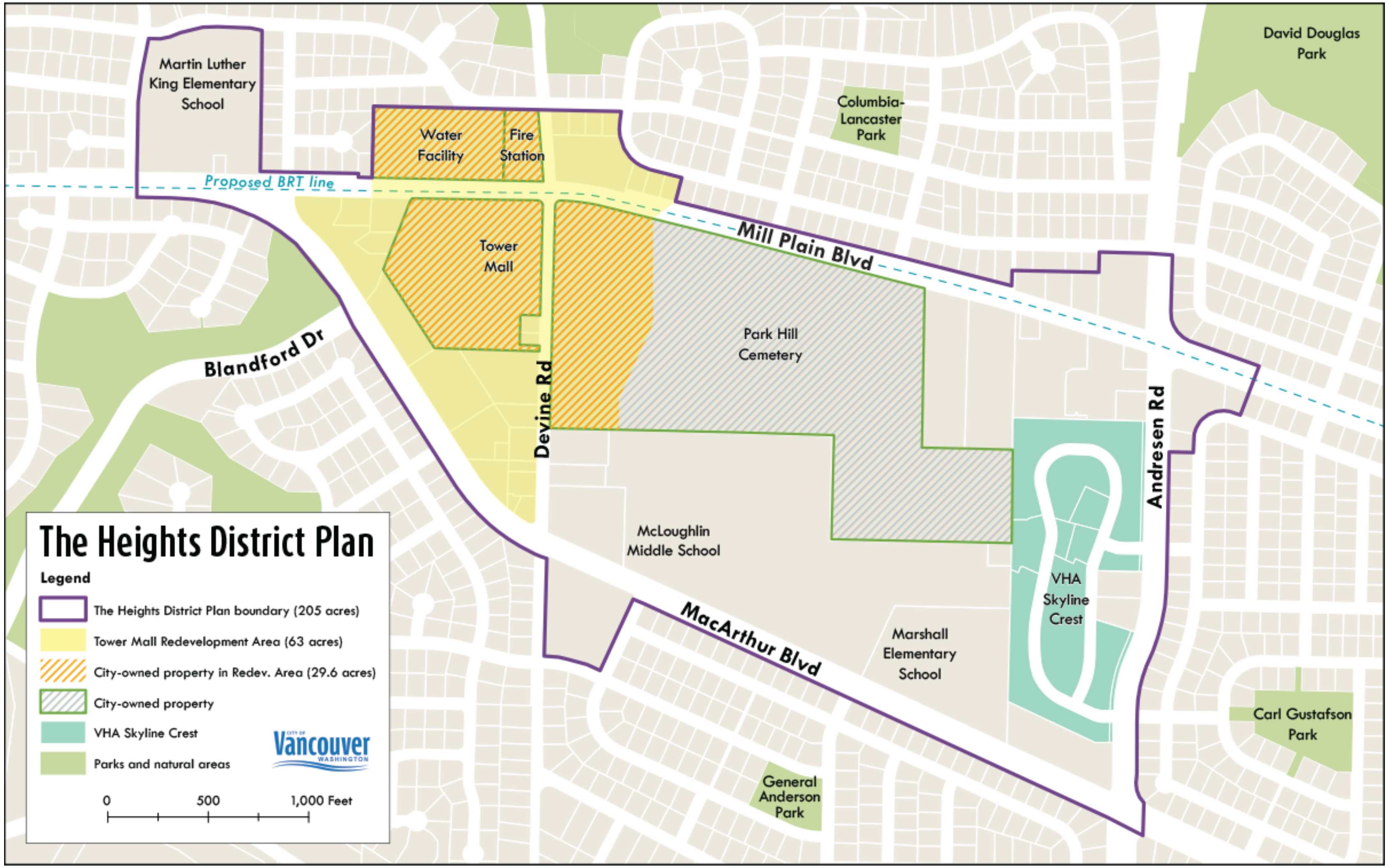
Presentation Overview:

- Status of Heights District Plan Implementation Activities and Public Process
- Tower Mall Moratorium Continuation
- Next Steps

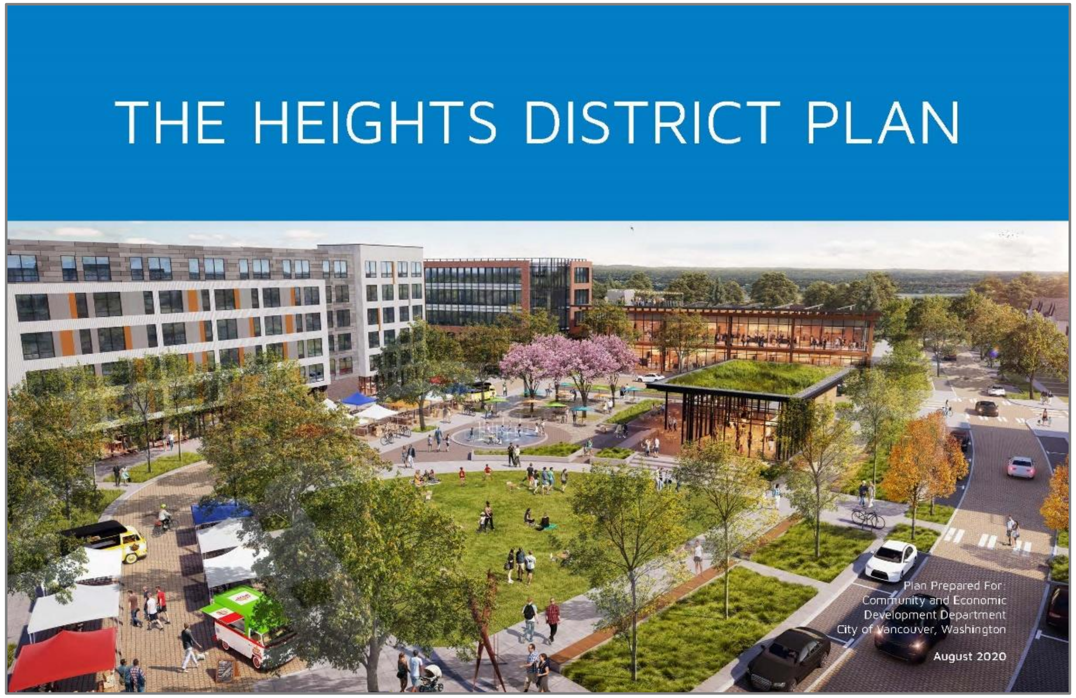
Presentation Purpose:

- Approve ordinance continuing Tower Mall development moratorium for six months

The Heights District



Heights District Plan Implementation



City Council adopted the Heights District Plan on August 17, 2020.

First phase of Plan implementation includes:

- Creation of new HX zoning district and associated design guidelines
- Adoption of a Planned Action for the District
- Updates to street standard details
- Fitwell community certification for the Tower Mall Redevelopment Area
- Demolition of Tower Mall building

CITY OF Vancouver WASHINGTON

Public Outreach and Engagement

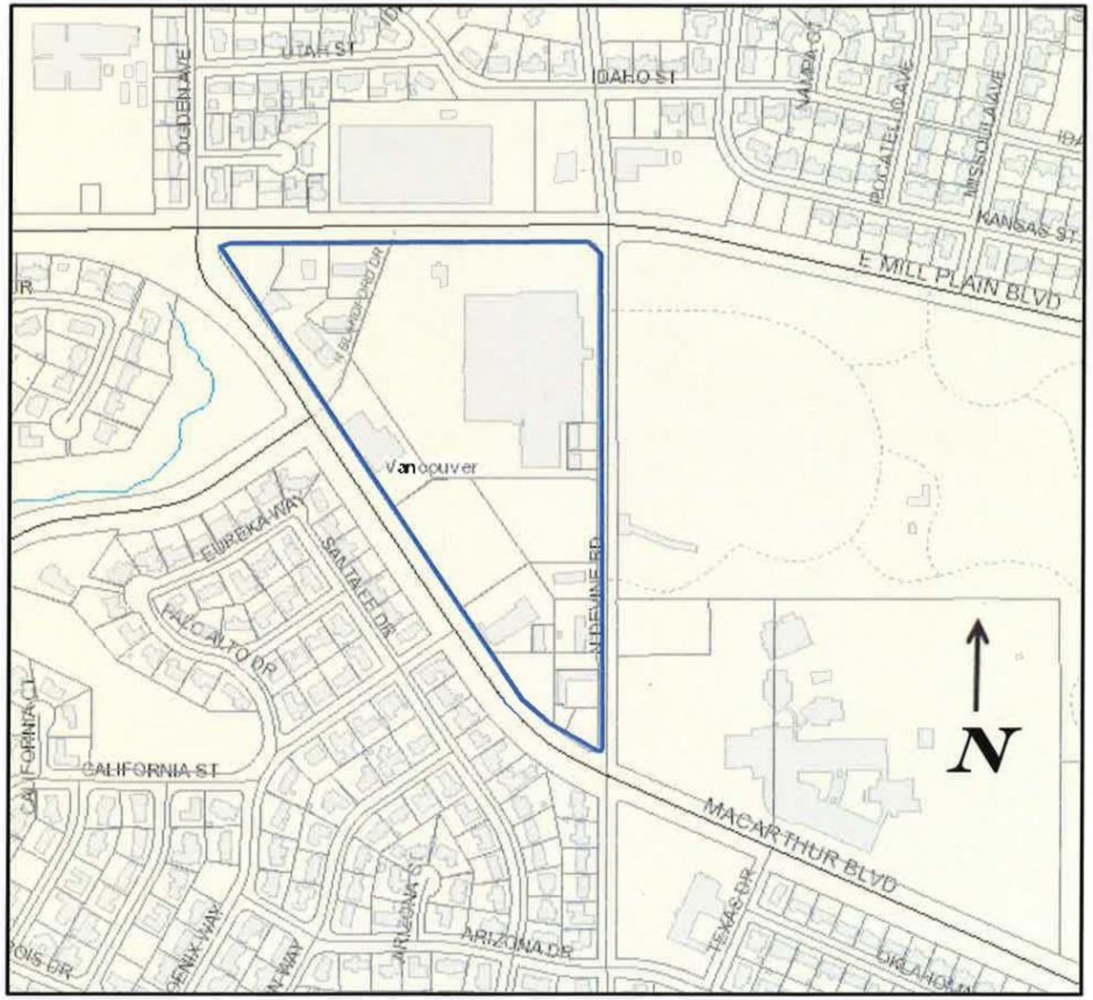
- Neighborhood Associations and coalitions
- Heights Community Advisory Committee (CAC)
- Agency partners
- Property owners
- Businesses
- Services providers
- School groups
- Community-based organizations

Public Input Opportunities

- Planning Commission and City Council workshops and public hearings
- Be Heard page: www.beheardvancouver.org/heights-district-plan
  - Provides information about proposed implementing regulations, how it relates to policy direction in the Heights District Plan, and ways to engage in the process and with staff
- Stakeholder meetings and one-on-one outreach
- Reach out to directly to the project team

Continuation of Development Moratorium

- Continuation of the existing development moratorium for another six months, per RCW 36.70A.390 and 35.63.200



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Continuation of Development Moratorium

- Allows for updates to existing development regulations to ensure that future development aligns with the vision for the Heights
- Staff expects this will be the final extension of the Tower Mall development moratorium

Next Steps

- Continue refining HX zone draft standards based on Council, PC and stakeholder feedback
- Additional renderings and analysis as requested by Council at the 2/8 Heights workshop
- Additional workshops with the Planning Commission anticipated spring 2021
  - Draft Design Guidelines
  - Draft Heights Plan District Code Language
  - Draft Planned Action Ordinance
- Ongoing public outreach and engagement
- Future Council workshops and adoption hearings in late spring/early summer

Action Requested

- Approve ordinance continuing the existing Tower Mall development moratorium for six months, per RCW 36.70A.390 and 35.63.200

Questions and Discussion

Chad Eiken, Director, Community & Economic Development, Chad.Eiken@cityofvancouver.us

www.cityofvancouver.us/TheHeights

www.beheardvancouver.org/heights-district-plan

Item #6.

Staff Report 032-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 3/1/2021

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

Key Points

- State law allows cities and counties to place temporary moratoria on particular uses for up to six months while studies are conducted related to such uses and how they should be regulated. State law allows cities to extend existing moratoria for the same reasons.
- On June 5, 2017, City Council approved Ordinance M-4201 placing an emergency 6-month moratorium on the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area.
- Since then, City Council has extended the temporary moratorium on the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area seven times.
- Staff has nearly completed a subarea planning process for the Heights District, which includes the Tower Mall area. Extension of the moratorium will ensure that future development aligns with the vision articulated in the forthcoming plan.
- The current moratorium expiries March 14, 2021.

Strategic Plan Alignment

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

Goal 8, Objective 8.2: Strengthen neighborhood business districts.

Present Situation

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

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

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

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

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

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

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

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

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

Advantage(s)

1. Allows the City time to adopt amendments to Title 20 that implement the Heights District Plan.
2. Provides time for the public to review the updated development regulations and provide feedback prior to their adoption
3. Avoids applications for uses that would conflict with the achievement of the long-range vision for this is articulated in the Heights District Plan.

Disadvantage(s)

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

Budget Impact

None.

Prior Council Review

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

8. Oct. 22, 2018 First reading, Review of ordinance to continue moratorium
9. Nov. 5, 2018, Approval of ordinance to continue moratorium
10. April 8, 2019, First reading, Review of ordinance to continue moratorium
11. April 15, 2019, Approval of ordinance to continue moratorium
12. September 23, 2019, First reading, Review of ordinance to continue moratorium.
13. October 7, 2019, Approval of ordinance to continue moratorium.
14. March 9, 2020, First reading, Review of ordinance to continue moratorium.
15. March 16, 2020, Approval of ordinance to continue moratorium.
16. August 24, 2020, First reading, Review of ordinance to continue moratorium.
17. September 14, 2020, Approval of ordinance to continue moratorium.

Action Requested

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

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

ATTACHMENTS:

- Ordinance
- Presentation

02/22/21
03/01/21

ORDINANCE NO. ______

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

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

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

WHEREAS, the City Council finds that in order to preserve the ability to implement the subarea plan that includes the Tower Mall area in alignment with the vision articulated therein, it is necessary to temporarily restrict development of new structures; the expansion of existing structures; and subdivisions within the Tower Mall area until new development regulations are established and zoning ordinances are updated; and

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

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

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

WHEREAS, continuing a temporary moratorium as proposed herein will allow the City additional time to implement additional new regulation elements and amend existing zoning ordinances; and

WHEREAS, continuing a temporary moratorium will enable the City to hold public hearings and maximize public input in the development of new standards and guidelines for the Heights District without jeopardizing any possible land use options that may be precluded by unrestricted development; and

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

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

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

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

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

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

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

Read the first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read the second time:

Passed by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this ________ day of ________________________, 2021.

____
Anne McEnerny-Ogle, Mayor

Attest:

____
Natasha Ramras, City Clerk

Approved as to form:

____
Jonathan Young, City Attorney

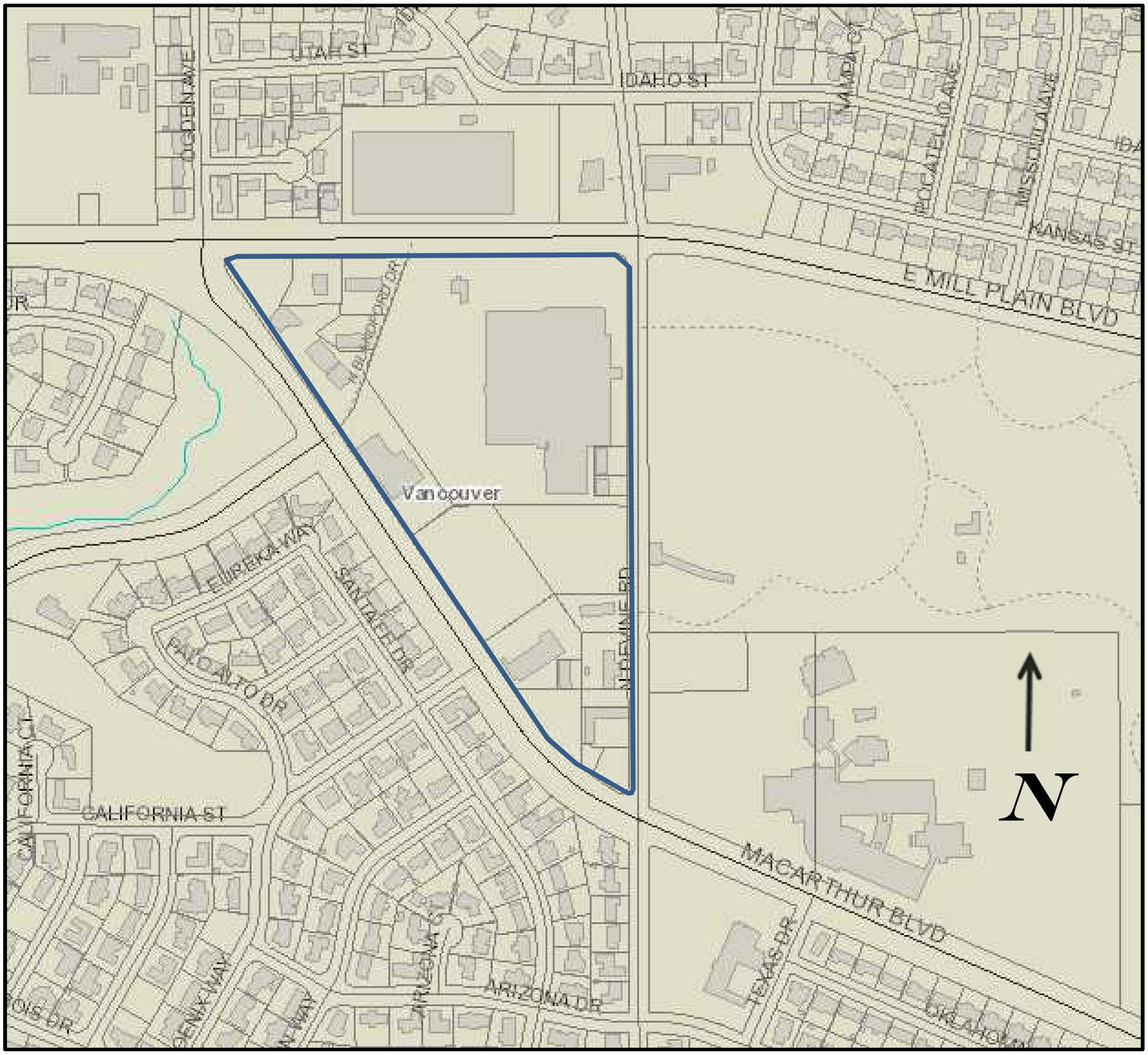
SUMMARY

ORDINANCE NO. M-

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

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

EXHIBIT A: PROPERTIES SUBJECT TO DEVELOPMENT MORATORIUM



ORDINANCE – 6

CITY OF Vancouver WASHINGTON

MEMORANDUM

DATE: March 1, 2021

TO: Mayor and Council

FROM: Mayor Anne McEnerny-Ogle

RE: **Interstate Bridge Replacement Program – Executive Steering Group Meeting #4**

The fourth meeting of the Executive Steering Group (ESG) for the Interstate Bridge Replacement Program (IBRP) occurred on Wednesday, February 17th. Mayor McEnerny-Ogle and City Manager Eric Holmes represented the City of Vancouver at the meeting, supported by Aaron Lande, Policy & Program Manager, and Rebecca Kennedy, Long Range Planning Manager.

The topics discussed at the February 17th ESG meeting topics included updates on Community Advisory Group (CAG) and Equity Advisory Group (EAG) activities, a summary of community engagement activities, and a short discussion to inform the update of the Purpose & Needs and establishment of the Community Vision & Values. The discussion explored three questions:

- What has changed in our region since previous planning efforts on the bridge?
- Why are these changes important to our regional transportation system?
- How can these changes inform the IBR program?

This conversation will continue at future ESG meetings and the Vancouver City Council will have the opportunity to weigh in, starting with a Council workshop on April 19th.

Details and meeting materials can be found here, including community engagement materials: program factsheet, 2021 community engagement overview, and February 2021 community engagement activities.

The next ESG meeting is scheduled for March 17th and the proposed topics are updates and inputs from the CAG and EAG, a report out on Interactive Survey and Community Engagement activities, and review progress on Purpose & Needs and Community Vision & Values.