

CITY COUNCIL MEETING MINUTES

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

www.cityofvancouver.us

Anne McEnerny-Ogle, Mayor

Bart Hansen • Bill Turlay • Alishia Topper • Ty Stober • Linda Glover • Laurie Lebowsky

January 22, 2018

WORKSHOPS (City Council Chambers)

Councilmember Stober was absent for workshops. Councilmember Topper arrived at 4:30 p.m.

4:00-4:30 p.m. CAPLES TERRACE ZONE CHANGE

Council met with Andrew Reule, Senior Planner.

Summary

Staff provided Council with an overview of a proposed zoning change associated with a Vancouver Housing Authority project. (Andrew Reule, 487-7891)

4:30-5:00 p.m. DOWNTOWN ENTRYWAY & WAYFINDING – 6TH STREET ENTRANCE

Council met with Teresa Brum, Economic Development Manager, and Jennifer Campos, Senior Planner.

Summary

Staff provided Council with an update on the City's wayfinding project and provided an overview of proposed entryway signage at the 6th Street entrance to downtown. (Jennifer Campos, 487-7728)

5:00-6:00 p.m. CULTURAL, ART & HERITAGE PLAN UPDATE

Council met with Jeanette (Jan) Bader, Program and Policy Development Manager.

Summary

Staff provided Council with an update on the process to update the City's Cultural, Art & Heritage Plan. (Jan Bader, 487-8606)

COUNCIL REGULAR MEETING (City Council Chambers)

PLEDGE OF ALLEGIANCE

CALL TO ORDER AND ROLL CALL

The regular meeting of the Vancouver City Council was called to order at 7 p.m. by Mayor Anne McEnerny-Ogle in the Council Chambers of City Hall, 415 W. 6th Street, Vancouver, Washington.

Council Regular Meeting MINUTES
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Present: Councilmembers Glover, Topper, Turley, Hansen, Mayor McEnerny-Ogle
Absent: Councilmember Stober

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

Mayor McEnerny-Ogle recognized Cub Scouts from Pack 306.

APPROVAL OF MINUTES OF JANUARY 8, 2018

Motion by Councilmember Hansen, seconded by Councilmember Glover, and carried unanimously to approve the meeting minutes of January 8, 2018.

PROCLAMATION: SLAVERY AND HUMAN TRAFFICKING PREVENTION MONTH

Mayor McEnerny-Ogle read and presented a proclamation to Michelle Bart, Co-Founder of the National Women's Coalition Against Violence (NWCAGE), and Kay Vail, Chair of the Human Trafficking Task Force of Clark County, proclaiming January 2018 as Slavery and Human Trafficking Prevention Month.

CITIZEN COMMUNICATION (ITEMS 1-5)

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

CONSENT AGENDA (ITEMS 1-5)

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

1. 2017 JOINT AGENCY SLURRY SEAL PROJECT, CONSTRUCTION ACCEPTANCE AND RELEASE OF RETAINAGE BOND
(Staff Report 005-18)

Summary

The project provided for the improvement of various roads in the City of Vancouver by placing slurry seal for preservation.

The original construction contract bid amount was \$364,980.00 (Schedule A only). Field adjustments during construction increased the contract amount \$17,539.46 or 4.6 percent. The increase was due to minor surface area overruns on scheduled streets and newly added street surface areas.

The work was completed satisfactorily in accordance with the plans and specifications.

Motion accepted the 2017 Joint Agency Slurry Seal Project as constructed by Telfer Pavement Technologies McClellan, CA, and authorized release of retainage bond in the amount of \$19,125.97, subject to receipt of all documentation required by law. *(Steve Lee, Senior Civil Engineer, 487-7752)*

2. 2017 RESURFACING CURB RAMPS PROJECT, CONSTRUCTION ACCEPTANCE AND RELEASE OF CONTRACT BOND
(Staff Report 006-18)

Summary

The project constructed 95 ADA-compliant curb ramps at various locations across the city in advance of the 2017 Resurfacing and Pavement Preservation project.

The original construction contract bid amount was \$880,800.00. Field adjustments during construction decreased the contract amount \$214,178.15 or 24.3 percent. The majority of the underrun was due to the deletion of 10 ramps and a unit calculation correction resulting in reduction of quantities for bid items; #9 Removal of Sidewalk, #13 Crushed Surfacing Base Course and #26 Cement Conc. Sidewalk & Ramp. Advanced Excavating Specialist of Longview, Washington, has satisfactorily completed the subject improvements in accordance with the plans and specifications.

Motion accepted the 2017 Resurfacing Curb Ramp project as constructed by Advanced Excavating Specialist of Longview, Washington, and authorized release of the contract bond, subject to receipt of all documentation required by law. *(Steve Lee, Senior Civil Engineer, 487-7752)*

3. DELEGATION OF AUTHORITY TO RECEIVE CLAIMS AGAINST THE CITY
(Staff Report 007-18)

A RESOLUTION relating to designating authority to accept claims for damages on the city's behalf pursuant to RCW 4.96.020.

Summary

The Washington legislature passed Engrossed House Bill 1530 in 2001 that imposed a requirement on "[t]he governing body of each local governmental entity [to] appoint an agent to receive any claim for damages made under ... chapter [4.96 RCW]." The City Council adopted Resolution M-3351 on July 23, 2001, to meet this requirement, formally appointing the City's Risk Manager to receive claims made against the City. This position was absorbed into the duties of the Director of General Services until that individual's retirement in 2016. When the Director of General Services retired, that department was eliminated, leaving the City without a formal Risk Manager. This led Council to pass Resolution M-3889, which designated the Citizen Liaison and Administrative Assistant to the City Manager as agents authorized to receive tort claims on the City's behalf. This resolution was necessary to ensure the City complied with RCW 4.96.020.

On January 2, 2018, the City's new Risk Manager began employment, reporting to the Deputy City Manager. Now that the City is operating again with a Risk Manager, it is appropriate to designate that staff person as the proper agent under RCW 4.96.020, given that the Risk Department is tasked with adjusting, managing, and coordinating such claims.

Motion adopted Resolution M-3958 delegating authority to the Risk Manager to receive tort claims on behalf of the City. *(Bronson Potter, City Attorney, 487-8500)*

4. REAUTHORIZATION OF VANCOUVER LAKE WATERSHED PARTNERSHIP INTERGOVERNMENTAL AGREEMENT
(Staff Report 008-18)

Summary

The Vancouver Lake Watershed Partnership was formed in 2004 as the result of efforts by the Port of Vancouver, Clark County, the Fruit Valley Neighborhood Association and the City to bring federal, state and local public agencies with interest and jurisdiction over Vancouver Lake and its watershed together with citizen stakeholders. In 2006, an intergovernmental agreement was entered into between Clark County, the Port of Vancouver and the City to formalize the relationship of the key founding partners and to guide the activities of the partnership. That agreement expired the end of 2016 although an administrative agreement extended certain tasks through the end of 2017 in anticipation of a new agreement being developed.

The new interlocal agreement being proposed would continue activities funded by the partnership primarily focusing on outreach and small-scale projects to enhance the use and understanding of Vancouver Lake. The new agreement would run through 2027 and continue to have Clark County act as the lead administrative agent for project activities.

Motion authorized the City Manager or his designee to execute the Intergovernmental agreement between Clark County, the port of Vancouver and the City of Vancouver regarding the Vancouver Lake Watershed Partnership. *(Brian Carlson, Public Works Director, 487-7131)*

5. APPROVAL OF CLAIM VOUCHERS

Motion approved claim vouchers for January 22, 2018, in the amount of \$11,172,735.95.

PUBLIC HEARINGS (ITEMS 6-7)

6. COLUMBIA TECH CENTER DEVELOPMENT AGREEMENT ADDENDUM NO. 5
(Staff Report 009-18)

Ryan Lopossa, Streets & Transportation Manager, provided staff comments.

A RESOLUTION relating to the amendment of a development agreement, pursuant to RCW Chapter 36.70B, to provide for a City and developer partnership in the completion of a portion of the SE 1st Street improvements between SE 177th Avenue and SE 188th Avenue and authorizing the City Manager or his designee to execute an amendment to a previously approved development agreement.

Summary

The Columbia Tech Center (CTC) Planned Development currently consists of approximately 425 acres, and development on the site is governed by a development agreement that was originally approved in 2000. The CTC is advancing development of properties adjacent to SE 1st Street, which is currently planned for reconstruction by the City. The CTC developers are proposing to participate in the design and implementation of a portion of the SE 1st Street project to better facilitate development of CTC properties adjacent to the street frontage.

The applicant's request consists of the following:

- City and CTC will agree to an alignment design for the segment of SE 1st Street between SE 177th Avenue and SE 188th Avenue*
- CTC will provide construction-ready engineering documents for the new SE 1st Street alignment*
- CTC will provide dedication of approximately 87,000 square feet of right-of-way for new SE 1st Street alignment. CTC will also acquire slope easements and right-of-entry agreements as needed from parcels (Tax Lots 176374-000 & 176385-000) located on the north side of SE 1st Street*
- City will complete construction of the SE 1st Street improvements*
- City will issue Traffic Impact Fee credits for CTC expenditures associated with the SE 1st Street reconstruction*

Mr. Lopossa provided an overview of the proposed development agreement amendment.

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

Councilmember Glover stated her appreciation for CTC's partnership with the City and noted the project has been a significant economic driver in east Vancouver.

Motion by Councilmember Glover, seconded by Councilmember Hansen, and carried unanimously adopted Resolution M-3959 authorizing the City Manager or his designee to execute the Fifth Addendum to the Columbia Tech Center Development Agreement. *(Ryan Lopossa, Streets & Transportation Manager, 487-7706)*

7. AMENDMENT TO VMC 3.22, MULTI-FAMILY HOUSING TAX EXEMPTION (Staff Report 003-18)

Chad Eiken, Community & Economic Development Director, provided staff comments.

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

AN ORDINANCE relating to Multi-Family Housing Tax Exemption program for the City of Vancouver and Vancouver Municipal Code (VMC) Title 3; amending Vancouver Municipal Code Section 3.22.040 relating

to extensions of conditional approval of tax exemptions and providing for severability and providing for an effective date.

Summary

The only proposed change to VMC 3.22 is to provide for an additional extension of the tax exemption conditional certificate when certain criteria are met, as follows:

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

- 1. The anticipated failure to complete construction or rehabilitation within the required time period is due to circumstances beyond the control of the applicant;*
- 2. The applicant has been acting and could reasonably be expected to continue to act in good faith and with due diligence; and*
- 3. All the conditions of the original contract between the applicant and the city will be satisfied upon completion of the project.*
- 4. An additional 12 month extension may be granted where each of the following criteria are met:*
 - a. The request for the extension is for a later phase of a development subject to a development agreement; and*
 - b. The Conditional Certificate was granted prior to February 2015; and*
 - c. Ownership of the property has been transferred subsequent to the granting of the Conditional Certificate."*

Mr. Eiken provided an overview the proposed VMC amendment.

Councilmember Topper clarified that this code change currently would only apply to one project. Mr. Eiken stated that it would apply to any project that meets the criteria. City Manager Eric Holmes added that these criteria are very narrow.

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

Motion by Councilmember Topper, seconded by Councilmember Hansen, and carried unanimously to approve Ordinance M-4224. *(Chad Eiken, Community & Economic Development Director, 487-7882)*

COMMUNICATIONS

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

ADJOURNMENT

7:42 P.M.

Anne McEnery-Ogle, Mayor

Attest:

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

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



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(360) 487-8600 | WA Relay: 711
Amanda.Delapena@cityofvancouver.us

Solid Waste Collection Contract Update

VANCOUVER
CITY HALL

CITY OF
Vancouver
WASHINGTON

February 12, 2018

Vancouver City Council Workshop

Tanya Gray, Solid Waste Supervisor

Rich McConaghy, Environmental Resources Manager

Brian Carlson, Public Works Director

2/5/2018 12:38 PM

Workshop Goal

The purpose of this workshop is to:

- review the current status of Vancouver's solid waste services,
- allow for discussion and questions,
- then confirm direction of staff strategy for launching the next contract term for delivery of solid waste collection services.



Presentation Overview

- Regulatory Environment
- Solid Waste Services Status
- Background/History
- Service Delivery Options for Next Decade
- Discussion/Questions

Regulatory Environment

Federal Level:

- Environmental Protection Agency (EPA) regulates disposal of solid waste under the Resource Conservation and Recovery Act, Subtitle D.

State Level

- Washington Utilities and Transportation Commission (WUTC) regulates collection of solid waste in unincorporated areas.
- Department of Ecology regulates compliance with federal regulations for processing and disposal of solid wastes.

Regulatory Environment

Local Level

- Clark County oversees 20-year solid waste management plan. City of Vancouver is a legal party to the plan. County appoints Solid Waste Advisory Commission, with City representation.
- In unincorporated areas, Clark County contracts for curbside recycling/yard debris collection. WUTC regulates garbage collection.

Regulatory Environment

Local Level

- City of Vancouver provides for collection of garbage/recycling through hauler contract.
- Vancouver Solid Waste contributes to development planning, provides resources for neighborhoods and businesses, funds litter collection and community cleanups, assists with regional education/outreach.



Current Status of Contract



- Vancouver Municipal Code 6.12.170 specifies that the city “... shall let a contract or contracts to provide for the collection of all solid wastes (as defined in Section 6.12.010) and residential recyclables within the city.”
- Current comprehensive contract expires on January 31, 2020.

Current Status of Contract

- Waste Connections of Washington is the current contractor providing garbage, recycling and yard debris collection services to businesses and residents within the City of Vancouver.
- Contract Term language allows for possible negotiated extension for implementing a residential curbside Food Waste/Organics program (extension not to exceed 10 years).
- City has option to extend for 2 one-year periods (Jan. 31, 2022).

Status of Customer Satisfaction Surveys

City's community surveys indicate consistent high customer satisfaction with solid waste services.

- Average score of 4 on scale of 1-5 for annual community satisfaction surveys conducted since 2004. (5=highest)
- Results of 2012 Vancouver Solid Waste customer survey: More than 98% of respondents agreed or strongly agreed that they are satisfied with Waste Connections' billing and operations services.



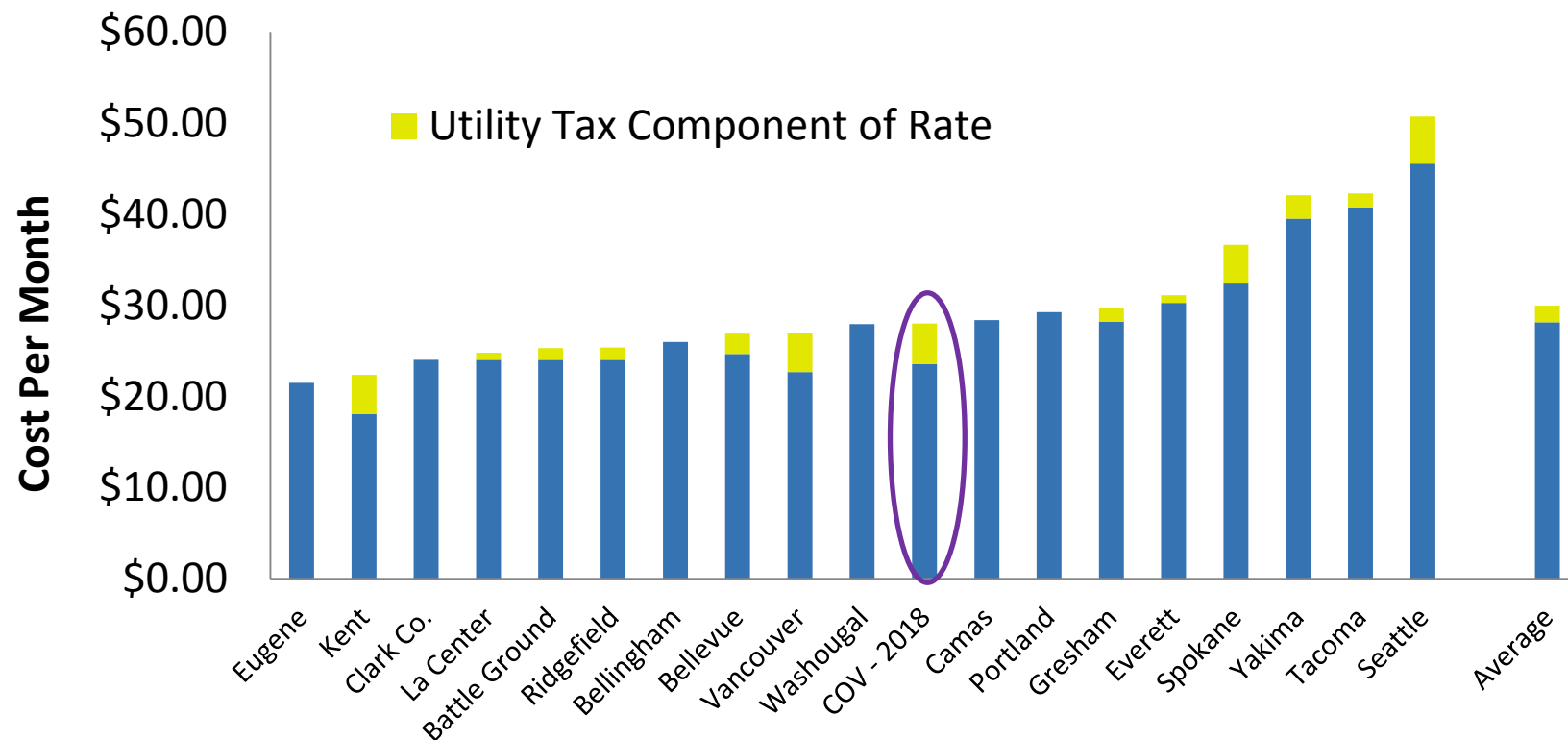
Current Status

Residential Customer Mix:

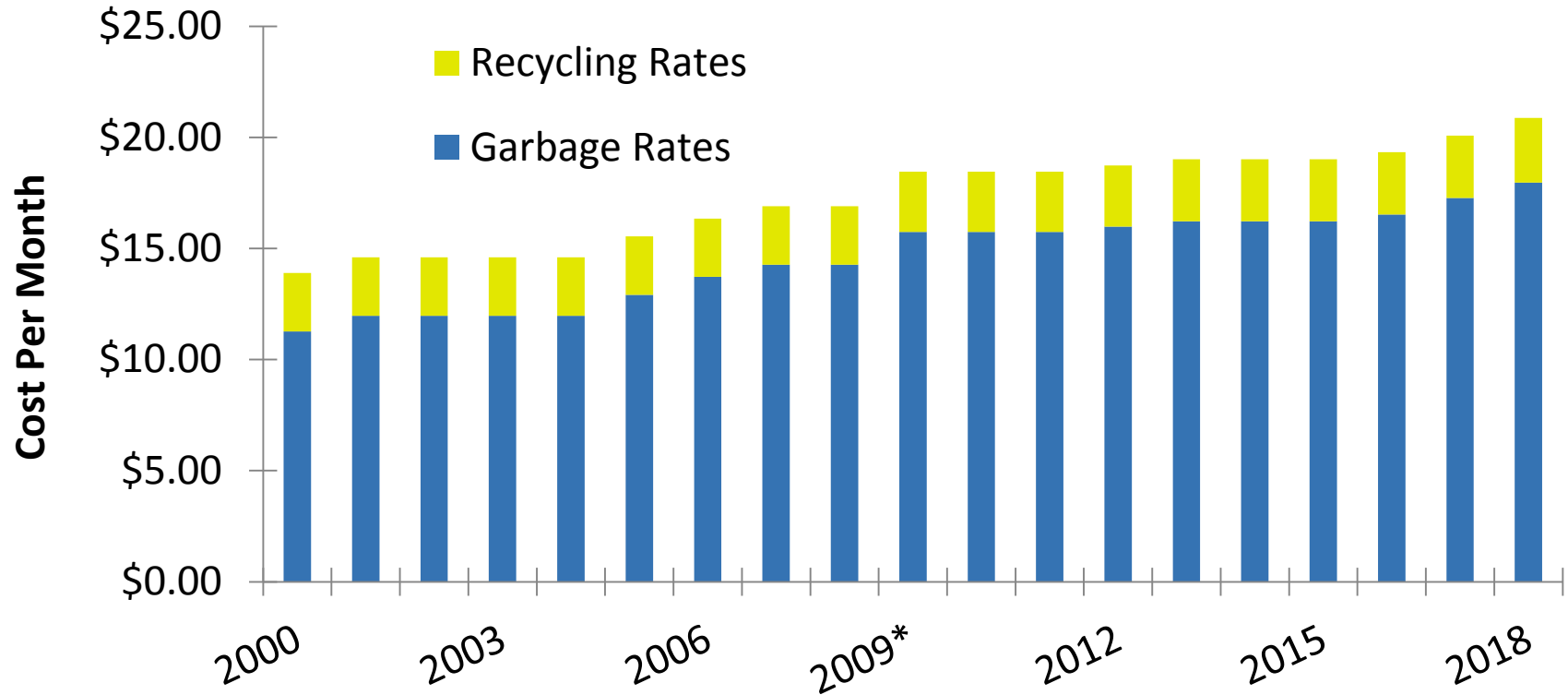
Service Level:	32-gal per mo.	20-gal EOW	20-gal per wk.	32-gal EOW	32-gal per wk.	64-gal per wk.	96-gal per wk.
Customers	1,391	509	1,550	5,692	28,560	6,330	580
Percent	3.1%	1.1%	3.5%	12.8%	64.0%	14.2%	1.3%
2018 Rate	\$10.99	\$13.68	\$16.38	\$16.38	\$20.87	\$38.84	\$56.81

- Note – 64-gal Every Other Week (EOW) included in 32-gal/wk.
- 2018 rate is monthly cost and includes \$2.90 for recycling

Solid Waste Rate Comparisons - 2017



History of Solid Waste Rates



Current Service Delivery

Waste Connections Operational Statistics:

Residential Collection (45,000+ single-family residential customers)

- 10 automated, 2 semi-automated (+ mini) garbage trucks– 2,500 TPM
- 7 automated recycling trucks (+ mini) – 900 TPM
- 4 automated multi-family recycling trucks – 200 TPM
(26,500 units – 500 multi-family residential complexes)
- 4 automated yard debris trucks (+ mini) – 800 TPM
(27,200 customers EOW + on-call – 60% subscription rate)

TPM = Tons per Month

Current Service Delivery

Waste Connections Operational Statistics:

Commercial Collection

- 700 cart customers, 2,000 container customers, 33 compactor customers, 800 drop-box hauls per month
- 6 front-load garbage trucks + 4 front-load recycling trucks
- 8 roll-off trucks (+ pickle-fork truck)
- 1 automated commercial recycling truck (pilot program)

Background/History

Current Collection Contract with Waste Connections:

- Originally issued January 1, 1997, to Waste Management for Westside garbage and yard debris (Citywide at that time)
- Eastside Contract with BFI in 1997 for annexation; contract later purchased by Waste Connections of Washington (WCW)
- Separate contracts for curbside, multi-family recycling and yard debris collection merged with two garbage contracts in 2003
- Consolidated into a single citywide contract in 2005

Background/History

Current Collection Contract with Waste Connections:

- Extension language added as part of annexation process in 2005 (5,000 homes = 18 mo.) Extended once, with expiration date of January 31, 2015.
- Contract with Waste Connections amended June 1, 2009, to provide shift from 3-bin recycling to cart-based mixed curbside recycling. Change in technology allowed for 5-year contract extension to January 31, 2020.

Service Delivery for Next Decade

- Curbside food waste/organics collection offered with subscription yard debris service (Hauler would secure processing system commitment, including yard debris.)
- Commercial recycling service offered as universal service paid through garbage rates (Builds on current pilot program)
- Tailored services for downtown and/or high-density developments (Examples: Daily cart service, valet/concierge, smaller truck, etc.)
- Marketing/promotion of services

Service Delivery for Next Decade

- Improve bulky items collection services, with attention to residents in multi-family complexes
- Expand opportunities for community recycling of materials not included in the curbside programs (Example: Partner with small businesses or non-profit organizations)
- Demonstrate how garbage and recycling services will be delivered to and accessed by diverse populations in Vancouver
- Update and modernize standard language

Service Delivery for Next Decade

A contractor that practices and exhibits traits of The Vancouver Way:

- Adaptability
- Openness
- Innovation
- Mutual Commitment and Respect
- Expect the Best from Ourselves
- Well-Being



Recommended Next Steps

Step 1: Extend current contract 6 or 18 months: Transition in summer rather than end of January; allows for 3.5 years of transition time for next option.

Step 2: Develop new contract, either with existing contractor or through a competitive request for proposal process.

Council Discussion & Feedback



Questions and Discussion

- Tanya Gray, Solid Waste Supervisor
tanya.gray@cityofvancouver.us or 360-487-7163
- Rich McConaghy, Environmental Resources Manager
rich.mcconaghy@cityofvancouver.us or 360-487-7165

STAFF REPORT NO. 010-18

TO: Mayor and City Council
FROM: Eric Holmes, City Manager

DATE: 2/12/2018



Subject: 2017 Rehabilitation Project, construction acceptance and release of retainage bond.

Key Points:

- The City maintains approximately 1,875 lane miles of streets in its system.
- The City's annual resurfacing and preventive maintenance contracts are the primary way curb-to-curb work is done on City streets.
- Contract was awarded June 2017.
- Construction began in July 2017.
- Construction completion in December 2017.

Objective: To accept construction as complete and authorize release of retainage bond.

Present Situation: This project rehabilitated various residential streets throughout the City including streets in the Northwest, Oakbrook, Burton Ridge, Mountain View, Cascade Highlands, and Cascade South East neighborhoods. The work involved approximately 76,000 square yards of pulverizing or grinding existing pavement and 12,000 tons of asphalt concrete mix. Lakeside Industries of Vancouver, Washington, has satisfactorily completed the subject improvements in accordance with the plans and specifications.

The original construction contract bid amount was \$1,662,552.00. Field adjustments during construction decreased the contract amount to \$1,545,058.18, a 7.1% decrease. The majority of the decrease was due to a significant quantity reduction in the adjustment of manholes and catch basins than anticipated.

An apprenticeship utilization goal of 4% was required for this project. The contractor exceeded the required goal with an apprenticeship utilization of 7.4% for the project.

Advantages:

1. Completes the City's contractual requirement to accept the project.
2. Formal project acceptance allows for closure on third party bond claims and facilitates release of the contractor's retainage.

Disadvantages: None.

Budget Impact: This project is funded by Pavement Management Program in the Street Fund.

Prior Council Review: Award of construction contract for the 2017 Rehabilitation Project on June 5, 2017.

Action Requested: On February 12, 2018, accept construction as complete in accordance with contract plans and specifications and authorize release of retainage bond to Lakeside Industries of Vancouver, Washington, subject to receipt of all documentation required by law.

STAFF REPORT NO. 011-18

TO: Mayor and City Council
FROM: Eric Holmes, City Manager



DATE: 2/12/2018

Subject: 2017 Resurfacing Project, construction acceptance and release of retainage.

Key Points:

- The City maintains approximately 1,875 lane miles of streets in its system.
- The City's annual resurfacing and preventive maintenance contracts are the primary way curb-to-curb work is done on City streets.
- Contract was awarded June 2017.
- Construction began in July 2017.
- Construction completion in December 2017.

Objective: To accept construction as complete and authorize release of retainage bond.

Present Situation: This project rehabilitated various arterial street sections throughout the City including portions of NE 109th Avenue, NE 39th Street, SE Park Crest Avenue, SE 160th Avenue, SE Village Loop, SE 20th Street, and SE Evergreen Highway. The work involved approximately 7 lane miles of asphalt concrete pavement and 17,700 tons of asphalt concrete mix. Granite Construction Company of Vancouver, Washington, has satisfactorily completed the subject improvements in accordance with the plans and specifications.

The original construction contract bid amount was \$2,327,327.00. Field adjustments during construction increased the contract amount to \$2,354,084.55, a 1.1% increase. The majority of the increase was due to an increase in the flagging quantity necessary to safely perform the work.

An apprenticeship utilization goal of 4% was required for this project. The contractor achieved apprenticeship utilization of 3.8%. The contractor was assessed a penalty of \$218.18 for the unmet apprenticeship labor hours as specified in the contract.

Advantages:

1. Completes the City's contractual requirement to accept the project.
2. Formal project acceptance allows for closure on third party bond claims and facilitates release of the contractor's retainage.

Disadvantages: None.

Budget Impact: This project is funded by Pavement Management Program in the Street Fund.

Prior Council Review: Award of construction contract for the 2017 Resurfacing Project on June 5, 2017.

Action Requested: On February 12, 2018, accept construction as complete in accordance with contract plans and specifications and authorize release of retainage in the amount of \$117,704.23 to Granite Construction Company of Vancouver, Washington, subject to receipt of all documentation required by law.

STAFF REPORT NO. 012-18

TO: Mayor and City Council
FROM: Eric Holmes, City Manager



DATE: 2/12/2018

Subject: Granada South Sanitary Sewer Improvements, Project No. 083418 construction acceptance and release of retainage bond.

Key Points:

- The project installed over 14,000 linear feet of gravity sewer.
- Public sanitary sewer is now available to 275 parcels
- Staff proposes awarding construction acceptance and release of the retainage bond.

Objective: Final acceptance of sewer construction for the Granada South SCIP project. This action supports Goal 1, Objective 1.2 of the Strategic Plan. *“Insure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained.”*

Present Situation: Nutter Corporation of Vancouver, Washington, has completed construction of the Granada South Sewer Connection Incentive Program (SCIP) project. The project provided reliable sewer service to 275 parcels by installing over 14,000 linear feet of 8-inch gravity sewer mains in the following Avenues: NE 120th, NE 122nd, NE 123rd, NE 124th, NE 125th, NE 126th, NE 127th, and NE 128th as well as the following Streets: NE 77th, NE 78th, NE 79th, NE 80th and NE 81st.

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

<i>TOTAL CONTRACT COSTS</i>	
Labor, Equipment and Material	\$2,324,477.96
Sales Tax	\$195,256.15
Total	\$2,519,734.11
Retainage	Bond

The original contract amount, including sales tax, was \$2,330,962.22. The final project cost was \$2,519,734.11, which was \$188,771.89 (under 8%) greater than the original contracted amount. The difference between original contract amount and final contract amount can be attributed to extra street restoration required by Clark County, as well as the typical variances in unit prices and/or quantities commonly encountered during construction.

An apprenticeship goal of 4% was required with the solicitation of this project. The contractor, Nutter Corporation, exceeded the required goal with an apprenticeship utilization of 5.2% recorded on the Apprenticeship Verification Form submitted.

Advantages:

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

Disadvantages: None.

Budget Impact: None. Funds for this project are appropriated in the Sewer Construction Fund, in the 2017-2018 Budget.

Prior Council Review:

- Approval of the 2017-2018 Capital Improvement Budget
- Award of contract at the January 9, 2017, Vancouver City Council Meeting

Action Requested: On February 12, 2018, accept the facilities as constructed by Nutter Corporation of Vancouver, Washington, and authorize release of the retainage bond subject to receipt of all documentation required by law.



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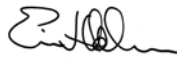
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Amanda.Delapena@cityofvancouver.us

STAFF REPORT NO. 013-18

TO: Mayor and City Council
FROM: Eric Holmes, City Manager



DATE: 02/12/2018

Subject: Bid Award for Alpine View Sanitary Sewer Improvements, per Bid # 17-19.

Key Points:

- The project will install approximately 2,374 of 8-inch sewer mains providing 44 parcels with reliable sewer service.
- The City received 8 bids for the project.
- Staff proposes awarding a contract to the lowest, responsive bidder, Halme Excavating, Inc., of Battle Ground, WA, at the bid price of \$344,005.23.

Objective: Provide sanitary sewer service to the Sifton neighborhood. This action supports Goal 1, Objective 1.2 of the Strategic Plan. *“Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained”.*

Present Situation: The Alpine View project is proposed to be constructed under the Sewer Connection Incentive Program (SCIP). This project will provide reliable sewer service to 44 parcels by installing 2,374 linear feet of 8-inch gravity sewer mains in NE 147th Ave., NE 70th St, NE 71st St., NE 73rd St., NE 74th St., and NE 76th St.

On January 23, 2018, the City received 8 bids for the subject project. The bids ranged between \$344,000 and \$585,000. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Halme Excavating, Inc., Battle ground, WA	\$344,005.23
Nutter Corporation, Vancouver, WA	\$422,270.22
Advanced Excavating Specialists, Longview, WA	\$427,372.42
NW Construction General Contracting, Battle Ground, WA	\$495,767.40
Catworks Construction, Battle Ground, WA	\$496,000.46
Clark and Sons Excavating, Inc., Battle Ground, WA	\$538,986.05
McDonald Excavating, Inc., Washougal, WA	\$541,059.74
Tapani, Inc., Battle Ground, WA	\$584,305.27
Engineers' Estimate	\$450,000.00

This project was below the bid amount for a required minimum apprenticeship utilization.

Advantage(s):

1. Provide reliable sanitary sewer service to residents.
2. Subsequent decommissioning of septic systems will protect the communities water supply.

Disadvantage(s): None

Budget Impact: Funds for the sanitary sewer improvements were appropriated in the Sewer Construction Fund, Capital Improvement Program 2017-2018 Budget.

Prior Council Review: Funding previously reviewed by Council as part of the 2017-2018 Sewer Construction Fund Capital Budget.

Action Requested: On February 12, 2018, award a construction contract for the Alpine View Sanitary Sewer Improvement project to the lowest responsive and responsible bidder, Halme Excavating, Inc., of Battle Ground, WA, at their bid price of \$344,005.23, which includes Washington State sales tax.

Attachments:

- Contract
- Boundary Map



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Amanda.Delapena@cityofvancouver.us

CITY OF VANCOUVER

CONTRACT # _____

BID #17-19: ALPINE VIEW SANITARY SEWER IMPROVEMENTS

THIS CONTRACT is entered into by and between Halme Excavating Inc 22514 NE 72nd Ave Battle Ground WA 98604 hereinafter referred to as the Contractor, and the City of Vancouver, a municipal corporation of the State of Washington, hereinafter referred to as the Owner.

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

Contractor shall furnish and install approximately 2,374 linear feet of 8-inch PVC gravity sewer mains within the Alpine View neighborhood. The sewer will be installed in NE 147th Ave., NE 70th St, NE 71st St., NE 73rd St., NE 74th St., and NE 76th St., including all laterals, manholes, and all appurtenances as shown on the plans and specified herein. The Contractor shall restore the pavement where pipe trenching takes place and protect and/or restore other facilities as shown on the plans and specified herein.

The work under the contract shall be fully completed within 40 working days from the Notice to Proceed (NTP) date.

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

2. **E-Verify Program:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.
3. **Subcontractor Responsibility:** The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.

At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
4. **City of Vancouver Business & Occupational License:** Contractors will be required to get a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.
5. **Owner's Obligation:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the Vancouver City Council, the Owner agrees to pay to the Contractor in the manner and at the times provided hereinafter and in the Contract Documents, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does includes 8.4% Washington State Sales Tax (if applicable):

Threee Hundred Forty Four Thousand Five Dollars and 23/100

(Dollar Amount in Written Text)

\$344,005.23

(Dollar Amount in Numbers)

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

5. **Contractor's Insurance:** The Contractor agrees to procure insurance coverage as required by Section 1-07.18 of the Special Provisions.
6. **Contractor's Bond:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Contract Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price executed by itself as principal and by a surety company authorized to do business in the State of Washington as surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.
7. **Employment of Labor:** The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by law.
8. **Payment of Labor:** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the Bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is **JANUARY 23, 2018**.

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

9. **Payment to the Contractor:** Payment to the Contractor of the Contract price by the Owner shall be made in checks drawn on the fund provided therefore. Payment shall be in the manner provided below unless another manner has been specified in the Special Provisions.

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

Payment of the retained percentage shall be withheld, by the owner, for a period of 45 days following the completion of all Contract work, as defined by WSDOT Section 1-01.3, and shall be paid the Contractor at the expiration of 60 days per Chapter 39.12 RCW and Chapter 60.28 RCW, in the event no claims, as provided by law, have been filed against such funds; and provided further, that releases or certificates have been obtained from the State Department of Labor and Industries, from the State Department of Revenue, and the Employment Security Department and all other departments and agencies having jurisdiction over the activities of the Contractor. In the event such claims are filed, the Contractor shall be paid such retained percentages less an amount sufficient to pay any such claims, together with a sum sufficient to defray the cost of foreclosure action and to cover attorney fees as determined by the Owner.

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

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

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

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

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

contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115.

11. **Ownership of Records and Documents – Public Disclosure:** All materials, writings and products produced by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such materials, writings and products to the City. A copy may be retained by the Contractor. In the event the City receives a public record request for such materials, writings of products the City may, in its discretion, notify the Contractor of such request and withholds disclosure of such information for not less than five (5) business days to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees, or penalty assessment under Chapter 42.56 RCW.
12. **Amendments:** All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.
13. **Jurisdiction/Venue:** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Clark. This Agreement shall be governed by the law of the State of Washington.
14. **Assignment:** This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without express written authorization.
15. **Termination for Convenience:** The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.
16. **Bid Documents & Contract:** The complete Contract includes these parts: this Contract, the terms of Invitation to Bid 17-19 and any addenda thereto, the Contractor's complete Proposal Form, the Special Provisions and Plans are all incorporated herein and made a part of this Contract by this reference. These parts complement each other in describing a complete Work. Any requirement in one part binds as if stated in all parts.
17. **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. This Agreement and any Addenda thereto,
 2. The Invitation to Bid and any Addenda thereto,

3. Proposal Form,
4. Special Provisions,
5. Project Plans and drawings,
6. Amendments to the Standard Specifications.

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

Owner: Kevin Yin
Procurement Services Manager
City of Vancouver
415 W 6th St.
P O Box 1995
Vancouver WA 98668-1995

Contractor: Pekka "Pete" Halme
Halme Excavating Inc
22514 NE 72nd Ave
Battle Ground WA 98604

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Pekka "Pete" Halme
Halme Excavating Inc
22514 NE 72nd Ave
Battle Ground WA 98604

Eric Holmes, City Manager

Signature:

DATE

By: Printed Name / Title

Attest:

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

Approved as to form:

E. Bronson Potter, City Attorney

LABOR AND MATERIALS PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS:

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

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

BID #17-19: ALPINE VIEW SANITARY SEWER IMPROVEMENTS

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

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

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

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

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

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

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

SURETY

CONTRACTOR

By:_____

By*:_____

Title:_____

Title:_____

Street Address

Street Address

City, State ZIP

City, State ZIP

Phone Number

Phone Number

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

PERFORMANCE BOND

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

KNOW BY ALL MEN BY THESE PRESENTS:

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

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

BID #17-19: ALPINE VIEW SANITARY SEWER IMPROVEMENTS

NOW, THEREFORE, the condition of this obligation is such that if the CONTRACTOR
shall promptly, truly and faithfully perform all the undertakings, covenants, terms, conditions,
and agreements of the aforesaid contract and having performed its obligations thereunder, then
this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever CONTRACTOR shall be declared by CITY OF VANCOUVER to be in
default under the Contract Documents for the project described herein, the SURETY shall
promptly remedy the default by completing the project in accordance with the Contract
Documents and the project Specifications with a contractor approved by the CITY OF
VANCOUVER. SURETY, for value received, further stipulates and agrees that all changes,
extensions of time, alterations, or additions to the terms of the Contract or Specifications for the
above described contract are within the scope of the SURETY's undertaking on this bond, and
SURETY hereby waives notice of any such change, extension of time, alteration or addition to
the terms of the contract or to the Work or to the Specifications. Any such change, extension of
time, alteration or addition to the terms of the contract or to the Work or to the Specifications
shall automatically increase the obligation of the Surety hereunder in a like amount, provided
that such increase shall not exceed twenty-five percent (25%) of the original amount of the
obligation without the consent of the Surety.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted.

SURETY shall indemnify, defend, and protect the CITY OF VANCOUVER against any claim of direct or indirect loss resulting from the failure of the CONTRACTOR (or any of the employees, subcontractors, or lower tier subcontractors of the CONTRACTOR) to faithfully perform the terms of the contract.

No right of action shall accrue on this bond to or for the use of any person or corporation other than CITY OF VANCOUVER or its heirs, executors, administrators, successors or assigns.

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

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

SURETY

CONTRACTOR

By:_____

By*:_____

Title:_____

Title:_____

Street Address

Street Address

City State ZIP

City State ZIP

Phone Number

Phone Number

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



Alpine View Sanitary Sewer Extension

Project Number: 083466

1 inch = 200 feet



STAFF REPORT NO. 014-18

TO: Mayor and City Council
FROM: Eric Holmes, City Manager



DATE: 02/12/2018

Subject: Bid Award for Lieser Homesites Sanitary Sewer Improvements, per Bid # 17-18.

Key Points:

- The project will install approximately 2,250 of 8-inch sewer mains providing 40 parcels with reliable sewer service.
- The City received 8 bids for the project, one was non-responsive.
- Staff proposes awarding a contract to the lowest, responsive bidder, Clark and Sons Excavating, Inc., of Battle Ground, WA, at the bid price of \$532,300.38.

Objective: Provide sanitary sewer service to the North Garrison Heights and Vancouver Heights neighborhoods. This action supports Goal 1, Objective 1.2 of the Strategic Plan: *Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained.*

Present Situation: The Lieser Homesites project is proposed to be constructed under the Sewer Connection Incentive Program (SCIP). This project will provide reliable sewer service to 40 parcels by installing 2,250 linear feet of 8-inch gravity sewer mains in the following NE82nd Ave, NE 6th St., NE 7th St., E Lieser Rd and Lieser Ct.

On January 9, 2018, the City received 8 bids for the subject project. The bids ranged between \$532,000.00 and \$708,000.00. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Clark and Sons Excavating, Inc., Battle Ground, WA	\$532,300.38
Advanced Excavating Specialists, Longview, WA	\$575,457.78
Catworks Construction, Battle Ground, WA	\$620,997.95
Halme Excavating, Battle Ground, WA	\$640,550.38
Nutter Corporation, Vancouver, WA	\$645,214.22
Tapani, Inc., Battle Ground, WA	\$676,765.77
McDonald Excavating, Washougal, WA	\$708,344.31
Northwest General Contracting, Battle Ground, WA	Non-responsive
Engineers' Estimate	\$620,000.00

There is a minimum apprenticeship goal of 3% of the utilized labor hours for this project. Clark and Son's has submitted an Apprenticeship Utilization Plan estimating a total of 1,600 applicable labor hours for the project. The contractor is proposing to utilize a minimum of 48 apprenticeship hours through C&R Tractor for landscaping restoration to reach the required 3%.

Advantage(s):

1. Provide reliable sanitary sewer service to residents.
2. Subsequent decommissioning of septic systems will protect the communities water supply.

Disadvantage(s):None

Budget Impact: Funds for the sanitary sewer improvements were appropriated in the Sanitary Sewer Construction Fund, Capital Improvement Program 2017-2018 Budget.

Prior Council Review: Funding previously reviewed by Council as part of the 2017-2018 Sewer Construction Fund Capital Budget.

Action Requested: On February 12, 2018, award a construction contract for the Lieser Homesite Sanitary Sewer Improvement project to the lowest responsive and responsible bidder, Clark and Sons of Battle Ground, WA, at their bid price of \$532,300.38, which includes Washington State sales tax.

Attachments:

- Contract
- Boundary Map



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

CITY OF VANCOUVER

CONTRACT # _____

BID #17-18: LIESER HOMESITES SANITARY SEWER IMPROVEMENTS

THIS CONTRACT is entered into by and between Clark and Sons Excavating Inc, 7601 NE 289th St, Battle Ground WA 98604 hereinafter referred to as the Contractor, and the City of Vancouver, a municipal corporation of the State of Washington, hereinafter referred to as the Owner.

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

The contractor shall furnish and install approximately 2,250 linear feet of 8-inch gravity sanitary sewer mains. The sewer will be installed in NE 82nd Ave., NE 6th St., NE 7th St., E Lieser Rd. and Lieser Ct., including all laterals, manholes, and all appurtenances as shown on the plans and specified herein.

The Contractor shall pulverize the existing pavement, place and shape the pulverized material, and compact the material on the streets where shown on the plans. The Contractor shall also pave the pulverized streets and other streets as shown on the plans and specified herein.

The contract work shall be fully complete within 40 working days from the Notice to Proceed (NTP) date.

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

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

3. **Subcontractor Responsibility:** The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.

At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
4. **City of Vancouver Business & Occupational License:** Contractors will be required to get a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.
5. **Owner's Obligation:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the Vancouver City Council, the Owner agrees to pay to the Contractor in the manner and at the times provided hereinafter and in the Contract Documents, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does includes 8.4% Washington State Sales Tax (if applicable):

Five Hundred Thirty Two Thousand Three Hundred Dollars and 38/100
(Dollar Amount in Written Text)

\$532,300.38

(Dollar Amount in Numbers)

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

5. **Contractor's Insurance:** The Contractor agrees to procure insurance coverage as required by Section 1-07.18 of the Special Provisions.
6. **Contractor's Bond:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Contract Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price executed by itself as principal and by a surety company authorized to do business in the State of Washington as surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.
7. **Employment of Labor:** The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by law.
8. **Payment of Labor:** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the Bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is **JANUARY 9, 2018**.

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

9. **Payment to the Contractor:** Payment to the Contractor of the Contract price by the Owner shall be made in checks drawn on the fund provided therefore. Payment shall be in the manner provided below unless another manner has been specified in the Special Provisions.

Progress payments to the Contractor shall be made within 30 days of receipt of the signed progress payment request, as approved by the Owner, for work completed during the previous month. There will be reserved and retained from monies earned by the

Contractor on estimates during the progress of the improvements of work, a sum equal to 5 percent of all such estimates. Said retained amount shall be held in trust in accordance with the Specifications and Chapter 60.28 RCW.

Payment of the retained percentage shall be withheld, by the owner, for a period of 45 days following the completion of all Contract work, as defined by WSDOT Section 1-01.3, and shall be paid the Contractor at the expiration of 60 days per Chapter 39.12 RCW and Chapter 60.28 RCW, in the event no claims, as provided by law, have been filed against such funds; and provided further, that releases or certificates have been obtained from the State Department of Labor and Industries, from the State Department of Revenue, and the Employment Security Department and all other departments and agencies having jurisdiction over the activities of the Contractor. In the event such claims are filed, the Contractor shall be paid such retained percentages less an amount sufficient to pay any such claims, together with a sum sufficient to defray the cost of foreclosure action and to cover attorney fees as determined by the Owner.

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

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

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

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

This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent of the Contractor, even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW. To the extent that such liability arises from the concurrent negligence of both

the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. This indemnity and hold harmless shall NOT apply in the case where liability arises from the sole negligence of the City. Contractor specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115.

11. **Ownership of Records and Documents – Public Disclosure:** All materials, writings and products produced by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such materials, writings and products to the City. A copy may be retained by the Contractor. In the event the City receives a public record request for such materials, writings of products the City may, in its discretion, notify the Contractor of such request and withholds disclosure of such information for not less than five (5) business days to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees, or penalty assessment under Chapter 42.56 RCW.
12. **Amendments:** All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.
13. **Jurisdiction/Venue:** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Clark. This Agreement shall be governed by the law of the State of Washington.
14. **Assignment:** This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without express written authorization.
15. **Termination for Convenience:** The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.
16. **Bid Documents & Contract:** The complete Contract includes these parts: this Contract, the terms of Invitation to Bid 17-18 and any addenda thereto, the Contractor's complete Proposal Form, the Special Provisions and Plans are all incorporated herein and made a part of this Contract by this reference. These parts complement each other in describing a complete Work. Any requirement in one part binds as if stated in all parts.

17. **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. This Agreement and any Addenda thereto,
2. The Invitation to Bid and any Addenda thereto,
3. Proposal Form,
4. Special Provisions,
5. Project Plans and drawings,
6. Amendments to the Standard Specifications.

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

Owner:	Kevin Yin	Contractor:	Josiah Thomas
	Procurement Services Manager		Clark and Sons Excavating
Inc	City of Vancouver		7601 NE 289 th St
	415 W 6 th St.		Battle Ground WA 98604
	P O Box 1995		
	Vancouver WA 98668-1995		

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

CITY OF VANCOUVER

A municipal corporation

Eric Holmes, City Manager Date

Attest:

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

CONTRACTOR:

Josiah Thomas
Clark and Sons Excavating Inc
7601 NE 289th St
Battle Ground WA 98604

Signature:

By: Printed Name / Title

Approved as to form:

E. Bronson Potter, City Attorney

LABOR AND MATERIALS PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS:

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

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

BID #17-18: Lieser Homesites Sanitary Sewer Improvements

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

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

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

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

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

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

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

SURETY

CONTRACTOR

By:_____

By*:_____

Title:_____

Title:_____

Street Address

Street Address

City, State ZIP

City, State ZIP

Phone Number

Phone Number

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

PERFORMANCE BOND

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

KNOW BY ALL MEN BY THESE PRESENTS:

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

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

BID #17-18: Lieser Homesites Sanitary Sewer Improvements

NOW, THEREFORE, the condition of this obligation is such that if the CONTRACTOR
shall promptly, truly and faithfully perform all the undertakings, covenants, terms, conditions,
and agreements of the aforesaid contract and having performed its obligations thereunder, then
this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever CONTRACTOR shall be declared by CITY OF VANCOUVER to be in
default under the Contract Documents for the project described herein, the SURETY shall
promptly remedy the default by completing the project in accordance with the Contract
Documents and the project Specifications with a contractor approved by the CITY OF
VANCOUVER. SURETY, for value received, further stipulates and agrees that all changes,
extensions of time, alterations, or additions to the terms of the Contract or Specifications for the
above described contract are within the scope of the SURETY's undertaking on this bond, and
SURETY hereby waives notice of any such change, extension of time, alteration or addition to
the terms of the contract or to the Work or to the Specifications. Any such change, extension of
time, alteration or addition to the terms of the contract or to the Work or to the Specifications
shall automatically increase the obligation of the Surety hereunder in a like amount, provided
that such increase shall not exceed twenty-five percent (25%) of the original amount of the
obligation without the consent of the Surety.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted.

SURETY shall indemnify, defend, and protect the CITY OF VANCOUVER against any claim of direct or indirect loss resulting from the failure of the CONTRACTOR (or any of the employees, subcontractors, or lower tier subcontractors of the CONTRACTOR) to faithfully perform the terms of the contract.

No right of action shall accrue on this bond to or for the use of any person or corporation other than CITY OF VANCOUVER or its heirs, executors, administrators, successors or assigns.

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

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

SURETY

CONTRACTOR

By:_____

By*:_____

Title:_____

Title:_____

Street Address

Street Address

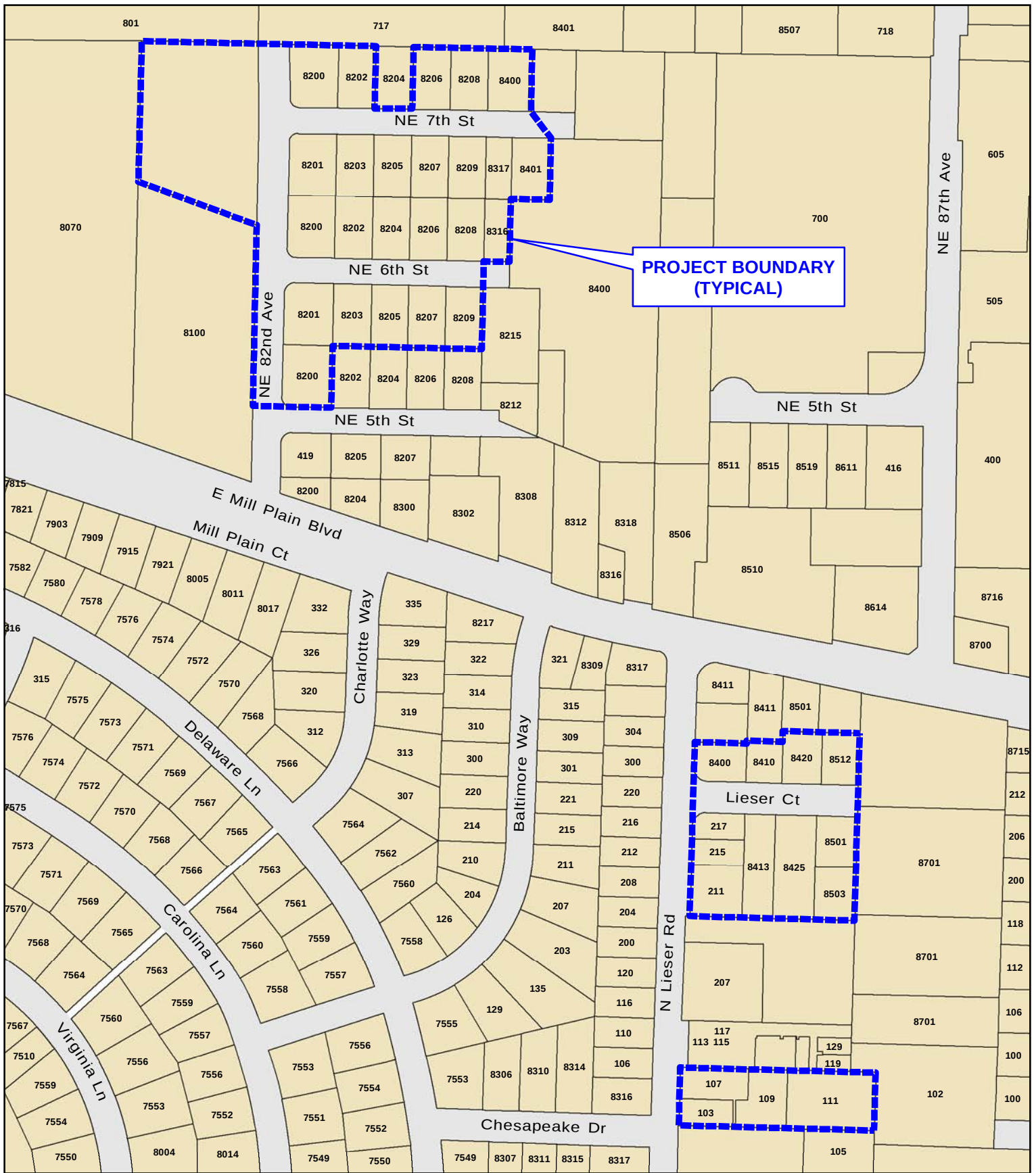
City State ZIP

City State ZIP

Phone Number

Phone Number

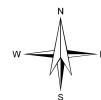
* Must be signed by president or vice-president of Contractor.



Lieser Homesites Sanitary Sewer Extension

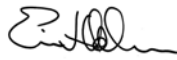
Project Number: 083353

1 inch = 250 feet



STAFF REPORT NO. 015-18

TO: Mayor and City Council
FROM: Eric Holmes, City Manager



DATE: 2/12/2018

Subject: Bid Award for Premier Acres Sanitary Sewer Improvements, per Bid # 17-21.

Key Points:

- The project will install approximately 3,810 linear feet of 8-inch sewer mains and 170 linear feet of pressure mains, providing 72 parcels with reliable sewer service.
- The City received 6 bids for the project.
- Staff proposes awarding a contract to the lowest, responsive bidder, Nutter Corporation of Vancouver, WA, at the bid price of \$1,185,808.22.

Objective: Provide sanitary sewer service to the Image neighborhood. This action supports Goal 1, Objective 1.2 of the Strategic Plan. *“Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained”.*

Present Situation: The Premier Acres project is proposed to be constructed under the Sewer Connection Incentive Program (SCIP). This project will provide reliable sewer service to 72 parcels by installing 3,810 linear feet of 8-inch gravity sewer mains, and 170 linear feet of 2-inch Schedule 40 PVC pressure sewer main. These pipes will be installed in NE 119th Ave., NE 119th Ct., NE 121st Ave., NE 122nd Ave., NE 122nd Ave. (Private), NE 35th St, NE 36th St., and NE 37th St.

In addition to installing new sewer mains this project will also partner with the City’s Pavement Management group to provide additional restoration to the roadways.

On January 23, 2018, the City received 6 bids for the subject project. The bids ranged between \$1,185,000 and \$1,678,000. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Nutter Corporation, Vancouver, WA	\$1,185,808.22
Catworks Construction, Battle Ground, WA	\$1,380,441.67
Advanced Excavating Specialists, Longview, WA	\$1,397,259.72
Mc Donald Excavating, Inc., Washougal, WA	\$1,398,391.45
Tapani, Inc., Battle Ground, WA	\$1,677,795.55
NW Construction General Contracting, Battle ground, WA	Non-responsive
Engineers’ Estimate	\$1,260,000.00

There was a minimum apprenticeship goal of 3% of the utilized labor hours for this project. Nutter has submitted an Apprenticeship Utilization Plan estimating a total of 5,261 applicable labor hours for the project. The contractor is proposing to utilize two craft laborers to reach the 4%, or 210 hours.

Advantage(s):

1. Provide reliable sanitary sewer service to residents.
2. Subsequent decommissioning of septic systems will protect the communities water supply.

Disadvantage(s): None

Budget Impact: Funds for the sanitary sewer improvements were appropriated in the Sewer Construction Fund, Capital Improvement Program 2017-2018 Budget.

Prior Council Review: Funding previously reviewed by Council as part of the 2017-2018 Sewer Construction Fund Capital Budget.

Action Requested: On February 12, 2018, award a construction contract for the Premier Acres Sanitary Sewer Improvement project to the lowest responsive and responsible bidder, Nutter Corporation of Vancouver, WA, at their bid price of \$1,185,808.22, which includes Washington State sales tax.

Attachments:

- Contract
- Boundary map



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

CITY OF VANCOUVER

CONTRACT # _____

BID #17-21: PREMIER ACRES SANITARY SEWER IMPROVEMENTS

THIS CONTRACT is entered into by and between Nutter Corporation 7211-A NE 43rd Ave Vancouver WA 98661 hereinafter referred to as the Contractor, and the City of Vancouver, a municipal corporation of the State of Washington, hereinafter referred to as the Owner.

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

Contractor shall furnish and install approximately 3,581 linear feet of 8-inch PVC gravity sewer mains, 229 liner feet of 8-inch C900 gravity sewer mains, and 170 linear feet of 2-inch Schedule 40 PVC pressure sewer main within the Premier Acres neighborhood. The sewer will be installed in NE 119th Ave., NE 119th Ct., NE 121st Ave., NE 122nd Ave., NE 122nd Ave. (Private), NE 35th St, NE 36th St., and NE 37th St., including all laterals, manholes, and all appurtenances as shown on the plans and specified herein.

The Contractor shall pulverize the existing pavement where shown on the plans, and place, shape, and compact the pulverized material. The Contractor shall pave the streets where the existing pavement was pulverized, and restore the pavement where pipe trenching takes place outside the pulverized areas as shown on the plans and specified herein.

The work under the contract shall be fully completed within 65 working days from the Notice to Proceed (NTP) date.

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

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

3. **Subcontractor Responsibility:** The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.

At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

4. **City of Vancouver Business & Occupational License:** Contractors will be required to get a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

5. **Owner's Obligation:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the Vancouver City Council, the Owner agrees to pay to the Contractor in the manner and at the times provided hereinafter and in the Contract Documents, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does includes 8.4% Washington State Sales Tax (if applicable):

One Million One Hundred Eighty Five Thousand Eight Hundred Eight Dollars and 22/100

(Dollar Amount in Written Text)

\$1,185,808.22

(Dollar Amount in Numbers)

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

5. **Contractor's Insurance:** The Contractor agrees to procure insurance coverage as required by Section 1-07.18 of the Special Provisions.
6. **Contractor's Bond:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Contract Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price executed by itself as principal and by a surety company authorized to do business in the State of Washington as surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.
7. **Employment of Labor:** The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by law.
8. **Payment of Labor:** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the Bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is **JANUARY 23, 2018**.

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

9. **Payment to the Contractor:** Payment to the Contractor of the Contract price by the Owner shall be made in checks drawn on the fund provided therefore. Payment shall be in the manner provided below unless another manner has been specified in the Special Provisions.

Progress payments to the Contractor shall be made within 30 days of receipt of the signed progress payment request, as approved by the Owner, for work completed during the

previous month. There will be reserved and retained from monies earned by the Contractor on estimates during the progress of the improvements of work, a sum equal to 5 percent of all such estimates. Said retained amount shall be held in trust in accordance with the Specifications and Chapter 60.28 RCW.

Payment of the retained percentage shall be withheld, by the owner, for a period of 45 days following the completion of all Contract work, as defined by WSDOT Section 1-01.3, and shall be paid the Contractor at the expiration of 60 days per Chapter 39.12 RCW and Chapter 60.28 RCW, in the event no claims, as provided by law, have been filed against such funds; and provided further, that releases or certificates have been obtained from the State Department of Labor and Industries, from the State Department of Revenue, and the Employment Security Department and all other departments and agencies having jurisdiction over the activities of the Contractor. In the event such claims are filed, the Contractor shall be paid such retained percentages less an amount sufficient to pay any such claims, together with a sum sufficient to defray the cost of foreclosure action and to cover attorney fees as determined by the Owner.

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

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

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

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

This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent of the Contractor, even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title

51 RCW. To the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. This indemnity and hold harmless shall NOT apply in the case where liability arises from the sole negligence of the City. Contractor specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115.

11. **Ownership of Records and Documents – Public Disclosure:** All materials, writings and products produced by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such materials, writings and products to the City. A copy may be retained by the Contractor. In the event the City receives a public record request for such materials, writings of products the City may, in its discretion, notify the Contractor of such request and withholds disclosure of such information for not less than five (5) business days to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees, or penalty assessment under Chapter 42.56 RCW.
12. **Amendments:** All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.
13. **Jurisdiction/Venue:** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Clark. This Agreement shall be governed by the law of the State of Washington.
14. **Assignment:** This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without express written authorization.
15. **Termination for Convenience:** The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.
16. **Bid Documents & Contract:** The complete Contract includes these parts: this Contract, the terms of Invitation to Bid 17-21 and any addenda thereto, the Contractor's complete Proposal Form, the Special Provisions and Plans are all incorporated herein and made a part of this Contract by this reference. These parts complement each other in describing a complete Work. Any requirement in one part binds as if stated in all parts.

17. **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. This Agreement and any Addenda thereto,
2. The Invitation to Bid and any Addenda thereto,
3. Proposal Form,
4. Special Provisions,
5. Project Plans and drawings,
6. Amendments to the Standard Specifications.

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

Owner: Kevin Yin
Procurement Services Manager
City of Vancouver
415 W 6th St.
P O Box 1995
Vancouver WA 98668-1995

Contractor: Jeff Deringer
Nutter Corporation
7211-A NE 43rd Ave
Vancouver WA 98661

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Jeff Deringer
Nutter Corporation
7211-A NE 43rd Ave
Vancouver WA 98661

Eric Holmes, City Manager

Signature:

DATE

By: Printed Name / Title

Attest:

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

Approved as to form:

E. Bronson Potter, City Attorney

LABOR AND MATERIALS PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS:

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

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

BID #17-21: PREMIER ACRES SANITARY SEWER IMPROVEMENTS

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

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

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

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

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

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

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

SURETY

CONTRACTOR

By:_____

By*:_____

Title:_____

Title:_____

Street Address

Street Address

City, State ZIP

City, State ZIP

Phone Number

Phone Number

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

PERFORMANCE BOND

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

KNOW BY ALL MEN BY THESE PRESENTS:

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

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

BID #17-21: PREMIER ACRES SANITARY SEWER IMPROVEMENTS

NOW, THEREFORE, the condition of this obligation is such that if the CONTRACTOR
shall promptly, truly and faithfully perform all the undertakings, covenants, terms, conditions,
and agreements of the aforesaid contract and having performed its obligations thereunder, then
this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever CONTRACTOR shall be declared by CITY OF VANCOUVER to be in
default under the Contract Documents for the project described herein, the SURETY shall
promptly remedy the default by completing the project in accordance with the Contract
Documents and the project Specifications with a contractor approved by the CITY OF
VANCOUVER. SURETY, for value received, further stipulates and agrees that all changes,
extensions of time, alterations, or additions to the terms of the Contract or Specifications for the
above described contract are within the scope of the SURETY's undertaking on this bond, and
SURETY hereby waives notice of any such change, extension of time, alteration or addition to
the terms of the contract or to the Work or to the Specifications. Any such change, extension of
time, alteration or addition to the terms of the contract or to the Work or to the Specifications
shall automatically increase the obligation of the Surety hereunder in a like amount, provided
that such increase shall not exceed twenty-five percent (25%) of the original amount of the
obligation without the consent of the Surety.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted.

SURETY shall indemnify, defend, and protect the CITY OF VANCOUVER against any claim of direct or indirect loss resulting from the failure of the CONTRACTOR (or any of the employees, subcontractors, or lower tier subcontractors of the CONTRACTOR) to faithfully perform the terms of the contract.

No right of action shall accrue on this bond to or for the use of any person or corporation other than CITY OF VANCOUVER or its heirs, executors, administrators, successors or assigns.

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

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

SURETY

CONTRACTOR

By:_____

By*:_____

Title:_____

Title:_____

Street Address

Street Address

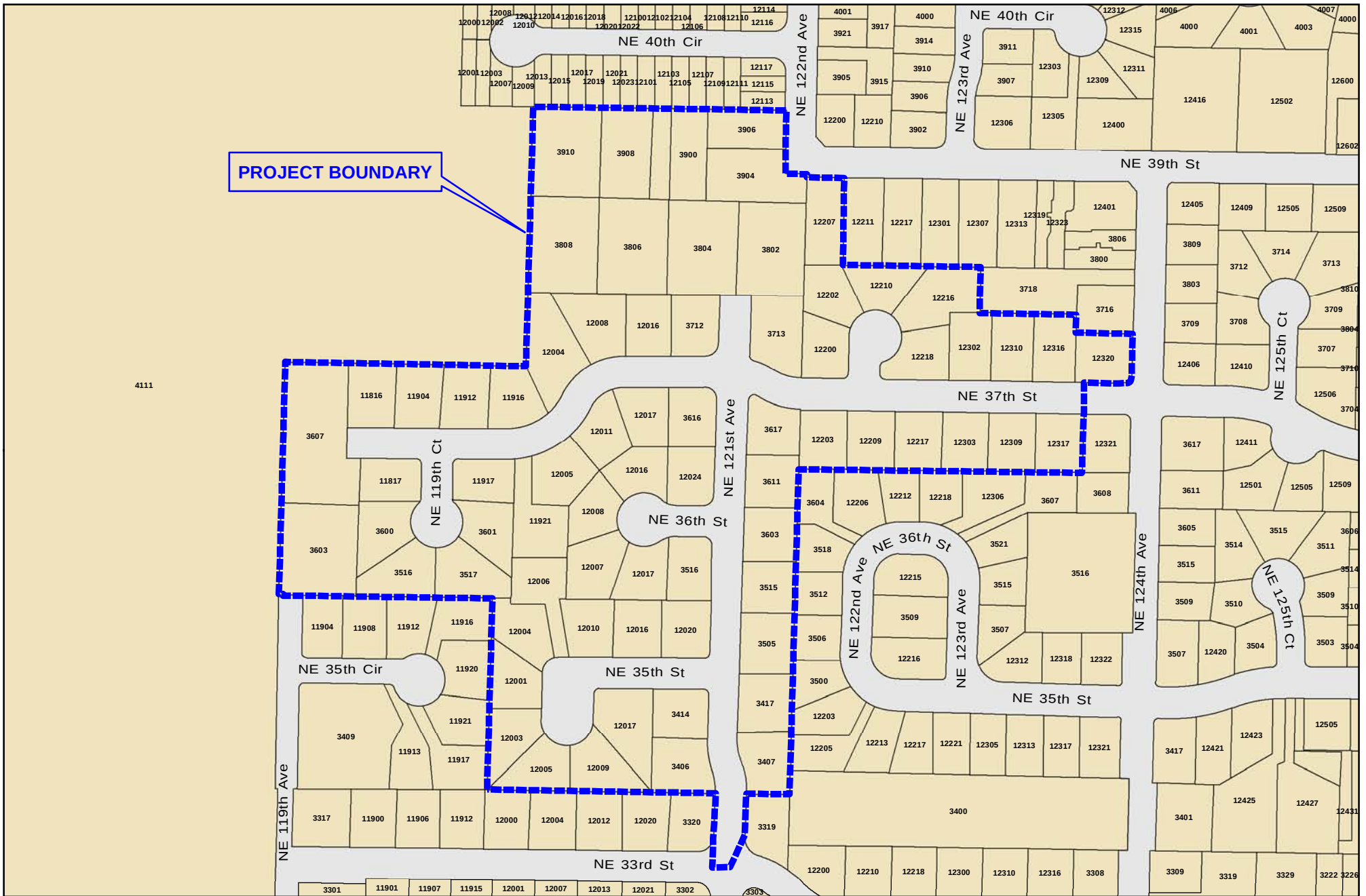
City State ZIP

City State ZIP

Phone Number

Phone Number

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



STAFF REPORT NO. 016-18

TO: Mayor and City Council
FROM: Eric Holmes, City Manager



DATE: 02-12-18

Subject: Approval of Purchasing Authority for replacement vehicles from Freightliner Northwest.

Key Points:

- The City has greatly benefited by using Washington State Contracts (WSC) and staff would like to utilize WSC #01513 with Freightliner Northwest, assisting us with our purchasing of Heavy Duty Chassis, parts, and accessories for our various replacements. Purchases from this contract will exceed the City's \$300,000 threshold.
- Staff is requesting approval to exceed the threshold up to a maximum of \$2,000,000 over the life of the contract.
- The City has ongoing replacement needs within its fleet, and staff is recommending that the City Council approve the use of this 5 year contract, June 2013 through June 2018, with an option to extend through the end of June 2021.

Objective: To approve the increased spending at Freightliner Northwest through the Washington State Contract #01513 in excess of the \$300,000 threshold.

Present Situation: Currently, the City purchases vehicles through the Washington State Contract, and the estimated spending at Freightliner Northwest in 2018 is expected to rise above the \$300,000 threshold requiring approval of Council. This contract awarded to Freightliner Northwest includes many of the City's uniform chassis platforms. In keeping with Equipment Service's effort to streamline the City's fleet, staff is requesting the ability to purchase from this contract and take advantage of the contract pricing.

Freightliner Northwest provides high quality; dependable vehicles that help Equipment Services maintain uniformity in the City fleet. This contract will provide the City the ability to purchase multiple heavy duty chassis', parts and accessories falling into this same contract.

The raising of this threshold will enable Equipment Services to order the required fleet replacement vehicles while taking advantage of the Washington State contract's competitive pricing. Equipment Services is requesting Council approve the increased spending at Freightliner Northwest up to a \$2,000,000 threshold against this contract

Advantage(s): Utilizes an existing contract through Washington State that is good through June 2018, with an option to extend for an additional 3 more years.

Disadvantage(s): None.

Budget Impact: This additional purchasing authority is already budgeted within the current adopted biennial budget appropriation. These vehicle replacements are budgeted as a part of the Equipment Services Capital Fund in 2017-2018. This contract authority change will not impact annual spending and will not require any change in budget authorization.

Prior Council Review: None.

Action Requested: Approve purchases from Washington State Contract #01513 with Freightliner Northwest based in Vernon, WA in an amount not to exceed \$2,000,000 over the life of the contract.

Attachment: WSC #01513

Invitation for Bid (IFB) 01513

Various Cab & Chassis

The Washington State Department of Enterprise Services (DES) issues this Invitation for Bid (IFB) under the authority of the Revised Code of Washington (RCW) [39.26](#). DES reserves the right to modify dates and times. Any changes will be sent electronically as Amendments to all users of Washington's Electronic Business Solution (WEBS) who downloaded this IFB.

Bids Are Due..... April 17, 2013 at 2:00 PM

Optional Pre-Bid Meeting March 26, 2013 @ 10:00 AM
1500 Jefferson St. SE, Room 2331
Olympia, WA 98501
[Parking Options](#)

Procurement Coordinator..... Steve Jenkins
360-407-9415
steve.jenkins@des.wa.gov

Deliver Bids to Washington State Department of Enterprise Services (DES)
1500 Jefferson St. SE
PO Box 41411
Olympia, WA 98501

Attention: Bid Clerk, Master Contracts & Consulting Unit

IMPORTANT: Bids must be delivered in a sealed package and should have the following information on the outside:

- IFB Number
- Bid Due Date and Time
- Procurement Coordinator's Name
- Bidder's Company Name & Address

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1 SUMMARY OF OPPORTUNITY

1.1 PURPOSE OF THE IFB

The purpose of this IFB is to create a replacement for Contract 02709, a statewide Contract for the as-needed purchase of Various Cab & Chassis and associated parts and accessories.

1.2 PURCHASERS

The resulting Contract is primarily used by the Washington State Department of Transportation and the Tacoma Public Utility, however, it will be available to all State Agencies, Institutions of Higher Education, Political Subdivisions, and Non-Profit Corporations.

The Contract will also be available for use by the State of Oregon DASCPP or ORCPP members (ORCPP) based on the Contractor's acceptance.

While use of the Contract by Political Subdivisions and Non-Profit Corporations and ORCPP members is optional, DES encourages them to use our Contracts. Their use of the Contracts may significantly increase the purchase volume. Their orders are subject to the same Contract terms, conditions and pricing as state agencies. DES accepts no responsibility for orders or payment by any customer.

ORCPP members: <http://www.oregon.gov/DAS/EGS/PS/docs/orcpp/MemberList/orcpp-member-list.html>

1.3 CONTRACT TERM

The initial term of the Contract will be one year from the effective date of the contract with the option to extend for additional term(s) or portions thereof. Extensions will be exercised at the sole discretion of DES upon written mutual agreement. The total Contract term, including the initial term and all extensions, will not exceed eight years unless an emergency exists and/or special circumstances require a partial term extension. DES reserves the right to extend with all or some of the Contractors.

1.4 ESTIMATED USAGE

Based on past sales, it is estimated that purchases over the initial term of the Contract may approximate \$6,000,000.00. This estimate was provided solely for the purpose of assisting Bidders in preparing their Response. Orders will be placed only on an as needed basis.

The State of Washington does not represent or guarantee any minimum purchase.

1.5 IFB OVERVIEW

1.5 ANNOUNCEMENT AND SPECIAL INFORMATION

The IFB, its appendices, attachments, amendments and any incorporated documents will comprise the entire IFB which will become the resulting Contract between DES and the awarded Contractor when it is countersigned by DES.

By responding to this IFB, a Bidder acknowledges having read and understood the entire IFB and accepts all information contained within the IFB without modification.

NOTE: The [Competitive Procurement Standards](#) is an Appendix to this IFB which consists of general provisions and terms for Solicitations issued by DES. Should a term within the [Competitive Procurement Standards](#) conflict with a term elsewhere in the IFB, the latter will prevail.

1.6 WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS)

Bidders are solely responsible for:

- Properly registering with Washington's Electronic Business Solution (WEBS) at <https://fortress.wa.gov/ga/webs/>, and maintaining an accurate Vendor profile in WEBS.
- Downloading the IFB packet consisting of the IFB, all Appendices, and incorporated documents related to the IFB for which you are interested in Bidding.
- Downloading all current and subsequent Amendments to the IFB to ensure receipt of all IFB documents.

Notification of Amendments to the IFB will only be provided to those vendors who have registered with WEBS and have downloaded the IFB from WEBS. Failure to do so may result in a Bidder having incomplete, inaccurate, or otherwise inadequate information and Bid.

1.7 AMENDMENTS

Prior to the Bid due date and time, DES reserves the right to change portions of this IFB. All changes will be issued in writing by DES as an Amendment and incorporated into the IFB. If there is any conflict between Amendments, or between an Amendment and the IFB, the document issued last in time will be controlling. Only Bidders who have properly registered and downloaded the original IFB directly via WEBS will receive notification of Amendments and other correspondence pertinent to the procurement.

1.8 BIDDER COMMUNICATION RESPONSIBILITIES

During the IFB process, all Bidder communications concerning this IFB must be directed to the Procurement Coordinator. Unauthorized contact regarding this IFB with other state employees involved with the IFB may result in disqualification. All oral and written communications will be considered unofficial and non-binding on DES. Bidders should rely only on written Amendments issued by the Procurement Coordinator.

Bidders are encouraged to make any inquiry as early in the process as possible to allow DES to consider and respond; however, no response is required from the Procurement Coordinator.

Additionally, if a Bidder does not notify DES of an issue, exception, addition, or omission, DES may consider the matter waived by the Bidder for protest purposes.

If Bidder inquiries result in changes to the IFB, written amendments will be issued and posted on WEBS.

1.9 COMPLAINT, DEBRIEF AND PROTEST

Issues or concerns not resolved to the satisfaction of a vendor during the normal question and answer period or a pre-bid conference may be addressed through the formal complaint process instructed in the [Complaints, Debriefs and Protest Appendix](#).

1.10 BIDDER RESPONSIVENESS

Bidders are to respond to each question/requirement contained in this IFB. Failure to comply with any applicable item may result in a Bid being deemed non-responsive and disqualified.

DES reserves the right to determine the actual level of Bidders' compliance with the requirements specified in this IFB and to waive informalities in a Bid. An Informality is an immaterial variation from the exact requirements of the competitive IFB, having no effect or merely a minor or negligible effect on quality, quantity, or delivery of the supplies or performance of the services being procured, and the correction or waiver of which would not affect the relative standing of, or be otherwise prejudicial to Bidders (See WAC [200-300-015](#)(18)).

1.11 PRICING

Bid prices must include all cost components needed for the delivery of the goods and/or services as described in this IFB. Failure to identify all costs in a manner consistent with the instructions in this IFB is sufficient grounds for disqualification.

The proposed pricing levels should reflect the market provided by the Contract resulting from this IFB.

1.12 NON-ENDORSEMENT & PUBLICITY

In selecting a Bidder to supply goods and purchased services specified herein to contract Purchasers, neither DES nor the Purchasers are endorsing the Bidder's goods and purchased services, nor suggesting that they are the best or only solution to their needs.

1.13 NO COSTS OR CHARGES

Costs or charges under the proposed Contract incurred before a Contract is fully executed will be the sole responsibility of the Bidder.

1.14 NO BEST AND FINAL OFFER

DES reserves the right to make an Award without further discussion of the Bid submitted; i.e., there will be no best and final offer request. Therefore, the Bid should be submitted on the most favorable terms that a Bidder intends to offer.

1.15 DEALER AUTHORIZATION

The Bidder, if other than the manufacturer, shall provide upon request a current, dated, and signed authorization from the manufacturer that the Bidder is an authorized distributor, dealer or service representative and is authorized to sell the manufacturer's products. Failure to provide manufacturer's authorization upon request may result in Bid rejection or contract termination.

1.16 VEHICLE TITLE

All necessary paperwork to register the unit with the Washington State Department of Licensing as a motor vehicle will be furnished at the time of delivery. This includes a “manufacturer’s statement of origin” (MSO) and Washington State title application.

1.17 VEHICLE DEALER LICENSING

Vehicle dealer licensing requirements: Bidder must possess a current vehicle dealer license issued pursuant to [Chapter 46.70 RCW](#). By submission of a properly signed and completed bid, bidder certifies compliance with all provisions to above statute. The Bidder, upon request, shall provide a current, dated, and signed copy.

1.18 ECONOMIC AND ENVIRONMENTAL GOALS

In support of the state’s economic and environmental goals, although not an Award factor (unless otherwise specified herein), Bidders are encouraged to consider the following in responding to this IFB:

- Support for a diverse supplier pool, including small, Minority and Women-Owned Business Enterprises ([MWBE](#)), voluntary numerical WBE goals 3% MBE 3% have been established for this IFB. Achievement of these goals is encouraged whether directly or through Subcontractors. Bidders may contact the Office of Minority and Women’s Business Enterprise to obtain information on certified firms or to become certified.
- Use of environmentally preferable goods and services to include post consumer waste and recycled content.
- Products made or grown in Washington.

2 PREPARATION OF BIDS

2.1 PRE-BID MEETING

An optional pre-bid meeting to address IFB requirements will be held at the time and location indicated on the cover page. While attendance is not mandatory, Bidders are encouraged to attend and participate. The purpose of the pre-bid meeting is to clarify the IFB as needed and raise any issues or concerns, especially those of the vendor community. **Bidders having questions or concerns with the bid specifications listed in the Technical Specifications Appendix, are to submit them before or on the day of the Pre-Bid Conference. Bidders shall provide an electronic copy of the questions or concerns. The electronic copy is to be in MS Word format, and saved on a CD or thumb drive. Questions or concerns should be noted in the “Describe Offered Alternatives” columns to the right of the bid specification in question.** If interpretations, specifications, or other changes to the IFB are required as a result of the meeting, the Procurement Coordinator will post an Amendment to WEBS.

2.2 BID SUBMITTALS (CHECKLIST)

The following checklist identifies the hard copy submittals which will comprise a Bid. Any Bid received without a hard copy items identified in this checklist and designated as **REQUIRED** may be rejected as being non-responsive. Please identify each page of the submittals, as well as any supplemental materials with your company name or other identifiable company mark.

- ☐ **Signature (REQUIRED):** Complete as instructed and return a signed original of the [Authorized Offer & Contract Signature Page](#). DES prefers blue ink.
- ☐ **Price Sheet (REQUIRED):** Complete as instructed and return a copy of the [Price Sheet Appendix](#). Failure to complete this submittal as instructed may result in a bid being rejected for lack of responsiveness.
- ☐ **Bidder Profile (REQUIRED):** Complete as instructed and return a copy of the [Bidder Profile Appendix](#).
- ☐ **TECHNICAL REQUIREMENTS (REQUIRED):** Complete as instructed and return a copy of the [Technical Requirements Appendix](#)
- ☐ **IFB Amendments (AS INSTRUCTED):** If instructed to do so in any Amendment to this IFB, sign and return a copy. Failure to sign and return any required Amendments to this IFB, may result in a bid being rejected for lack of responsiveness. When in doubt, sign and return a copy of all IFB Amendments.

2.3 FORMAT

Bidders should provide one hard-copy sealed bid. Bids must be legible and completed in ink or with an electronic printer or other similar office equipment, and properly signed by an authorized representative of the Bidder. All changes and/or erasures shall be initialed in ink. Unsigned Bids will be rejected on opening unless satisfactory evidence was submitted clearly establishing the Bidder's desire and intent to be bound by the Bid, such as a signed cover letter. Incomplete or illegible Bids may be rejected.

Note: In a joint effort to save costs, reduce waste and produce energy savings, bidders are encouraged to use double-sided printing and recyclable materials. Bidders are highly encouraged to refrain from submitting bids in 3-ring binders, spiral bindings, and/or other non-recyclable presentation folders.

2.4 ELECTRONIC COPIES

Bidders may include electronic copies of all hard copy submittals on CD or USB flash drive. DES prefers the same file format(s) as the format(s) used to create the submittals (i.e. MS Word, Excel) unless written information is included as a part of the submittal, such as a signature. For submittals with written information or copies of other documents such as licenses, please submit as a .pdf. Should a hard copy and an electronic copy conflict, the hard copy will prevail.

2.5 DUE DATE AND TIME

Bid packages must be received on or before the due date and time at the location specified on the cover page. Time of receipt will be determined by the official time stamp located at DES.

If a Bid is late or received at a location other than that specified it will be rejected. In the event the official time clock is unavailable, the Bid Clerk will establish the official time and take reasonable steps to ensure the integrity of the Bid receipt is preserved.

2.6 BID OPENING

After the Bid due date and time, the Bid Clerk will open and process sealed Bids protecting the confidentiality of the contents. The names of the Bidders will be recorded and made available upon request. Bid contents will not be available for public view until after the announcement of the apparently successful bidder (ASB) has been made ([RCW 39.26.030](#)).

3 EVALUATION AND AWARD

3.1 GENERAL PROVISIONS

- Only bids meeting the technical requirement as outlined in the Technical Requirements Appendix will be considered for the award of this bid.
- Bidder Responsiveness, Responsibility and Price Factors which will be evaluated based on the Evaluation Process described in this section.
- Bidders may choose to bid on Segment A, Segment B or both and must bid on each item contained in the Segment.
- Award(s) will be made to the bidder that has been determined to be Responsive, Responsible and bid the lowest aggregate total cost per manufacturer, per segment based on the evaluation and award criteria established herein and subject to consideration of all factors identified in [RCW 39.26](#), [WAC 200-300](#), and other criteria identified in the IFB.
- For evaluation purposes, the lowest total cost will be determined after the application of Prompt Payment Discount (if offered) and applicable preferences and penalties required by law.
- Bidders whose Bids are determined to be non-responsive will be rejected and will be notified of the reasons for such rejection.
- To aid in the evaluation process, after the Bid due date and time, DES may require individual Bidders to appear at a date, time and place determined by DES for the purpose of conducting discussions to determine whether both parties have a full and complete understanding of the nature of Contractual requirements. In no manner shall such action be construed as negotiations or an indication of DES's intention to Award.
- DES reserves the right to: (1) Waive any informality; (2) Reject any or all Bids, or portions thereof; (3) Accept any portion of the items Bid unless the Bidder stipulates all or nothing in their Bid; (4) Cancel an IFB and re-solicit Bids; (5) Negotiate with the lowest Responsive

and Responsible Bidder to determine if that Bid can be improved for the Purchaser; (6) Award on an all or none consolidated basis taking into consideration "lifecycle costs"; and (7) Award in aggregate when in the best interest of the state.

- **Preferences and Penalties:** Preferences and penalties that are required by law, rule, or IFB will be applied to Bid pricing. Some preferences and penalties may be added by contract language and could be applied to Bid pricing. A preference reduces the Bidder's stated price by the amount of the preference and is an advantage to the Bidder. A penalty increases the Bidder's stated price by the amount of the penalty and is a disadvantage to the Bidder. Preferences and penalties are applied to the pricing for evaluation purposes only but are not applied for purchasing purposes.
- **References:** DES reserves the right to use references to confirm satisfactory customer service, performance, satisfaction with service/product, knowledge of products/service/industry and timeliness; any negative or unsatisfactory response may be an adequate reason for rejecting a Bidder as non-responsible and unable to suit the needs of the state. DES reserves the right to waive the reference check. Bidders deemed non-responsible may be rejected.

3.2 DETERMINATION OF RESPONSIVENESS

Bids will be reviewed initially on a pass/fail basis to determine compliance with administrative requirements as specified herein.

DES reserves the right to determine at its sole discretion whether a Bidder's response to a minimum IFB requirement is sufficient to pass. However, if all Bidders fail to meet any single IFB requirement, DES may reject all Bids and cancel the IFB or waive the requirement from the IFB's requirements for responsiveness.

Responsive Bids will be further evaluated based on the requirements in this IFB.

3.3 DETERMINATION OF RESPONSIBILITY

During evaluation, DES reserves the right to make reasonable inquiry to determine the responsibility of any Bidder. Requests may include, but are not limited to, financial statements, credit ratings, references, record of past performance, clarification of Bidder's offer, and on-site inspection of Bidder's or Bidder's Subcontractor's facilities. Failure to respond to said request(s) may result in a Bid being rejected as non-responsive.

3.4 PRICE EVALUATION

Only Responses that have been determined to be both Responsive and Responsible will have costs evaluated.

Costs will be evaluated as follows:

Price sheets will be evaluated to verify that all line items have been completed for each segment bid and to verify that the Price Sheet Total is correct. The price sheet total will be calculated by adding the Total Price for each item together to achieve the Price Sheet Total. In the event of a mathematical error in the calculation of the Price Sheet Total, unit prices shall prevail. The Price

Sheet Total will then have Prompt Payment Discounts (if offered), applicable Preferences and Penalties as described in section 3.1 applied to the totals.

The bidder offering the lowest Total Cost for each manufacturer, for each segment after the application of Prompt Payment Discounts and applicable Preferences and Penalties will be determined to be the lowest bidder for that given manufacturer. *See Price Worksheet Appendix.*

3.5 TECHNICAL SPECIFICATIONS EVALUATION

Once the low bidder(s) have been determined, the low bidders' specifications including any offered alternatives may be sent to the stakeholder group, consisting of subject matter experts.

The stakeholder group will perform an advisory role to review and determine if the submitted specifications, including any offered alternatives meets the intent of the specifications.

The stakeholder group will inform the Procurement Coordinator of their finding to assist the Procurement Coordinator determine if the low bidder's submitted specifications "Pass" or "Fail".

3.6 SELECTION OF APPARENT SUCCESSFUL BIDDER

The Bidder whose bid is the most advantageous to the State, will be declared the Apparent Successful Bidder for each manufacturer represented. To ensure conformity with IFB terms and minimum requirements, DES reserves the right to request data, test, and measure as part of the evaluation process prior to award. Failure to provide requested data which ensures conformity with the IFB terms and minimum requirements within ten days may result in disqualification.

Prior to the Award, DES may negotiate with an Apparent Successful Bidder to determine if a Bid can be improved.

Designation as an Apparent Successful Bidder does not imply that DES will issue an Award to your firm. It merely suggests that at this moment in time, DES believes your bid to be responsive. This designation allows DES to perform a responsibility analysis and ask for additional documentation. DES is also at liberty to re-review and determine whether the bid is truly responsive as initially believed. The Bidder must not construe this as an Award, impending Award, attempt to negotiate, etc. If you act or fail to act in reliance of this notification, you do so at your own risk and expense.

3.7 ANNOUNCEMENT OF APPARENT SUCCESSFUL BIDDER (ASB)

DES will notify all Bidders of the Apparent Successful Bidder(s) prior to the actual Award. This notification is usually communicated by a means outside of the WEBS notification system.

[See Complaint, Debrief and Protest Appendix.](#)

3.8 AWARD

An Award, in part or full, is made by DES signature on the signature page ([Authorized Offer and Contract Signature Page](#)). In some circumstances, DES may include an Award Letter which further defines the Award and is included by reference to accompany the signature page.

DES reserves the right to award on an All or Nothing consolidated basis.

Following the Award, all Bidders will receive a Notice of Award; usually through a WEBS notification.

3.9 BID INFORMATION AVAILABILITY AFTER ANNOUNCEMENT OF ASB

After the notification of the apparently successful bidder has been made, information regarding results of the IFB may be obtained by accessing www.des.wa.gov and/or contacting the Procurement Coordinator. Bidders may also schedule an appointment to review the bidding process.

4 CONTRACT INFORMATION

4.1 INCORPORATED DOCUMENTS AND ORDER OF PRECEDENCE

A Bid submitted to this IFB is an offer to Contract with DES.

A Bid becomes a Contract only when awarded and accepted in writing by DES on the [Authorized Offer & Contract Signature Page](#) and upon notice or copy of which is communicated back to the apparent successful bidder.

The documents listed below are, by this reference, incorporated into a Contract resulting from this IFB as though fully set forth herein. No other statements or representations, written or oral, shall be deemed a part of the Contract.

- a. The IFB
- b. The awarded Vendor/Contractor's Bid
- c. All Appendices
- d. IFB Amendments (if any)
- e. Award Letter (if any)

In the event of a conflict in such terms, or between the terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:

- a. Applicable Federal and state of Washington statutes and regulations
- b. Mutually agreed written Amendments to the resulting Contract
- c. The Contract, including all documents incorporated in the subsection immediately above.

Conflict: To the extent possible, the terms of the Contract shall be read consistently.

Conformity: If any provision of the Contract violates any Federal or state of Washington statute or rule of law, it is considered modified to conform to that statute or rule of law.

4.2 PARTIES

This Contract is entered into by and between the state of Washington, acting by and through DES and the awarded Contractor with the parties more fully described in the Authorized Offer and Contract Signature Page below.

4.3 AUTHORITY TO BIND

The signatories to this Contract represent that they have the authority to bind their respective organizations to this Contract.

4.4 COUNTERPARTS

This Contract may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate will be deemed an original copy of this Contract signed by each party, for all purposes.

4.5 SALES & SUBCONTRACTOR REPORT

The Contractor shall provide a Sales and Subcontractor Report to DES on a quarterly basis in the electronic format provided by DES at: <https://fortress.wa.gov/ga/apps/CSR/Login.aspx>.

Reports must be submitted electronically within thirty (30) days after the end of the calendar quarter, i.e., no later than April 30th, July 31st, October 31st and January 31st.

4.6 MANAGEMENT FEE

Contractor shall pay the Department of Enterprise Services (DES) a fee equal to 0.74% of the total invoice price, less any taxes, returns, credits, or adjustments, of all sales ("Total Net Sales") under this Contract ("Management Fee"). Contractor shall hold the Management Fee in trust for DES until such fees are remitted to DES.

The Management Fee will be included in Contractor's pricing, as set forth in the contract (including all amendments), and will not be included as a separate line item on any invoice submitted to a Purchaser.

DES may, at its sole discretion, increase, decrease, or eliminate the Management Fee upon thirty (30) days written notice to Contractor. Any decrease to or elimination of the Management Fee, shall be reflected in contract pricing commensurate with the adjustment. DES reserves the right to negotiate contract pricing with the Contractor when the Management Fee adjustment results in an increase to contract prices.

Contractor will provide DES with a Sales Report detailing Total Net Sales for the preceding quarter ("Sales Report") according to the schedule listed below, in accordance with the Sales & Subcontractors Report section of the contract. DES will send an invoice each quarter, based on the Sales Report within thirty (30) days after receiving the Usage Report. Payment of the Management Fee is due within thirty (30) days of Contractor's receipt of such invoice from DES.

The state reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced and all Management Fees have been paid. Failure to accurately report Total Net Sales, to submit a timely Sales Report, or remit timely payment of the Management Fee, may be cause for contract termination, the charging of interest or penalties, or the exercise of other remedies provided by law.

Management Fee payment must reference the Contract number, Work Request Number (if applicable) and the year and quarter for which the Management Fee is being remitted. All payments must be sent to:

Name:	State of Washington, Dept. of Enterprise Services Finance Dept
Address:	1500 Jefferson Street Mail Stop 41460 Olympia WA 98501
Additional:	Contract #: _____, Quarter/Year: _____

Schedule:

Contractor will provide Management Fees and Usage Reports quarterly, per the following schedule:

FOR ACTIVITY IN THESE MONTHS:	USAGE REPORTS DUE	FEES DUE
January, February and March	April 30 th of same year	June 30 th of same year
April, May and June	July 31 st of same year	September 30 th of same year
July, August and September	October 31 st of same year	December 30 th of same year
October, November and December	January 31 st of following calendar year	March 31 st of following calendar year

4.7 PRICE ADJUSTMENTS

Firm and Fixed Period

Pricing will remain firm and fixed for 180 days following Award of the Contract, and then on a pass through basis only that does not produce a higher profit margin for Contractor than that established by the original Contract pricing.

Price Protection

The Contract prices are the maximum prices the Contractor may charge.

If lower pricing for similar quantities becomes effective for the Contractor, Purchasers must be given immediate benefit of such lower pricing. The Contractor may also offer volume and promotional discounts.

Contractor agrees all the prices, terms, warranties, and benefits provided in this Contract are comparable to or better than the terms presently being offered by the Contractor to any other governmental entity purchasing similar quantities under similar terms. If, during the term of this Contract, the Contractor enters into Contracts with other governmental entities providing greater benefits or more favorable terms than those provided by this Contract, the Contractor is obligated to provide the same to Purchasers for subsequent purchases, and DES will be notified of changes in Contract pricing.

Price Increases

The Contractor may propose price increases by written notice to the Contract Administrator at least 90 days prior to the expiration date of the current term of the Contract. Price increases are

to be on a pass-through basis only and shall not produce a higher profit margin for the Contractor than that established by original Contract pricing. Requests must include supporting documentation such as price increases at the Manufacturer's level and/or other documentation of cost increases.

Consideration of price increases shall be at the sole discretion of the Contract Administrator. If a price increase is approved, in-part or in-full, the resulting new Contract pricing will be implemented through a Contract Amendment and will remain unchanged for at least 180 calendar days thereafter.

Contract Extensions and Price Adjustments

Contractors may not make Contract extensions contingent on price adjustments.

4.8 MISCELLANEOUS EXPENSES

Since expenses related to day-to-day Contract performance (including but not limited to, travel, lodging, meals, and incidentals) will not be reimbursed to the Contractor, hourly rates proposed by the Bidder must include these costs.

APPENDICES

Reminder: By responding to this IFB, a Bidder acknowledges reading, understanding, and accepting all information contained within the entire IFB without modification.

Competitive Procurement Standards	 Competitive Procurement Standar
Special Terms and Conditions	 CAB & Chassis Special Terms and Co
Technical Requirements.....	 Cab & Chassis Technical Requiremen
Supplier Specification Confirmation Sheet	 CAB & Chassis Supplier Specification
Price Worksheet.....	 CAB & Chassis Price Sheet.doc
Bidder Profile	 CAB & Chassis Bidder Profile.doc
Complaint, Debrief and Protest Procedures	 Complaint, Debrief and Protest Proceedu

CERTIFICATIONS & ASSURANCES

We make the following certifications and assurances as a required element of submitting this Bid, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the IFB are conditions precedent to the award or continuation of the resulting Contract.

1. We have read, understand, and agree to abide by all information contained in the IFB, all Appendices, and incorporated documents.
2. The prices in this Bid have been arrived at independently, without engaging in collusion, bid rigging, or any other illegal activity, and without for the purpose of restricting competition any consultation, communication, or agreement with any other Bidder or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered. The prices in this Bid have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before Contract award unless otherwise required by law. No attempt has been made or will be made by the Bidder to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. However, we may freely join with other persons or organizations for the purpose of presenting a Bid.
3. The attached Bid is a firm offer for a period of **90** days following the Bid Due Date specified in the IFB, and it may be accepted by DES without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the **90**-day period. In the case of a protest, our Bid will remain valid for **90** days or until the protest and any related court action is resolved, whichever is later.
4. In preparing this Bid, we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to the state's IFB, or prospective Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Bid. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. We understand that the state will not reimburse us for any costs incurred in the preparation of this Bid. All Bids become the property of the state, and we claim no proprietary right to the ideas, writings, items or samples unless so stated in the Bid. Submittal of the attached Bid constitutes an acceptance of the evaluation criteria and an agreement to abide by the procedures and all other administrative requirements described in the IFB.
6. We understand that any Contract awarded as a result of this Bid will incorporate all IFB requirements. Submittal of a Bid and execution of this Certifications and Assurances document certify our willingness to comply with the Contract terms and conditions appearing in the IFB, all Appendices, and incorporated documents if selected as a Contractor. It is further understood that our standard Contract will not be allowed as a replacement for the terms and conditions appearing in the IFB, all Appendices, and incorporated documents of this IFB.
7. By submitting this Bid, Bidder hereby offers to furnish materials, supplies, services and/or equipment in compliance with all terms, conditions, and specifications contained in this IFB.
8. We are not submitting any exceptions.

AUTHORIZED OFFER & CONTRACT SIGNATURE PAGE

In submitting this Bid, the Authorized Signatory below acknowledges having read and understood the entire IFB and agrees to comply with its terms and conditions including the Certifications and Assurances. The Authorized Signatory also agrees to fulfill the offer made in this Bid and any subsequently awarded Contract.

In witness whereof, the parties hereto, having read this Contract in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

For DES use Only:

This Contract is effective upon final DES signature.

This is an Award for: SEGMENTS A & B FREIGHTLINER

APPROVED (DES)

Department of Enterprise Services
1500 Jefferson Street SE
PO Box 41411
Olympia, WA 98501

Washington State Department of Enterprise Services

 6-13-13
Signature Date

STEVE JENKINS
Typed or Printed Name, Title

 8/27/13
Manager Signature (if applicable) Date

Michael MAVERICK
Manager's Typed or Printed Name, Title

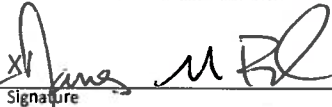
CONTACT INFORMATION

Contact: Steve Jenkins
Title: Contracts Specialist
Phone: 360-407-9415
Fax: 360-586-2426
Email: steve.jenkins@des.wa.gov

APPROVED (VENDOR/CONTRACTOR)

Valley Freightliner Inc.
524 Jack's Ln
Mount Vernon, WA 98273

Bidder's Company Name & Address

 04/30/13
Signature Date

James M. Bond, New Truck Sales Manager
Typed or Printed Name, Title

CONTACT INFORMATION

Contact: James M. Bond
Title: New Truck Sales Mgr.
Phone: 253-606-1627
Fax: 360-848-1522
Email: jbond@valleyftl.com

**MEMBERSHIP AGREEMENT
PARTICIPATING MEMBER**

RECEIVED
JUN 18 2012
PROCUREMENT



This Agreement, made and entered into this 18 day of May, 2012,
by and between National Joint Powers Alliance®, hereinafter referred to as "NJPA" and
City of Vancouver hereinafter referred to as the "Applicant".

Witnesseth:

That for a good and valuable consideration of the premises, mutual terms, covenants, provisions, and conditions hereafter set forth, it is agreed by and between the parties as follows:

Whereas, the NJPA is created by Minnesota Statute §123A.21 (with membership further defined in M.S. §471.59) to serve cities, counties, towns, public or private schools, political subdivisions of Minnesota or another state, any agency of the State of Minnesota or the United States including instrumentalities of a governmental unit and all non-profits; and

Whereas, NJPA's purpose as defined in M.S. §123A.21 is to assist in meeting specific needs of clients which could be better provided by NJPA than by the members themselves; and

Whereas, the NJPA Board of Directors has established the ability for an "Applicant" desiring to participate in NJPA contracts and procurement programs to become a Participating Member; and

Whereas, the NJPA Board of Directors has determined that Participating Members will have no financial or organizational liability to NJPA or to its organizational activities;

Now Therefore, it is hereby stipulated and agreed that the "Applicant" Agency desires to be a Participating Member of NJPA with contract purchasing benefits, in accordance with terms and conditions of the applicable contract(s), and that NJPA hereby grants said Membership to said "Applicant."

Term:

This continuing agreement shall remain in force or until either party elects to dissolve the Agreement by written notice.

THEREFORE, IN WITNESS THEREOF,

the parties hereto have executed this Agreement the day and year written above.

Member Name:

By

AUTHORIZED SIGNATURE

Its

TITLE

DATE

National Joint Powers Alliance®
202 12th Street NE
Staples, MN 56479

AUTHORIZED SIGNATURE

TITLE

DATE

12/28/2011

**MEMBERSHIP AGREEMENT
PARTICIPATING MEMBER**



PATICIPATING MEMBER INFORMATION

Applicant Name: City of Vancouver
Address: 415 W 6th St. Vancouver, WA 98660
Federal ID Number: 91-6001288
Contact Person: Kevin Yin
Title: Procurement Services Manager
E-mail: Kevin.yin@cityofvancouver.us
Phone: (360) 487-8429
Website: www.cityofvancouver.us

Please indicate an address to which your Membership materials may be delivered.

Thank you.

Mailing Address:

PO Box 1995
Vancouver, WA
98668-1995

APPLICANT ORGANIZATION TYPE:

- ☐ K-12
☒ Government or Municipality
☐ Higher Education
☐ Non-Profit
☐ Other (please specify):

I WAS REFERRED BY: (please specify)

- ☐ Advertisement _____
☒ Current NJPA Member _____
☒ Vendor Representative _____
☐ Trade Show _____
☐ NJPA Website _____
☐ Other _____

Completed applications may be returned to:

National Joint Powers Alliance ®
202 12TH Street NE
Staples, MN 56479

Duff Erholtz

Phone 218-894-5490

Fax 218-894-3045

E-mail duff.erholtz@njpacoop.org

12/28/2011

STAFF REPORT NO. 017-18

TO: Mayor and City Council
FROM: Eric Holmes, City Manager



DATE: 2/12/2018

Subject: Approval of the Purchase of Combination Sewer Cleaner replacement vehicle

Key Points:

- The City has greatly benefited from using the National Joint Power Alliance (NJPA) contracts with their competitive pricing and diverse equipment opportunities.
- Owen Equipment, an authorized distributor of Federal Signal Corporation, the NJPA contracted vendor, has provided high quality; dependable equipment and service that ensure the City is able to maintain a dependable fleet.
- Purchases will exceed the City's \$300,000 threshold with this vehicle purchase and staff is requesting approval to exceed the purchase threshold.

Objective: To seek Council approval for the purchase of one (1) Combination Single Engine Sewer Cleaner from National Joint Powers Alliance (NJPA) contract #022014-FSC with Federal Signal Corporation (FSC) in excess of the \$300,000 threshold through its local authorized distributor, Owen Equipment of Portland, OR. Council approval is also needed for the direct purchase of the chassis from Owen Equipment in the total amount of \$117,331 plus tax which is not covered by the NJPA contract.

Present Situation: Public Works/Equipment Services requests to purchase replacement sewer cleaning equipment through the National Joint Power Alliance (NJPA) contract and purchase amount is \$322,360.00 requiring approval of Council. This contract is set to expire on May 27, 2018 with a fifth year renewal option at the discretion of NJPA. The cost of the chassis is also over the City's current threshold at \$117,331 plus tax when a formal quote solicitation is needed to support the purchase. City staff requests approval from Council to purchase this equipment directly from Owen taking the total cost of purchase to \$430,020.00 plus tax.

Prior to bringing the request to Council, Equipment Services reviewed a similar purchase option through the Washington State Dept of Transportation contract that provided a similar vehicle for \$455,308 (chassis included) plus sales tax. City staff is confident that we are pursuing the best pricing while getting the properly sized equipment and dependability required for this purchase through the NJPA contract. Council's approval will enable Equipment Services to utilize the NJPA contract's competitive pricing and replace this vehicle within our fleet at a price of \$430,020 plus sales tax.

Advantage(s): By utilizing existing replacement reserves along with already approved budget dollars in the Stormwater Fund, staff can purchase a Combination Sewer Cleaner vehicle in place of an existing Jetter truck that is due for replacement and in lieu of purchasing a separate vactor truck. This combination cleaner allows the City to purchase a single piece of equipment that will perform the tasks that two pieces of equipment would typically be required, saving ongoing

maintenance costs. Utilizing an existing contract through the National Joint Powers Alliance saves the city time in going out for a separate bid process.

Disadvantage(s): None.

Budget Impact: This additional purchasing authority is already budgeted within the current adopted biennial budget appropriation. This vehicle replacement is budgeted as a part of the Equipment Services Capital Fund and Stormwater Fund in 2017-2018. This contract authority change will not impact annual spending and will not require any change in budget authorization.

Prior Council Review: None.

Action Requested: Authorize the City Manager or his designee to approve the purchase of the Combination Sewer Cleaner replacement vehicle from Owen Equipment based in Portland, OR, via the piggyback contract from National Joint Power Alliance Contract #022014-FSC for the equipment and via a direct purchase for the chassis for a total cost of \$430,020.00 plus taxes.

Attachment: NJPA contact #022014-FSC



Presents a Proposal Summary

Of the



2100 Plus

Combination Single Engine Sewer Cleaner with Positive Displacement Vacuum System Mounted on a Heavy Duty Truck Chassis

For

City of Vancouver

Vancouver, WA

Clark

PRODUCT DESCRIPTION

- 2100 PLUS with Roots 824-18" Hg. Blower, 15 Yard Debris body, 1300 Gallons of Fresh Water

STANDARD FEATURES

- 48" x 22" x 24" Curb Side Aluminum Toolbox
- Aluminum Fenders
- Mud Flaps
- Electric/Hydraulic Four Way Boom
- Color Coded Sealed Electrical System
- Remote Pendant Control w/35' Cord
- Vansco-Electronic Package
- Double Acting Dump Hoist Cylinder
- Handgun Assy. w/1/2" x 35' Hose w/Quick Disconnects
- 3" Y-Strainer at Water Pump Inlet
- Ex-Ten Steel Cylindrical Debris Tank
- Flexible Hose Guide
- 30 Deg. Sand Nozzle w/Carbide Inserts
- 30 Deg. Sanitary Nozzle w/Carbide Inserts
- 15 Deg. Penetrator Nozzle w/Carbide Inserts
- Nozzle Storage Rack
- Vacuum Tube Storage: Curbside (2) Pipe, Rear Door (2) Pipe
- 1" Nozzle
- 10' Leader Hose
- Flat Rear Door w/Hydraulic Locks and Door Power-up/Down, Open/Close Feature
- Dual 10" Stainless Steel Float Shut Off System/Rear Mounted
- Debris Body Vacuum Relief System
- Debris Deflector Plate
- 60" Dump Height
- Water Sight Gauge DS/PS
- Liquid Float Level Indicator
- Boom Transport Post Storage
- 3" Y-Strainer @ Water Pump w/3" Drain Valve
- Performance Package: (Hydraulic Variable Flow, Dual PTO's. Dual Hyd. Pumps)
- 1" Water Relief Valve for Vactor Water Pump
- Stainless Steel Micro-Strainer
- Blower Air Shift Controls
- Hydraulic Cooling Package
- Mid-Ship Handgun Coupling
- Side Mounted Water Pump
- Hose Wind Guide (Dual Roller)
- Hose Footage Counter - Mechanical
- Hose Reel Manual Hyd. Extend/Retract
- Hose Reel Chain Cover (Full)
- Tachometer/Chassis Engine W/Hour Meter
- Circuit Breakers
- LED Lights. Clearance, Back-Up, Stop, Tail & Turn
- Tow Hooks, Front and Rear
- Electronic Back-Up Alarm
- Hydraulic Tank Shutoff Valves
- 8" Vacuum Pipe Package
- Emergency Flare Kit
- Fire Extinguisher 5 Lbs.
- Water Pump Hour Meter
- PTO Hour Meter

- Vactor 2100 Plus Body Decal - Multi-Colored
- Chassis Modifications
- Vactor Manual, Partial Manual and USB Version - 1 + Dealer

ADDITIONAL FEATURES

- 3" Y-Strainer w/25' Fill Hose
- Roots 824-18" Hg. Blower
- 180 Degree Rotation, 5 Ft. Hydraulic Extendable x 5Ft. Telescoping Boom, Front Loading 8" Suction Hose
- 80 GPM Variable Flow Water System
- 2500 PSI Water Pressure
- 1" x 600' Piranha Sewer Hose, 2500 PSI
- Hydraulic Extending/Rotating 15" Hose Reel (1" x 800') Capacity
- Module Paint, Dupont Imron Elite - Sanded Primer Base
- Debris Body Flush Out System
- Debris Body Load Limit Alarm functionally tied to Vacuum Relief
- 6" Butterfly Valve, Rear Door, 3:00 Position
- 6" Butterfly Valve, Rear Door, 6:00 Position
- Rear Door Valve Flush Outs
- Full Rear Door Swinging Screen
- Centrifugal Separators
- Folding Pipe Rack, Curbside
- Folding Pipe Rack, Street Side
- Rear Door Splash Shield
- Lube Manifold
- Plastic Lube Chart
- Low Water Light w/Alarm and Water Pump Flow Indicator
- Continuous Water Tank Fill
- Air Purge
- Hot Shift Blower Drive
- Front Joystick Boom Control
- Wireless Controls, including hose reel controls
- Rotatable Boom Inlet Hose, 5 x 5 Boom
- Rodder System Accumulator- Jack Hammer on/off control w/ manual valve
- Handgun Couplers, Front and Rear
- Hydro Excavation Kit/Retract Reel w/1/2" X 50' Hose and Nozzle
- Automatic Hose Level Wind Guide, Indexing
- Digital Hose Footage Counter
- Handgun Hose Reel w/Spring Retract
- Hydraulic Tool Package
- Rodder Pump Drain Valves
- Washington State DOT Legal Front Bump
- Hydraulic Oil Temp Alarm
- DOT 3 Lighting Package, 6 Federal Signal Strobe Lights, LED
- Work Lights (2), LED, 5 x 5 Boom
- Work Lights (2), LED, Rear Door
- Work Light, LED, Operators Station
- Work Light, LED, Hose Reel Manhole
- Work Light, LED, Curb Side
- Work Light, LED, Street Side
- Hose Reel Wrapped for Delivery
- Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/ (2) LED Side Markers
- Toolbox, Driver Side Chassis Frame, 60w x 24h x 24d
- Toolbox, Driver Side Sub-Frame, 18w x 24h x 24d
- Camera System, Front, Rear and Both Sides
- Digital Water Pressure Gauge

- Blower High Temperature Safety Shutdown
- Warthog Magnum, Keg Rambo, Keg Torpedo and Hydraulic Root Cutter
- Front Bumper Tool Box Tray
- Tray Mounted between Chassis Grill and Hose Reel
- 2018 Freightliner 114SD Extended Cab, Allison Automatic Transmission, Detroit DD13 Diesel Engine, Tandem Axle Chassis, Extended Warranty
- Training for 2 at Owen Equipment

Chassis Source - Customer Supplied

Module Paint Match Cab - No

Module Paint Color - Grey

Cab Color - White

Door Stripe Color - None

Chassis Axle - Tandem

Certified Unit Weight Required - No

Factory Total:	\$322,360.00
*Chassis Price:	\$116,331.00
NJPA Discount:	-\$9,671.00
	Estimated Taxes:
	\$37,325.00
	Total Price:
	\$466,345.00

Please remember Price indicated includes unapproved Special Requests

Vactor Price valid for 30 Days from date of 10/03/2017
Chassis Price could adjust due to Model Year change.

Product Model: 2100PLUS

Product Model: 2100PLUS

Proposal Date: 10/03/2017

Quote Number: 2017-20936

Price List Date: 1/1/2017

P.O. Number:

Payment Terms:

Proposal Notes:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Vactor Manufacturing prior to submittal of customer purchase order
3. All prices quoted are in US Dollars unless otherwise noted.

SIGNED BY:

_____ Date: _____

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR/GUZZLER MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

2100 Series, HXX, Series and Jetters

10 years against water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 yrs. against any factory defect in material or workmanship.

2100 Series and HXX only

5 years against leakage of debris tank, centrifugal compressor or housing due to rust-through.

2100 Series and Jetters

2 years - Vactor Rodder Pump on all unit serial numbers starting with 13##V#####.

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Vactor/Guzzler distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses, gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.



VACTOR/GUZZLER MANUFACTURING

1621 S. Illinois Street
Streator, IL 61364

TERMS AND CONDITIONS

ORDERS: All orders are subject to acceptance by Vactor Manufacturing, Inc. or Guzzler Manufacturing, Inc. (hereafter referred to as Vactor). Orders for products not normally carried in stock or requiring special engineering or manufacturing is in every case subject to approval by Vactor's Management.

PRICES: All orders are subject to current prices in effect at the time of order acknowledgement.

F.O.B. Point: Unless otherwise stated, all prices listed are F.O.B. factory.

PAYMENT TERMS: The company's payment terms are due upon receipt, unless otherwise stated. However, until such time as Vactor receives full payment, Vactor shall maintain a purchase money security interest in the product.

CANCELLATION: Orders regularly entered cannot be cancelled except upon terms that will compensate Vactor for any loss or damage sustained. Such loss will be a minimum of 10% of the purchase price.

SHIPMENT: All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for Vactor to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and Vactor shall be liable only for ordinary care of the property.

STORAGE CHARGES: Vactor shall charge the customer at current rates for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by Vactor is at the customer's or other party's risk. Vactor is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any caused beyond its reasonable control.

PERFORMANCE: Vactor shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

EXPERIMENTAL WORK: Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.

SKETCHES, ENGINEERING DRAWINGS, MODELS and all preparatory work created or furnished by Vactor, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Vactor.

TAXES: The pricing attached does not include Federal, State or local taxes which are the buyer's responsibility. However, Vactor/Guzzler Manufacturing, Inc. shall be responsible for Federal Excise Tax (F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Vactor/Guzzler will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to the F.E.T. in such cases belong to Vactor/Guzzler.

PRODUCT IMPROVEMENTS: Vactor reserves the right to change manufacturing specifications and procedure in accordance with its product improvement policy.

MOUNTING PRICES: Mounting prices assume normally factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, fuel tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

WARRANTY: Vactor warrants its products to be free from defects in material and workmanship, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein. THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MECHANABILITY.

IT IS UNDERSTOOD AND AGREED THE SELLER'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING SELLER'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCURED.

SELLER'S MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF PRODUCT, OR AT SELLER'S OPTION (II) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE AND SUCH REMEDY SHALL BE BUYER'S ENTIRE AND EXCLUSIVE REMEDY.

TERMS AND CONDITIONS

This agreement shall be construed according to the laws of the State of Illinois. Failure at anytime by Vactor to exercise any right of the Company may have under this agreement shall not constitute a waiver-thereof nor prejudice Vactor's right to enforce it thereafter.

This order, including the above terms and conditions, contains the complete and final agreement between the parties hereto and no other agreement in any way modifying any of said terms and conditions will be binding on Vactor unless in writing and agreed to by an authorized representative of Vactor.

I agree with the above terms and conditions:

Date: _____



Formal Offering of Proposal
(To be completed Only by Proposer)

SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES.

In compliance with the Request for proposal (RFP) for "SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES", the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Sewer Equipment Company of America Date: 2-13-14

Company Address: 1590 Dutch Road

City: Dixon State: IL Zip: 61021

Contact Person: Tom Hochmuth Title: Western Region Sales Manager

Authorized Signature (ink only): Tom Hochmuth Tom Hochmuth
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 022014 Sewer Vacuum, Hydro-excavation, and street sweeper
equipment with related accessories & supplies
Sewer Equipment Company of America
 Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be March 18th, 20 14 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: [Signature] Dr. Chad Coauette
 NJPA Executive Director (Name printed or typed)

Awarded this 18th day of March, 20 14 NJPA Contract Number #022014-SCA

NJPA Authorized signature: [Signature] Scott Veronen
 NJPA Board Member (Name printed or typed)

Executed this 18th day of March, 20 14 NJPA Contract Number #022014-SCA

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Sewer Equipment Company of America

Vendor Authorized signature: [Signature] (Name printed or typed)

Title: Western Region Sales Manager

Executed this 22nd day of March, 20 14 NJPA Contract Number #022014-SCA

STAFF REPORT NO. 018-18

TO: Mayor and City Council
FROM: Eric Holmes, City Manager



DATE: 2/12/2018

Subject: Land use and code enforcement appeal Hearings Examiner and Hearings Examiner Pro Tem reappointments

Key Points:

- The hearings examiner position was created to interpret, review and implement land use or other regulations and policies in the Vancouver Municipal Code.
- Reappointments of the City's hearings examiner shall be approved annually by the City Council.
- The Planning and Code Compliance staff have been satisfied with the performance of the current hearings examiners and are requesting that they be reappointed.

Objective: Reappoint Sharon Rice, Hearings Examiner, and Joe Turner, Hearings Examiner Pro Tem, to one-year terms to continue hearings examiner services in accordance with VMC 2.51.

Present Situation: The City of Vancouver currently has contracts with Sharon Rice as Hearings Examiner and Joe Turner as Hearings Examiner Pro Tem to conduct land use hearings as well as code compliance appeals. Both were appointed to one-year terms in February 2017. VMC 2.51 authorizes City Council to appoint hearings examiners to one-year terms. The terms for Sharon Rice, Hearings Examiner, and Joe Turner, Hearings Examiner Pro Tem, are about to expire.

Planning and Code Compliance staff have been satisfied with the performance of Ms. Rice over the last year. Ms. Rice conducted 18 hearings in 2017 consisting of 12 land use hearings, 6 erosion control and tree appeal hearings. Mr. Turner conducted 2 hearings in 2017 consisting of one land use case and one erosion control appeal.

Ms. Rice is currently compensated at the rate of \$165.00 per hour and Mr. Turner is compensated at a rate of \$160.00 per hour. Neither is requesting an increase.

Advantage(s):

1. This action is consistent with the adopted Hearings Examiner Ordinance (VMC 2.51).
2. Allows the City to provide objective, independent evaluation of land use matters, including certain "major developments" and appeals of land use decisions and code enforcement actions.
3. Reappointment of the current Hearings Examiner and Hearings Examiner Pro Tem will provide continuity in the conduct of hearings.

Disadvantage(s): Expenditure of City funds; however, some of the expenses are covered through the collection of development review planning fees and fines and penalties recovered through enforcement actions.

Budget Impact: None. The approved Land Use Team budget for 2018 includes funding for hearing examiner professional service which will be sufficient to cover the anticipated costs. No increase in the existing hourly rate is proposed this year

Prior Council Review: None

Action Requested: Authorize the City Manager or his designee to execute the amendments to continue Hearings Examiner services for one year with Sharon Rice as Hearings Examiner, and Joe Turner as Hearings Examiner Pro Tem.

Attachment(s):

- Amendment to the 2017 Professional Services Agreement with Sharon Rice
- 2017 Professional Services Agreement with Sharon Rice
- Amendment to the 2017 Professional Services Agreement with Joe Turner
- 2017 Professional Services Agreement with Joe Turner



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

AMENDMENT No. 1
PROFESSIONAL SERVICES AGREEMENT
HEARING EXAMINER

This is an Amendment to **PROFESSIONAL SERVICES** Agreement No. 87177, dated March 14, 2017, by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Sharon A. Rice, of the Offices of Sharon Rice Hearing Examiner LLC hereinafter referred to as "Examiner" whose address is 20126 Ballinger Way, No. 167, Shoreline WA 98155.

This amendment modifies the following portions of Section 6. Term/Cancellation; of the Agreement.

1. The effective term of the Agreement is extended for an additional 12 months.
2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

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

DATED this _____ day of _____, 2018

CITY OF VANCOUVER,
A municipal corporation

CONTRACTOR:
Sharon A. Rice, of the Offices of Sharon
Rice Hearing Examiner LLC

Eric Holmes, City Manager

Signature:

Attest:

By: Printed Name / Title

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

Approved as to form:

E. Bronson Potter, City Attorney

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. 87177
HEARING EXAMINER

This agreement is entered into by and between the City of Vancouver, a municipal corporation, hereinafter referred to as the "City" and Sharon A. Rice, of the Offices of Sharon Rice Hearing Examiner LLC hereinafter referred to as "Examiner" whose address is 20126 Ballinger Way, No. 167, Shoreline WA 98155.

WHEREAS, Chapters 2.51 of the Vancouver Municipal Code provide for the appointment by the Vancouver City Council of Hearing Examiners to consider certain land use applications and City Code enforcement appeals and other matters as assigned; and

WHEREAS, the Examiner has been determined by the Council to be qualified to act as, and is hereby appointed by the Council to be, Hearings Examiner:

NOW, THEREFORE, BE IT RESOLVED, that the parties do agree:

1. Services. The Examiner agrees to receive and examine available information, conduct public hearings, prepare written findings, recommendations, decisions and orders that are clear and consistent with the requirements of the City Code and standard of industry practice. The Examiner represents that she is qualified and possesses the necessary expertise, knowledge, training, and skills and has the necessary licenses and/or certification to perform the services set forth in this Contract.
 - a) The Examiner agrees to consult with the City Council and City Planning Commission and its staff on matters relating to clarification or development of City policy which may affect the issues the Examiner is required to resolve.
 - b) The Examiner agrees to comply with all requirements, including time limits of City Code and statutory provisions that are applicable to the cases under her jurisdiction.
 - c) The Examiner understands that the City has appointed another person to act as its secondary Hearing Examiner whose services will only be requested where the primary Hearing Examiner is disqualified or otherwise unavailable. (Sharon A. Rice is the primary examiner; Joe Turner will be the Examiner Pro-Tem or secondary.)
 - d) The Examiner agrees to cover all hearing dates set by mutual agreement between City staff and the Examiner.
 - e) The City will provide facilities for the conduct of hearings, including hearing room and recording equipment. The City will also provide staff support at the hearing, and provide the Examiner with a comprehensive Staff Report, and will carry out all public notice requirements of City Code, and general administrative support. The Examiner will provide her own clerical services for typing decisions and any personal correspondence.

2. Conflict of Interest. The Examiner agrees to disqualify herself as to any application in which the Examiner has had substantial pre-hearing contact with proponents, or the Examiner has a personal financial interest or other appearance of conflict under Chapter 42.36 RCW.

3. Procedures and Exhibits.

a) The Examiner agrees to abide by the set of rules and procedures for the conduct of hearings promulgated by the Hearing Examiner and approved by City Council.

b) During the course of the conduct of hearings, the Examiner agrees to be responsible for receiving and marking any new exhibits offered into the record. Exhibits offered at hearing will be marked with exhibit number and case file number. The City shall keep the original documents and provide Examiner with a copy thereof after the hearing date, by US Mail or by scanned documents sent by email. The Examiner will only ever possess secondary, working copies, not original exhibits. The City shall maintain the official record of each matter heard by the Examiner.

4. Recesses and Continuances. The Examiner agrees to set all recessed or continued hearings to a time certain whenever possible. All such rescheduling will be coordinated with the City to ensure that adequate facilities will be available.

5. Payment. The City will pay the Examiner at the rate of One Hundred Sixty Dollars (\$165.00) per hour for all services rendered pursuant to this agreement, including advance file and ordinance review, the conduct of hearings, and preparation of written decisions, recommendations and orders. Any additional time the Examiner spends that is not attributable to assigned cases will not be charged to the City unless approved in advance of billing. The City will reimburse the Examiner for expenses directly and necessarily incurred for hearings assigned, including mileage at the current IRS rate per mile, photocopies at a rate of Ten Cents (\$0.10) per page, parking if fees are incurred, and necessary postage with receipts. Travel time to and from Vancouver will not be paid by the City in the terms of this agreement.

6. Term/Cancellation. This Agreement shall become effective upon receipt of the City's Notice to Proceed and shall have a 12 month term. This Agreement may be canceled by either party upon Forty (40) days written notice to the other party.

7. Amendments: This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto. Any changes in the scope of work or compensation shall be mutually agreed upon between City and the Examiner and shall be incorporated in written amendments to this Agreement.

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

8. Entire Agreement: The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and be cause for termination.

9. Relation of Parties: The Examiner, its subconsultants, agents and employees, if any, are independent contractors performing professional services for City and are not employees of City. The Examiner, its subconsultants, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Examiner, subconsultants, agents and employees shall not have the authority to bind the City any way except as may be specifically provided herein.

10. Ownership of Records and Documents: All materials, writings and products produced by Examiner in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Examiner hereby further assigns all copyright interests in such materials, writing and products to the City. A copy may be retained by the Examiner.

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

12. City Business and Occupation License: Prior to performing work under this Agreement, Examiner shall secure a City of Vancouver Business and Occupation License under V.M.C. 5.04.090 for all work performed in the City.

13. Defend, Indemnify And Hold Harmless:

a) The Contractor shall defend, indemnify and hold harmless the City, its officers, employees, principals and agents from any and all injury or damage to the City or its property, and also from all claims, demands, causes of action, or suits of any kind that arise directly or indirectly out of, incident to, or due to any actual or alleged negligence, intentional act, or breach of duty by the Contractor, its agents, employees, representatives or subcontractors in performing work and services under this Agreement, except for injuries and damages caused by the sole negligence of the City.

b) The City shall defend, indemnify and hold harmless the Contractor and the Contractor's employees or agents from any and all injury or damage to the Contractor or its property, and also from all claims, demands, causes of action, or suits of any kind that arise directly or indirectly out of, incident to, or due to any actual or alleged negligence, intentional act, or breach of duty by the City, its officers, employees, principals and agents in performing work and services under this Agreement, except for injuries and damages caused by the sole negligence of the Contractor or the Contractor's employees or agents.

c) In the event any claims, suits, or actions result from the concurrent negligence of (a) the City or the City's agents or employees and (b) the Contractor or the Contractor's agents or employees, the defense and indemnity provisions in the preceding paragraphs of this section shall be valid and enforceable only to the extent of each party's negligence or the negligence of its agents and employees.

d) The Contractor specifically agrees to defend and indemnify the City from claims or suits brought by Contractor's own employees against the City. For this purpose, Contractor specifically and expressly waives any immunity that may be granted it under the Washington

State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on benefits payable to or for any third party under the workers' compensation acts. This waiver has been mutually negotiated by the parties.

14. Insurance: The Examiner agrees to the following requirements relating to insurance coverage:

Professional Liability Insurance: The Examiner shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Examiner, subcontractor or anyone directly or indirectly employed by either the Examiner or a subcontractor. The amount of coverage provided by such insurance shall be not less than Five Hundred Thousand Dollars (\$500,000) aggregate with a split limit of Two Hundred Fifty Thousand Dollars (\$250,000) per claim.

Examiner shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form.

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

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

Contractor:
Sharon A. Rice, Hearing Examiner
20126 Ballinger Way, No. 167
Shoreline, WA 98155

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

Both Parties recognize that time is of the essence in performance of the provisions of this contract.

It is also agreed by the parties that the forgiveness of the noncompliance of any provision of this contract does not constitute a waiver of the provisions of this contract.

ENTERED into this 14th day of MARCH, 2017.

CITY OF VANCOUVER,
A municipal corporation



Eric Holmes, City Manager

OFFICES OF SHARON RICE
HEARING EXAMINER LLC



Sharon A. Rice, Hearing Examiner

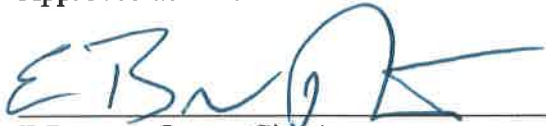
Attest:



Lloyd Tyler, City Clerk

By: Carrie Lewellen, Deputy City Clerk

Approved as to form:



E Bronson Potter, City Attorney

AMENDMENT No. 1
PROFESSIONAL SERVICES AGREEMENT
HEARING EXAMINER

This is an Amendment to **PROFESSIONAL SERVICES** Agreement No. 87176, dated March 14, 2017, by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Joe Turner, P.C., Municipal Hearings Official, hereinafter referred to as "Examiner Pro Tem" whose address is 30439 SE Jackson Road, Suite 200, Gresham, OR 97080.

This amendment modifies the following portions of Section 5. Term/Cancellation; of the Agreement.

1. The effective term of the Agreement is extended for an additional twelve months.
2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

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

DATED this _____ day of _____, 2018

CITY OF VANCOUVER,
A municipal corporation

CONTRACTOR:
Joe Turner, P.C., Municipal Hearings Official

Eric Holmes, City Manager

Signature:

Attest:

By: Printed Name / Title

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

Approved as to form:

E. Bronson Potter, City Attorney

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. 87176
HEARING EXAMINER

This agreement is entered into by and between the City of Vancouver, a municipal corporation, hereinafter referred to as the "City" and Joe Turner, P.C., Municipal Hearings Official, hereinafter referred to as "Examiner Pro Tem" whose address is 30439 SE Jackson Road, Suite 200, Gresham, OR 97080.

WHEREAS, Chapters 2.51 of the Vancouver Municipal Code provide for the appointment by the Vancouver City Council of Hearing Examiners to consider certain land use applications and City Code enforcement appeals and other matters as assigned;
and

WHEREAS, the Examiner Pro Tem as been determined by the Council to be qualified to act as, and is hereby appointed by the Council to be, Hearings Examiner Pro Tem:

NOW, THEREFORE, BE IT RESOLVED, that the parties do agree:

1. Services. Joe Turner, P.C., Municipal Hearings Official is the appointed Hearing Examiner Pro Tem to provide the services under this Agreement. The Examiner Pro Tem represents that he is qualified and possesses the necessary expertise, knowledge, training, and skills, and has the necessary licenses and/or certification to perform the services set forth in this Contract. The Examiner Pro Tem further agrees to receive and examine the information provided by the parties, conduct public hearings, prepare written findings, recommendations, decisions, and orders that are clear and consistent with the requirements of the City Code and standard of industry practice.

a) The Examiner Pro Tem agrees to consult with the City Council and City Planning Commission and its staff on matters relating to clarification or development of City policy which may affect the issues the Examiner Pro Tem is required to resolve.

b) The Examiner Pro Tem agrees to comply with all requirements, including time limits of City Code and statutory provisions that are applicable to the cases under his jurisdiction.

c) The Examiner Pro Tem understands that the City has appointed another person to act as its primary Hearing Examiner. The Examiner Pro Tem's services will only be requested where the primary Hearing Examiner is disqualified or otherwise unavailable.

d) The Examiner Pro Tem agrees to cover all hearing dates set by mutual agreement between City Staff and the Examiner Pro Tem.

e) The City will provide facilities for the conduct of hearings, including hearing room and recording equipment. The City will also provide staff support at the hearing, provide the Examiner Pro Tem with a staff report and materials in advance of the hearing, will carry out public notice requirements of City code, and provide general administrative support. The Examiner Pro Tem will provide his own clerical services for typing written decisions, recommendations, and orders, and any personal correspondence.

2. Conflict of Interest. The Examiner Pro Tem agrees to disqualify himself as to any application in which the Examiner Pro Tem has had substantial pre-hearing contact with

proponents, or the Examiner Pro Tem has a personal financial interest or other appearance of conflict under Chapter 42.36 RCW.

3. Procedures and Exhibits.

a) The Examiner Pro Tem agrees to abide by the set of rules and procedures for the conduct of hearings promulgated by the Hearing Examiner Pro Tem and approved by City Council.

b) During the course of the conduct of hearings, the Examiner Pro Tem agrees to be responsible for receiving and marking any new exhibits offered into the record. Exhibits offered at hearing will be marked with exhibit number and case file number. The City shall keep the original documents and provide the Examiner Pro Tem with a copy thereof after the hearing date, either by US mail or by scanned documents sent by email. The Examiner Pro Tem will only ever possess secondary, working copies, not original exhibits. The City shall maintain the official record of each matter heard by the Examiner Pro Tem.

4. Recesses and Continuances. The Examiner Pro Tem agrees to set all recessed or continued hearings to a time certain whenever possible. All such rescheduling will be coordinated with the City to ensure that adequate facilities will be available.

5. Payment. The City will pay the Examiner Pro Tem at the rate of One Hundred Sixty Dollars (\$160.00) per hour for all services rendered pursuant to this agreement, including advance file and ordinance review, the conduct of hearings, and preparation of written decisions, recommendations, and orders. Any additional time the Examiner Pro Tem spends that is not attributable to assigned cases will not be charged to the City unless approved in advance of billing. The City will reimburse the Examiner Pro Tem for expenses directly and necessarily incurred for hearings assigned, including mileage at the current IRS rate per mile, photocopies, facsimile costs necessary postage and other related expenses with receipts at the following rates.

Postage and Delivery	Actual
Long Distance Telephone	Actual
Fax	\$0.50/page
Photocopy	\$0.10/page

Travel time is not compensable under this agreement.

The Examiner Pro Tem will submit billings no later than thirty (30) days following rendition of services pursuant to this agreement, itemized by case and time spent, with totals for land use items separate from enforcement and other items.

6. Term/Cancellation. This Agreement shall become effective upon receipt of the City's Notice to Proceed and shall have a twelve month term. This Agreement may be canceled by either party with Forty (40) days written notice to the other party.

7. Amendments: This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto. Any changes in the scope of work or compensation shall be mutually agreed upon between City and the Examiner Pro Tem and shall be incorporated in written amendments to this Agreement.

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

8. Entire Agreement: The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and be cause for termination.

9. Relation of Parties: The Examiner Pro Tem, its subconsultants, agents and employees, if any, are independent contractors performing professional services for City and are not employees of City. The Examiner Pro Tem, its subconsultants, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Examiner Pro Tem, subconsultants, agents and employees shall not have the authority to bind the City any way except as may be specifically provided herein.

10. Ownership of Records and Documents: All materials, writings and products produced by Examiner Pro Tem in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Examiner Pro Tem hereby further assigns all copyright interests in such materials, writing and products to the City. A copy may be retained by the Examiner Pro Tem.

11. Evaluation and Compliance with the Law: The Examiner Pro Tem shall have the authority to control and direct the performance and details of the work described herein. The Examiner Pro Tem agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

12. City Business and Occupation License: Prior to performing work under this Agreement, Examiner Pro Tem shall secure a City of Vancouver Business and Occupation License under V.M.C. 5.04.090 for all work performed in the City.

13. Indemnification and Hold Harmless: Examiner Pro Tem agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature (including patent infringement or copyright claims) arising out of, or in connection with, or incident to, the performance of services pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Examiner Pro Tem or subcontractor or agent even if Examiner Pro Tem is thus otherwise immune from liability pursuant to the

workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the sole negligence of the City. Examiner Pro Tem 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. Examiner Pro Tem is an independent contractor and responsible for the safety of employees.

14. Insurance: The Examiner Pro Tem agrees to the following requirements relating to insurance coverage:

Professional Liability Insurance: The Examiner Pro Tem shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Examiner Pro Tem, subcontractor or anyone directly or indirectly employed by either the Examiner Pro Tem or a subcontractor. The amount of coverage provided by such insurance shall be not less than Five Hundred Thousand Dollars (\$500,000) aggregate with a split limit of Two Hundred Fifty Thousand Dollars (\$250,000) per claim.

Examiner Pro Tem shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form.

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

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

Contractor:
Joe Turner
Joe Turner, P.C., Municipal Hearings Official
30439 SE Jackson Rd, Ste 200
Portland, OR 97080

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

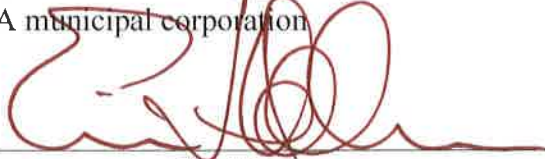
Both Parties recognize that time is of the essence in performance of the provisions of this contract.

It is also agreed by the parties that the forgiveness of the noncompliance of any provision of this contract does not constitute a waiver of the provisions of this contract.

ENTERED into this 14th day of MARCH, 2017.

CITY OF VANCOUVER,

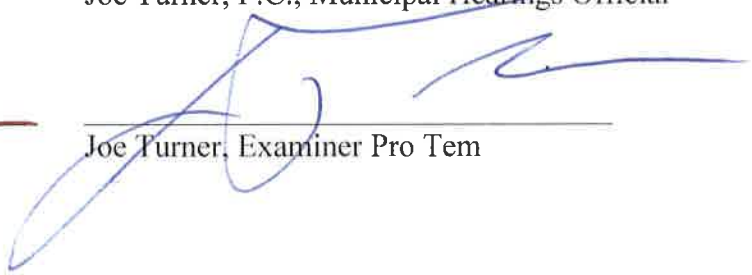
A municipal corporation



Eric Holmes, City Manager

JOE TURNER, ATTORNEY AT LAW

Joe Turner, P.C., Municipal Hearings Official



Joe Turner, Examiner Pro Tem

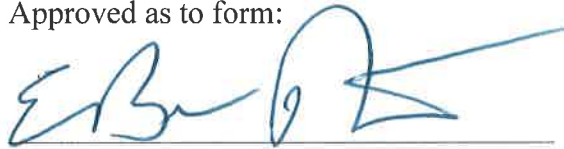
Attest:



Lloyd Tyler, City Clerk

By: Carrie Lewellen, Deputy City Clerk

Approved as to form:



E Bronson Potter, City Attorney

RECEIVED

MAR 06 2017

PROC

STAFF REPORT NO. 019-18

TO: Mayor and City Council
FROM: Eric Holmes, City Manager



DATE: 2/12/2018

Subject: Long Term Lease with the Vancouver School District (District) for the Vancouver Tennis Center (Tennis Center) located at 5300 E. 18th Street, Vancouver WA.

Key Points:

- The City has leased the property that houses the Vancouver Tennis Center from Vancouver Public Schools since 1975.
- The City is entering into a management and operations agreement with the United States Tennis Association, and a longer-term lease of the property will allow for the continued use of the tennis center as a community facility.
- As part of the lease agreement, the school district will receive free court time for its high school teams.

Objective: Update the current lease to extend the City's use of the Tennis Center to a 20-year lease with a 10-year initial term, with an auto extension for an additional 10 years. The lease with the auto renewal will be in effect until 2038.

Present Situation: Currently, the Vancouver School District owns the property that houses the Vancouver Tennis Center. The City has leased the property from the District since 1975, and has used the property to operate and maintain the Tennis Center. At this time, due to the City entering into a Management and Operations Agreement with United States Tennis Association – Pacific Northwest (USTA-PNW), all parties would benefit from a longer term lease in order to preserve the significant capital improvements that both the City and USTA-PNW are making in the facility. The District will receive free court time for the described high school teams and enjoy the benefits of a renovated and improved facility. The City will not execute the lease agreement until the District receives Board approval for accompanying documents that mirror language in the attached lease document, which is anticipated in the month of February.

Advantage(s): The proposed lease extension will allow the City of Vancouver, through a new management and operations agreement, to continue to operate the Tennis Center as a community facility. Additionally, through this arrangement with USTA-PNW, the Tennis Center will receive much needed repairs and improvements. The new lease specifies and includes:

- A new lease upon approval of both the District and the City of Vancouver for 10-year terms with a roll over extension of 10 years
- This lease may be terminated if there is material breach of the contract by either party
- Upon approval of new lease, the City enters into a Management and Operations Agreement with USTA-PNW
- Outlines and increases usage by District Tennis Teams, including expanded summer practice times
- A recapture clause is included as required by RCW 28A.335.040, which requires the District be permitted to recapture the use of the facility should it be needed for school

purposes, based on a finding that programs vital to the current educational needs of the District cannot be conducted except by use of the facility. If the District elects to recapture the property pursuant to RCW 28A.335.040, the District agrees to repay to the City the depreciated value of tenant improvements based on the industry standard life cycle of the asset not to exceed \$1.1 million, based on the initial USTA-PNW facility investments.

- A standard liability and risk assurances

Disadvantage(s): None

Budget Impact: The budget for operation of the Tennis Center was included in the last biennium budget approved by City Council. Additionally, the current capital budget includes \$850,000 for the City's commitment to repair the roof, a minor wall and door defects.

Prior Review: City Council received a briefing memo on the transition to USTA-PNW subject on June 26, 2017 and a workshop on September 18, 2017. These reviews mentioned the lease, however not all specific lease details were known at that time.

Action Requested: Authorize the City Manager or his designee to execute the lease agreement between the Vancouver School District and the City of Vancouver for the Vancouver Tennis Center.

Attachment(s): Lease document

LEASE AGREEMENT

A LEASE AGREEMENT ("Lease") between the Vancouver School District No. 37 ("District") and the City of Vancouver ("City"), collectively referred to as the "parties," relating to the lease of certain real property herein described, for an initial term of ten years in order for the City to continue operating and maintaining for said term a building known as the Vancouver Tennis Center hereinafter referred to as the ("VTC.") This Lease supersedes and replaces both the Lease Agreement dated February 10, 1975, the Lease Extension Agreement between the District and the City dated February 25, 2010, and the Agreement between the District and the City dated July 1, 2013.

WHEREAS, Vancouver School District No. 37 owns certain property in the City of Vancouver, Clark County, Washington, which the City has leased from the District since 1975, and has used such property to operate and maintain the VTC;

WHEREAS, the School District made substantial capital improvements during the expansion of the VTC;

WHEREAS, the City and District desire to continue having the City lease the property described herein in order to operate and maintain the VTC at its present location;

WHEREAS, the City and District have a history of entering into cooperative and mutually beneficial agreements for the use of each party's property;

WHEREAS, over the last decade, the VTC has struggled financially and has fallen short of the 100% cost recovery goals set for an "enterprise operation";

WHEREAS, the cost recovery ratio has dropped from 85.8% in 2013 to 74.9% cost recovery in 2016;

WHEREAS, there are many operational issues that make running the most efficient tennis center extremely difficult for a governmental agency;

WHEREAS, in order to operate this important community asset well into the future, the City decided to look for a different provider to operate the VTC in the most effective and efficient manner;

WHEREAS, the City has currently determined that the United States Tennis Association/Pacific Northwest Section ("USTA/PNW") possesses the qualities and experience to operate the VTC in a professional, efficient and effective manner for the improved benefit of the community; and

WHEREAS, the Parties are aware that the City and USTA/PNW intend to enter into an agreement for the operation and management of the VTC by USTA/PNW ("Services Agreement") subject to City and District entering into a new lease arrangement.

NOW, THEREFORE, it is hereby AGREED between the parties as follows:

1. **Property Description and Use.** Since 1975, the District has leased to the City approximately 5.14 acres of land in order for the City to operate and maintain the VTC. The VTC is located at 5300 East 18th Street Vancouver, WA 98661.

The building, and associated grounds, shall continue to be used only for a tennis center with ancillary uses such as pickleball activities, related retail sales and associated parking. No other uses shall be allowed except such as may be approved by written modification as provided in Paragraph 17 below. The Parties further agree that no onsite parking meters will be placed at the VTC during the term of this Lease.

2. **Term and Consideration.** This new lease is for an initial term of ten (10) years and shall commence on __, 2018, and shall expire on __, 2028. As full consideration for this Lease, the City shall allow the District to use the VTC as set forth in Exhibit A, attached hereto and incorporated herein. The term of the Agreement will continue without interruption automatically following the Initial Term for an extended, renewal term of an additional ten (10) years, at the consideration and upon the terms of this Lease, unless this Agreement is first terminated pursuant to this Section 14. If the Lease is extended for the additional ten (10) year term, it shall expire on _____, 2038. The Parties agree that with the execution of this Lease and as of the Effective Date, the former lease[s] is hereby terminated and of no further force and effect, except that any and all rights that survive termination, shall continue to survive according to their terms.

3. **Annual Meeting.** The City, the District, and its 3rd party vendor shall meet with the District's Athletic Director annually. The meeting shall take place no later than July 15th each year to determine the following school year's schedule. Any proposed change in usage by the District including additional court usage time by the District shall be reviewed.

4. **Property Purchase.** During the term of this Lease the City and District may agree for the City to purchase such land and building (or any portion of such land) pursuant to the provisions of RCW 28A.335.120, as it now provides or as amended. Subject to Section 14b, the City shall have the right of first refusal regarding the purchase of the VTC in the event that the District elects to sell or change the use of the VTC, subject to execution of a formal purchase and sale agreement.

5 **Dispute Resolution.** In the event of a dispute between the parties concerning any matters arising under this Lease, the parties shall first attempt to negotiate a settlement of such a dispute between themselves. Absent such a settlement, a Dispute Panel shall decide such dispute in the following manner: each party to this Lease shall appoint one member to the Dispute Panel, and the members so appointed shall jointly appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The parties shall equally share the costs, if any, for the services of the Dispute Panel. A decision of the Dispute Panel shall be nonbinding and inadmissible in any arbitration or litigation.

If the Dispute Panel does not resolve the issue to the satisfaction of all parties, either party may

seek resolution of the dispute through litigation, the venue of which shall be in the Clark County, Washington Superior Court.

Nothing in this Lease shall impair a party's right to seek injunctive relief from the Clark County, Washington Superior Court if immediate and irreparable injury, loss or damage to any rights arising from this Lease is alleged prior to the dispute resolution process described in Section 5 of the Lease.

6. Indemnity and Hold Harmless. The City agrees to indemnify and hold harmless the District from all injuries or damages which may accrue or be alleged to accrue to any person or corporation, public or private, as a result of this Lease or any use to which such building may be put during the term of this lease caused by the negligence of the City or its third-party vendor. This indemnity and hold harmless shall not apply in the case where liability arises from the sole negligence of the District.

7. Subcontracting. The City and District agree that the City may subcontract daily management, operations and maintenance of the VTC to a third-party vendor. The City is responsible for compliance with the terms of this Lease. All subcontracting agreements require prior review and approval by the district's Assistant Superintendent, Chief Operations Officer. District has reviewed and approved PSA No. _____.

8. Utilities and Taxes. The City shall be solely responsible to pay for all utility services provided to the VTC. The City further agrees to be responsible for all taxes and assessments which may hereinafter be assessed against the property during the term of this lease and agrees to hold the District harmless thereof.

9. Maintenance of Property. The City agrees that it, or its third-party vendor, shall maintain the property during the Lease period and agrees that such property shall be maintained to approximately the same standards as other similar properties under the City of Vancouver Parks & Recreation Department with general wear and tear to be expected over time.

10. Surrender of Property. Unless provided otherwise in any extension made to this Lease under paragraph 2, the City upon the termination date of this Lease or extension thereof or termination by the City under paragraph 14, shall either negotiate to determine if the parties can agree upon purchase of the VTC from the District or surrender the VTC and all appurtenances to the District. No part of any building or of the premises or any fixtures shall be removed by the City during the term of this Lease except with the prior written approval of the District except as reviewed and approved in PSA No. _____.

11. Insurance. The City, and/or its third-party vendor, shall reasonably insure or otherwise provide for bodily injury, liability and property insurance of all insurable property and equipment in an amount at least equal to that usually carried for comparably operated private properties.

12. Failure to perform. Time is of the essence for this Lease and the failure on the part of the City to pay the costs to operate and maintain the facility; or to keep and perform each and every obligation on their part shall constitute a breach of this Lease. Prior to any claim for breach being made, both the City and the District shall have an opportunity to cure any alleged breach. If a party fails to comply with any provision of this Lease, the other party shall deliver written notice to the non-complying party, as well as the 3rd party vendor, specifying the non-compliance. The non-complying party shall have thirty (30) days after delivery of such notice to cure the non-compliance or to reach substantial compliance. If after expiration of the cure period, the claimed breach is not cured, substantial compliance is not reached, or if more time is not granted, the District may, at its option, elect to declare this Lease null and void, and in which case the City agrees to immediately quit and surrender the premises.

13. Transfers and Assignments. It is understood that this Lease shall not be assigned or transferred by the City either directly or indirectly, nor shall the premises be sub-leased by the City either directly or indirectly without the written consent of the District, which shall not be unreasonably withheld. It is understood that the City may use a third-party vendor for daily management, operations, and maintenance of the VTC. The City shall remain solely responsible for compliance with the terms of the Lease.

14. Termination.

- a. This Lease may be terminated by either party for a material breach of the Lease that is not cured, with proper notice of the breach being provided as specified in Section 12.
- b. The City and the District acknowledge the requirements of RCW 28A.335.040, which requires the District be permitted to recapture the use of the facility should it be needed for school purposes, based on a finding that programs vital to the current educational needs of the District cannot be conducted except by use of the facility. If the District elects to recapture the property and structure of VTC pursuant to RCW 28A.335.040, the District agrees to provide no less than six (60) days written notice of recapture to City and agrees to repay to the City the depreciated value of tenant improvements based on the industry standard life cycle of the asset. At the completion of initial tenant improvements, the District will receive a summary of improvements with their final costs and the industry standard life cycle for each. The total value of the initial tenant improvements that can be claimed will not exceed \$1.1 million.

15. Non-Waiver. Any waiver of any breach of covenant, condition or agreement herein contained to be kept and performed by the City shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the District from declaring a forfeiture for any subsequent breach either of the same covenant, condition or agreement or otherwise.

16. Severability. Any provision of this Lease, which proves to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision of this Lease, and such other provisions

remain in full force and effect.

17. Modification. This Lease contains the entire agreement between the parties hereto, and no modification of this Lease, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative and this provision shall apply to this condition as well as all other conditions of this Lease.

18. Additional Miscellaneous. No remedy herein conferred upon or reserved to either Party shall be exclusive of any other remedy herein provided or provided by law, but each remedy shall be cumulative. In interpreting or construing this Lease, it is understood that if the context so requires, the singular pronoun shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, assumed, and implied to make the provisions hereof apply equally to corporations, partnerships, and individuals. Section headings are for convenience and shall not affect any of the provisions of this Lease. All agreements (including, but not limited to, indemnification agreements) set forth in this Lease, the full performance of which are not required prior to the expiration or earlier termination of this Lease, shall survive the expiration or earlier termination of this Lease and be fully enforceable thereafter.

19. Ratification. Acts taken pursuant to Lease, but prior to its approval are hereby ratified and confirmed.

20. Covenant of Quiet Enjoyment. District covenants and agrees that, as long as no event of default shall have occurred that remains uncured beyond any applicable cure period allowed by this Lease, City shall peaceably and quietly have, hold and enjoy the Premises during the term of this Lease without any interruption or disturbance from District or any party claiming by, through or under the District, subject to the terms and conditions of this Lease.

21. Force Majeure. Whenever a period of time is prescribed in this Lease for action to be taken by either Party, such Party shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, acts of terrorism, laws, or any other causes of any kind whatsoever, which are beyond the reasonable control of the party.

CITY OF VANCOUVER, WASHINGTON

VANCOUVER SCHOOL DISTRICT NO. 37

Eric Holmes, City Manager

Michelle Giovannozzi, District Board President

Dated: _____

Dated: _____

ATTEST:

ATTEST:

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

Dated: _____

Approved as to form:

E. Bronson Potter, City Attorney

Dated: _____

Dr. Steven Webb, Secretary to the Board

Dated: _____

Approved as to form:

Marilee Scarbrough, Attorney for the District

Dated: _____

EXHIBIT A

VANCOUVER SCHOOL DISTRICT USAGE OF VTC

The City, and its third-party vendor, agree to provide reasonable tennis court space and time, including use of the ball machine and video system, to team members and coaches of the tennis teams of the following Vancouver School District #37, Clark County, Washington high schools: Fort Vancouver High School, Hudson's Bay High School, Columbia River High School, and Skyview High School, and to no other district's schools or persons. The listed high schools shall be further referred to as the "District." The City, and its third-party vendor, shall not charge a fee for such services.

Such services shall be provided upon the following schedules, unless the third-party vendor and the District agree in writing to modify the following schedules. The District reserves the right to place individual schools within the schedule, as it deems necessary.

A. Indoor Court Schedule – Inclement Weather for all four high schools.

BOYS PROGRAM – Practice Schedule (1 court per school per day) (August, September, October)	Monday	Tuesday	Wednesday	Thursday	Friday	Total Hrs. Per Week
District slot A	2:15pm – 3:45pm	2:15pm – 3:45pm	2:15pm – 3:45pm	2:15pm – 3:45pm	2:15pm – 4:15pm	
# of Hours	1.5	1.5	1.5	1.5	2	8
District slot B	2:15pm – 3:45pm	2:15pm – 3:45pm	2:15pm – 3:45pm	2:15pm – 3:45pm	2:15pm – 4:15pm	
# of Hours	1.5	1.5	1.5	1.5	2	8
District slot C	2:30pm – 4:00pm	2:30pm – 4:00pm	2:30pm – 4:00pm	2:30pm – 4:00pm	2:30pm – 4:30pm	
# of Hours	1.5	1.5	1.5	1.5	2	8
District slot D	2:30pm – 4:00pm	2:30pm – 4:00pm	2:30pm – 4:00pm	2:30pm – 4:00pm	2:30pm – 4:30pm	
# of Hours	1.5	1.5	1.5	1.5	2	8
					Total Hrs. Per Week	32

GIRLS PROGRAM – Practice Schedule (1 court per school per day) (February, March, April, May)	Monday	Tuesday	Wednesday	Thursday	Friday	Total Hrs. Per Week
District slot A	2:15pm – 3:45pm	2:15pm – 3:45pm	2:15pm – 3:45pm	2:15pm – 3:45pm	2:15pm – 4:15pm	
# of Hours	1.5	1.5	1.5	1.5	2	8
District slot B	2:15pm – 3:45pm	2:15pm – 3:45pm	2:15pm – 3:45pm	2:15pm – 3:45pm	2:15pm – 4:15pm	
# of Hours	1.5	1.5	1.5	1.5	2	8
District slot C	2:30pm – 4:00pm	2:30pm – 4:00pm	2:30pm – 4:00pm	2:30pm – 4:00pm	2:30pm – 4:30pm	
# of Hours	1.5	1.5	1.5	1.5	2	8
District slot D	2:30pm – 4:00pm	2:30pm – 4:00pm	2:30pm – 4:00pm	2:30pm – 4:00pm	2:30pm – 4:30pm	
# of Hours	1.5	1.5	1.5	1.5	2	8
					Total Hrs. Per Week	32

* The District shall determine which schools may need the available indoor court slots during inclement weather and will communicate that to the 3rd party vendor.

* All players advancing through to the State Tournament shall receive reasonable access to courts.

* Indoor court usage during the off-season is not available.

* District shall provide the 3rd party vendor a minimum of 3 weeks' notice of court use cancellation.

* The VTC shall abide by all applicable WIAA and District rules

B. Outdoor Court Schedule – for Fort Vancouver High School only.

BOYS PROGRAM – Practice Schedule (4 courts) (August, September, October)	Monday	Tuesday	Wednesday	Thursday	Friday	Total Hrs. Per Week/Per School
Fort Vancouver High School	2:15pm – 7:15pm	2:15pm – 7:15pm	2:15pm – 7:15pm	2:15pm – 7:15pm	2:15pm – 7:15pm	
# of Hours	5	5	5	5	5	25

					Total Hrs. Per Week	25 per week x 4 courts = 100 total hours
GIRLS PROGRAM – Practice Schedule (4 courts)	Monday	Tuesday	Wednesday	Thursday	Friday	Total Hrs. Per Week/Per School
(February, March, April, May)						
Fort Vancouver High School	2:15pm – 7:15pm	2:15pm – 7:15pm	2:15pm – 7:15pm	2:15pm – 7:15pm	2:15pm – 7:15pm	
# of Hours	5	5	5	5	5	25
					Total Hrs. Per Week	25 per week x 4 courts = 100 total hours
BOYS/GIRLS PROGRAM – Practice Schedule (2 courts)	Monday	Tuesday	Wednesday	Thursday	Friday	Total Hrs. Per Week/Per School
(June/July)						
Fort Vancouver High School	7:00am – 9:00am	7:00am – 9:00am	7:00am – 9:00am	7:00am – 9:00am	7:00am – 9:00am	
# of Hours	2	2	2	2	2	10
					Total Hrs. Per Week	10 per week x 2 courts = 20 total hours

* VTC may request to utilize up to 6 days of pre-allocated summer court dates, for summer programs and events for the community.

Additional benefits offered by the VTC:

1. Free ball machine use (subject to availability) for indoor practice times.
2. Extra court time in the morning before 7:30 a.m. or in the evening after 8:30 p.m. with the ball machine (subject to court and ball machine availability) during the season on school dates.

Facility Usage:

1. The City, the 3rd party vendor, and the District shall meet with the District's Athletic Director annually. Meetings shall take place no later than July 15th each year to determine the following school year's schedule. For example, the July 15, 2018 meeting shall determine the 2018/2019 school year schedule. The parties shall negotiate in good faith to determine if any changes to VTC usage schedule are appropriate for each school year. In the event that the parties are not able to agree, then the schedule set out above shall apply. Notwithstanding the foregoing, and subject to the provisions of Section 9 of the lease agreement, the above schedule shall not apply, and tennis court time and use of VTC facilities shall not be available, when VTC is closed due to construction, adverse weather, or other conditions.
2. Use of the VTC indoor courts shall be made solely by the District's high school tennis team members and coaches for team practices and for no other person or purpose. Each high school's maximum indoor tennis court usage shall not exceed 60 practices. No other uses are allowed.
3. Use of VTC outdoor courts shall be made solely by the Fort Vancouver High School tennis team members and coaches for team practices and for matches. An additional 160 courts hours is provided to Fort Vancouver High School for the months of June and July for its tennis team practice only. No other uses are allowed.
4. Each high school, and/or tennis team members, shall supply their own tennis equipment and balls, including practice balls and balls for the ball machine.

STAFF REPORT NO. 020-18

TO: Mayor and City Council
FROM: Eric Holmes, City Manager



DATE: 2/12/2018

Subject: Vancouver Tennis Center Operations and Management Agreement with United States Tennis Association, Pacific Northwest (USTA-PNW).

Key Points:

- The City has operated the Vancouver Tennis Center since 1975.
- Due to a number of operational challenges, the tennis center has struggle financially and has not met cost recovery goals set for it as an enterprise operation.
- In order to preserve the tennis center as a community asset well into the future, the City issued a Request for Proposals for operations, maintenance and management of the tennis center.
- The proposal by the United State Tennis Association, Pacific Northwest, was selected by the RFP evaluation committee as best meeting the needs of the City.

Objective: Approve a long-term Operations and Management Agreement with USTA-PNW for the management of the Vancouver Tennis Center (Tennis Center).

Present Situation: The City of Vancouver currently operates the Tennis Center, located at 5300 E. 18th Street in Vancouver. The City has operated the Tennis Center since 1975. The property under the tennis facility is owned by the Vancouver School District (District) and the City has a current 8-year lease remaining in place for the facility and one 5-year extension on that lease.

Over the last decade, the Tennis Center has struggled financially and has fallen short of the 100% cost recovery goals set for an “enterprise operation”. The cost recovery ratio has dropped from 85.8% in 2013 to 74.9% in 2016. Additionally, there are many operational issues that make running the most efficient tennis center extremely difficult for a governmental agency. Some of these operational challenges are:

- Requirements of the Affordable Care Act, as it relates to our tennis professionals
- Achieving a flexible “pay for performance” system for the tennis professionals
- Limited staff to implement on-going, continuous marketing efforts
- Deferred facility maintenance in regards to an “enterprise funded” facility

In order to operate this important community asset well into the future, the City decided to look for a different provider to operate the Tennis Center in the most effective and efficient manner.

In December 2016, the City of Vancouver issued a request for proposals (RFP) No. 4-17 for Operations, Maintenance and Management of the Vancouver Tennis Center. The goal of the RFP was to find firms or individuals who were interested in operating the Tennis Center as a public center in a more optimal manner than the City has been able to do. The City specifically asked for firms to:

- Provide day-to-day maintenance and operation, cash handling, booking and court reservations, including all facets of the operation of the Tennis Center: staffing, scheduling, programming lessons, leagues and special events, complete court reservation scheduling, cash/credit control, website management and retail sales, if appropriate.
- Illustrate a strong commitment to high quality customer service and to the success of the facility, including illustrating how they can meet this expectation.
- Provide routine maintenance and cleaning of grounds, buildings and restrooms/locker rooms to keep them clean, hygienic, litter free and in good operating condition, as well as arranging all janitorial and hardscape maintenance within the building and outdoor tennis court area and patio.
- Manage the facility as a community center that welcomes members and non-members, with drop-in hours and rates, while providing some drop-in times and fees available for members of the public.
- Obtain, implement, and maintain a fully-functional independent POS system to improve cash handling and reporting of sales and bookings for all operations as well as tracking tennis center activities such as, but not limited to, court fees, rentals, lessons, memberships and any retail sales or ball machine use, and be able provide this information to the City on a quarterly basis.

After multiple RFP amendments to clarify scope and responses to multiple vendor questions, the RFP closed on April 19, 2017. The City received four (4) proposals.

The City formed an 11-person evaluation committee to score and rank the four proposals. The members of the evaluations committee included: two members of the City's Recreation Administration staff, two members of the City's Finance staff, one member of the Parks and Recreation Advisory Commission, one Tennis SME (Subject Matter Expert), two Tennis Center members, which were selected at large, two Vancouver Tennis Center Foundation board members, as well as a member of the Vancouver School District staff. This group met twice; once to discuss and rank the four proposals and once to hear presentations from the top two ranked firms.

On June 12, 2017, the City released information regarding the RFP process and the vendors who had been "short listed". These vendors included the United States Tennis Association- Pacific Northwest (USTA-PNW, a non-profit organization) and Cliff Drysdale Tennis.

The USTA-PNW proposal reflected a deep understanding of the recreational and professional tennis industry and a commitment to serve the overall community with a wide variety of classes, leagues and activities for juniors, adults and families. In addition, their proposal included investing \$1.4 million in the facility and its operations. Based upon this, the City started preliminary contract negotiations with USTA-PNW. The \$1.4 million investment focuses on:

- Deferred maintenance issues such as restrooms, entrance and lobby
- Expanding marketing efforts and implementing a new web-based point-of-sale and registration systems
- Providing funding to improve two community tennis courts

- Improving indoor lighting and increase on-court technology

There are currently 3.75 full-time City employees at the Tennis Center, as well as 6 tennis professionals. Most employees have a long history there. Out of the 3.75 FTE's, 2.75 are union employees who have triggered their "bumping rights" within the City based on the union contracts. In addition to these full-time employees, the Tennis Center employs a number of part-time staff who assist with customer service functions and support tennis lessons. Finally, USTA-PNW has guaranteed a first round interview for any staff interested in continuing employment within the new structure.

Advantage(s): The proposed Operation and Management Agreement will lead to better long term operation of the Tennis Center as well as updating the building shell, interior and aesthetics, creating an improved tennis experience for the community. The management agreement requires the following actions from City and USTA-PNW.

City of Vancouver:

- Commit to 20-year management and operating agreement with USTA-PNW (initial term 5-year term plus 15-year renewal), running until 2038.
- Commit to repairing the roof at the Tennis Center
 - Goal for completion is late summer 2018
- Oversee USTA-PNW operations to ensure scope of services are met

USTA-PNW:

- Manage and operate the Tennis Center for 20 years (initial term plus renewal)
- Hire, train and pay all staff and manage all day-to-day operations including daily facility maintenance, fees and rate structures and marketing of the facility and services
- Fund major facility renovations: entry, lobby, locker rooms, indoor court lighting, ceiling liner and court technology (minimum investment of \$1.4 mil.);
 - Goal is to complete in 2018-2019
- Provide continuation of high school practice and rain court scheduling as well as added summer practice time
- Resurfacing the courts at Fisher Basin and Oakbrook Parks

Offer a community tennis program afterschool and during the summer in various parks

- Report quarterly to the City and account for all Tennis Center operations in a separate account from all other USTA-PNW operations

Disadvantage(s): Due to the higher level of services as well as City and USTA-PNW capital improvements, the current rate structure at the Tennis Center is likely to change, however the extent to the change is unknown at this time.

Budget Impact: The budget for operation of the Tennis Center was included in the last biennium budget approved by City Council. Additionally, the proposed winter budget supplemental includes a capital budget allocation of \$850,000 for the roof repairs and existing minor wall and door repairs.

Prior Review: The Parks and Recreation Advisory Commission received updates on the Management and Operations Agreement on numerous occasions, most recently in 2017 on September 13 and November 15 and again on January 17, 2018. The commission is supportive of the concept and overall management terms. City Council received a briefing memo on this subject on June 26, 2017, and a workshop on September 18, 2017.

Action Requested: Authorize the City Manager or his designee to execute the Management and Operations Agreement between the City of Vancouver and the United States Tennis Association-Pacific Northwest for the Vancouver Tennis Center.

Attachment(s): Management and Operations Agreement

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. _____
VANCOUVER TENNIS CENTER OPERATIONS AND MANAGEMENT

This Agreement is made and entered into as of the Effective Date defined below by and between the City of Vancouver, a municipal corporation, organized under the laws of the State of Washington, hereinafter referred to as “City,” and United States Tennis Association/Pacific Northwest Section, a public benefit corporation of the State of Oregon, hereinafter referred to as “Contractor,” whose address is 9746 S.W. Nimbus Ave., Beaverton OR 97008.

WHEREAS, the City leases the property and improvements thereon generally known as the Vancouver Tennis Center (“VTC”), located at 5300 E. 18th St., Vancouver, Washington, from the Vancouver School District No. 37 (“District”) pursuant to lease dated _____ (“Lease”) a copy of which is attached hereto and incorporated as Addendum D;

WHEREAS, over the last decade, the VTC has struggled financially and has fallen short of the 100% cost recovery goals set for an “enterprise operation”;

WHEREAS, the cost recovery ratio has dropped from 85.8% in 2013 to 74.9% cost recovery in 2016;

WHEREAS, there are many operational issues that make running the most efficient tennis center extremely difficult for a governmental agency;

WHEREAS, in order to operate this important community asset well into the future, the City decided to look for a different provider to operate the VTC in the most effective and efficient manner;

WHEREAS, the City desires to engage the Contractor to operate and maintain the VTC, and other related services, pursuant to Addendum B – Statement of Work;

WHEREAS, the Contractor has agreed to provide its professional services of the nature described in Addendum B – Statement of Work, attached hereto;

WHEREAS, the City Council approved on February _____, 2018, Staff Report No. _____; and

WHEREAS, the Contractor has represented by entering into this Agreement that it is fully qualified to perform the services under the Addendum B – Statement of Work in a competent and professional manner, and to the standards required by City as defined herein.

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

The City hereby agrees to engage the Contractor and the Contractor hereby accepts the engagement and agrees to perform the services under the Statement of Work solely with respect to the Premises outlined in Addendum E attached hereto and incorporated herein, and as set forth

herein.

A. ROLES AND RESPONSIBILITIES

1. City Obligations. Subject to this Agreement, the City shall be responsible for overseeing Contractor's services provided for under the Addendum B – Statement of Work and this Agreement for the operation of VTC. The City further agrees that it shall comply with the terms of the Lease and take no action to purposefully cause the Lease to terminate. The City shall be available to provide historical and community perspective, and shall assist in communications to stakeholders and facility users when requested by Contractor. The City shall also be responsible for its other obligations as specifically set out herein.

2. Contractor Obligations. Subject to this Agreement, the Contractor shall provide the services set out in the attached Addendum B – Statement of Work, and no other services unless separately agreed to in writing by these Parties. The Contractor is responsible for ensuring that VTC is managed and operated as a public tennis facility, with access and use by the students and staff of the District as set out in Addendum A, attached hereto. The Contractor shall also be responsible for its other obligations as specifically set out herein. Notwithstanding anything contained herein to the contrary, the Contractor shall determine in its sole discretion how best to provide its services, including operation days, hours and staffing. Contractor is permitted to close VTC for up to two weeks each year for cleaning and maintenance, and Contractor will use its best efforts not to interfere with the schedule set out in Addendum A.

3. Consent. The City consents to allow Contractor to retain a third-party retail vendor to provide limited sales of equipment, clothing and food on the Premises.

B. TERM OF CONTRACT AND TERMINATION

1. Initial Term. The initial term is for five (5) years commencing on the Effective Date.

2. Renewal Term. The term of the Agreement shall continue without interruption automatically following the Initial Term for an extended, renewal term of an additional fifteen (15) years unless this Agreement is first terminated pursuant to this Section.

3. Early Termination Upon Breach and Failure to Cure. This Agreement may be terminated by a Party (the "Terminating Party") providing Notice of Termination to the other Party ("Breaching Party") in the event the Breaching Party becomes in breach of its obligations under this Agreement and fails to cure reasonably the breach within thirty (30) days following receipt by the Breaching Party of Notice of Breach from the Terminating Party, which Notice of Breach specifies in detail the elements of breach. In the event that the breach cannot be cured within the thirty (30) day period notwithstanding reasonable efforts undertaken by the Breaching Party, then it shall be sufficient for the Breaching Party to commence reasonable efforts to cure the breach within the said thirty (30) day period provided that the cure is completed within a reasonable time thereafter. Only in the event that the Breaching Party fails to undertake and affect cure efforts as provided for above shall the Terminating Party be permitted to provide a Notice of Termination.

4. Termination. The parties agree that if the Lease is terminated for any reason, this Agreement shall also terminate. The City shall provide the Contractor with as much notice as possible should the process to terminate the Lease be initiated. Notwithstanding the foregoing, this Agreement will not terminate if the sole reason for the termination of the Lease is due to the City's purchase of the VTC from the District.

5. Termination for Insolvency. Notwithstanding anything contained herein to the contrary, either Party may terminate this Agreement upon ten (10) days' advance notice to the other Party if the other Party becomes insolvent, files for bankruptcy protection, is placed into receivership, or is liquidated.

6. Termination for Recapture. The City agrees to provide at least sixty (60) days advanced written notice to Contractor of the District's intent to recapture, and to repay to the Contractor the depreciated value of tenant improvements calculated as of the date of the recapture and based on the industry standard life cycle of the asset, within ten (10) days after the recapture. At the completion of initial tenant improvements, the City will receive a summary of improvements with their final costs and the industry standard life cycle for each. The total value of the initial tenant improvements that can be claimed will not exceed \$1.1 million dollars.

7. Terms Run To End of Month. All term periods shall continue through the last day of the applicable month in which the term ends.

C. FINANCIAL OVERVIEW

1. No Rent. Except as expressly provided for herein, Contractor shall not pay any rent or other form or style of compensation or consideration to City, except that Contractor is responsible for the direct payment of all utility costs associated with the operation of the VTC and any applicable taxes that may be assessed, including but not limited to Business and Occupation (B&O) taxes. In the event that Contractor does not pay due and owing B&O taxes, the City may make any necessary payment, but Contractor shall remain liable to City for reimbursement of the payment along with any assessed fines or fees.

2. No Payment by City. Except as expressly provided for herein, City shall not pay any form or style of compensation or consideration to Contractor.

3. Financial Affairs of VTC. The Contractor shall directly incur all expenses and collect all revenues associated with operations of VTC, and shall track VTC expenses and revenues in a designated account separate from other Contractor's other business activities so that they can be tracked accurately and effectively. It is the expectation of both parties that over time revenues from VTC shall cover expenditures. At such time that revenue exceeds expenditures, Contractor may, but is not required to, apply revenue to capital recovery up to the initial \$1.4 million capital investment. After such time that revenue exceeds expenditures and the capital recovery of \$1.4 million has been met, Contractor may, but is not required to, apply excess funds to VTC improvements as Contractor sees fit.

4. Quarterly Reporting. The Contractor shall provide quarterly financial reports to the City to verify compliance with applicable laws and procedures relating only to this Agreement and the

operation of the VTC. Reports must be provided within 45 days of the quarters end. Additionally, Contractor agrees specifically to comply and cooperate reasonably with any audit required by the City or the State Auditor including the use of a third party auditor by either agency. Any unreasonable failure to comply with the applicable laws, procedures, and terms of this Section is a material breach of the Agreement.

5. Annual Financial Reports. The Contractor shall provide annual audited financial reports from a third party vendor to the City pertaining solely to operation of VTC by May 15th for the prior fiscal year. The Contractor shall track all expenses and revenues in a manner that meets current accounting principles and regulations.

6. Fees and Charges for Use of VTC. Contractor is responsible to establish usage programs and memberships, and to set and collect usage charges for use of the VTC facilities by VTC members and the public. Unless otherwise agreed to in writing by these Parties, the use of VTC by the District pursuant to the provisions of Addendum A hereto shall be without fees and charges. Contractor may collect certain information from individuals as part of a registration process. Contractor agrees to use the collected information in compliance with all applicable laws, rules and regulations, including, without limitation, those governing online privacy and use of credit card data (i.e. using credit card information only for purposes authorized by the cardholder); and applicable Payment Card Industry Data Security Standards.

D. TRANSITION OF SERVICES

1. Transition Date and Closure. The City and Contractor (Parties) agree that a transition period is necessary to transfer the operation of the VTC from present management and staff to Contractor. The Contractor shall select an appropriate transition date and shall notify the City of a final date of transition of services within sixty (60) days of the execution of this agreement. This transition must occur no later than September 1, 2018, unless the City grants a written extension. The City shall grant the extension if the City has failed to substantially complete by September 1, 2018, its Current Improvements set out in Addendum C hereto. Contractor may close the VTC for up to four (4) weeks beginning with the transition date in order to accommodate move in, staff training and related needs, and Contractor will use its best efforts not to interfere with the schedule set out in Addendum A.

2. Transition Assistance and Process. The Contractor and the City shall work together in good faith with one another and with other key stakeholders to ensure a smooth transition of operations and maintenance of the VTC. Following VTC reopening after the date of transition, the Contractor shall have trained staff scheduled to work, a registration and point-of-sale system, updated building signage, additional signage on the grounds at Contractor's discretion, on-court tennis equipment at Contractor's discretion, and website. VTC members and regular customers shall be advised of new fees, processes and systems.

3. City Equipment. At the time of transition, all equipment, furnishings, and supplies at VTC owned by the City shall be inventoried by the City and shall remain the sole property of the City. All computers, phones and other IT systems shall be removed from the VTC. This does not include the in wall fiber optic wiring, which shall remain on site. Contractor may use remaining City property at no charge, or may ask that it be removed. If Contractor wants anything removed prior to

transition, or to use any of the City property after transition, the Contractor must provide the City a written request at least thirty (30) days prior to transition date. Notwithstanding the foregoing, the following City equipment shall remain at VTC following the transition date for use by Contractor until such time that Contractor requests that the following be removed: all office furniture and furnishings, including desks, cabinets and chairs. City shall leave the VTC bathrooms, showers, welcoming area, storage spaces in the indoor center and the external racquetball center, and all offices and staff spaces, broom clean and free of debris as of the transition date.

4. Contractor Equipment and IP. Contractor shall provide its own equipment, furnishings and supplies for use at VTC. All such items provided by Contractor shall remain the sole and exclusive property of the Contractor, free from any claim or right by City or the District. Notwithstanding anything contained herein to the contrary, the Contractor in its sole discretion shall determine what equipment and furnishings to bring onto the VTC together with the timing for doing so, which discretion shall be influenced by the extent and timing of the anticipated capital repairs and remodel of VTC. Additionally, all signage, trademarks, logos, marketing material, marketing and branding concepts and art, educational material, operational material, Contractor's website and domain, including all content on the website, curricula, programming, staffing and training philosophies, the point of sale system, the membership tracking software and its data, the registration and scheduling system, that Contractor develops, acquires or uses in its operation of VTC shall be and shall remain the sole and exclusive property of Contractor, free from any claim or right by City or the District. The City agrees not to use, copy or interfere with Contractor's rights in Contractor's property identified herein except upon Contractor's prior written consent.

5. VTC Staffing. The Contractor shall create a process to ensure that the City's VTC staff will be invited to apply for all positions that are posted for hiring at the VTC. All current VTC staff will be guaranteed a first round interview for positions they apply for at the VTC, and Contractor agrees to conduct a fair interview process.

6. Existing Memberships. The City has sold memberships to use at VTC that remain outstanding. Contractor shall complete an analysis of the best manner in which to honor existing memberships, including potentially "grandfathering" these members in at current pricing for a defined period of time, however Contractor is not precluded from modifying the terms of existing memberships if it sees fit to do so. The Contractor shall also identify new pricing and membership fee structures prior to the first day of operations. The pricing and membership fee structures must include an option for daily drop-in play. Contractor is free to modify pricing and membership fee structures periodically. Contractor shall develop strong business practices with performance targets to ensure ongoing access and recreational benefits to the community, including reasonable hours and competitive rates and fees.

E. COMMUNICATIONS AND PERFORMANCE REVIEW

1. Annual Review. The City and Contractor agree to meet at least annually to review primary performance measures including financial reports, court utilization and customer updates. Both parties agree to endeavor to maintain regular communication between their key staff to ensure that issues are dealt with quickly and efficiently. Both parties agree the fiscal year, as related to VTC is January through December. Relating only to this Agreement and the operation of the VTC

2. Performance Matrix. Contractor shall develop and provide the City at least annually with a Performance Matrix that measures and monitors customer satisfaction, employee satisfaction and key financial performance indicators. Relating only to this Agreement and the operation of the VTC

3. Operational Report and Plans. On or before December 1st during the Term, the Contractor shall provide a written update to the City on facility performance and operating plans for the upcoming year relating only to this Agreement and the operation of the VTC. This update shall provide information such as current financial performance, facility utilization, membership, instruction participation and other major measures of performance to be defined by the Contractor. An annual operating plan shall also be presented which shall include anticipated changes to rates and fees, significant program changes, significant tournaments or special events, changes in organization or staff, major marketing efforts and other reasonable items deemed noteworthy. In addition, Contractor shall be required to prepare and submit annual marketing, maintenance, business, and budget plans and fee schedule to City for review relating only to this Agreement and the operation of the VTC. Contractor shall be responsible for preparing an annual operating budget to address ongoing operational needs and shall provide City an annual income and expense report. The City may make comments or suggestions, but final operational decisions shall remain with the Contractor as operator. All records specific to VTC and the Contractor's operation of VTC shall be retained and made available upon request to City for the duration of the contract. City reserves the right to request reasonable additional information pertaining to the operation of the VTC at any reasonable time. Notwithstanding anything contained herein to the contrary, the Contractor is not required to provide City with any information of any type pertaining to any other of its business affairs and operations apart from its services under this Agreement.

4. Marketing. The City agrees to provide the opportunity to Contractor to market through the City's communications tools including website, catalog, email newsletters and other strategies that are identified. The frequency of messaging and space provided shall be at the discretion of the City in planning and publishing these materials. The City may provide these marketing services at no cost (\$0) to the Contractor. The Contractor is not required to use the City's communication tools, but may do so in its sole discretion. Any information that Contractor contributes to or publishes through the City's communications tools remains the sole and exclusive property of the Contractor and the City does not obtain any rights therein.

F. CAPITAL COMMITMENTS

1. By the City. At its sole cost, the City shall make repairs and improvements equaling at least \$700,000 by correcting the currently identified and known exterior roof leaks, wall gaps and door weatherization, which repairs shall be completed no later than August 30, 2018, and which repair and improvements are defined in the attached Addendum C ("Current Improvements"). Further, the City at its sole cost shall be responsible for the ongoing repair, maintenance and replacement, if reasonably necessary, of the (a) roof, (b) all structural components, and systems of the VTC and on the Premises (Addendum E) except for any structural, components, and systems brought onto the VTC and Premises by Contractor or any modifications made to structural components, and systems of the VTC by Contractor, (c) mold remediation, (d) the VTC parking lot, including resurfacing, resealing and/or restriping when required, and (e) the exterior parking lot lighting and walkway lighting ("Future Improvements") not to exceed \$12,000 dollars per year reasonably adjusted for current inflation rate. The City shall undertake the Current Improvements

and Future Improvements promptly and reasonably so as to minimize any inconvenience to Contractor and to users of VTC. The City shall conduct evaluations and determine the appropriate actions and shall share this information with the Contractor. The City is solely responsible for obtaining any necessary permits for the above described work, the cost, if any, associated with those permits, and any contingency funding necessary to complete the work. The ongoing repair, maintenance, and replacement described herein specifically excludes the racquetball courts at the VTC. Due to the fact that the City has permanently closed the racquetball courts to public access, neither the City nor USTA is required to make any improvements, repairs, maintenance or replacement of the racquetball courts pursuant to this Agreement, but either Party may do so at their sole discretion.

2. By the Contractor. At its sole cost, the Contractor agrees to complete capital improvements in an amount equal to at least \$1,400,000 to address, at minimum, the following areas of improvement: remodeled entrance and lobby, remodeled restrooms/locker rooms, installation of ceiling liner, indoor court improvements including lighting, court resurfacing, on-court technology and repainting indoor mainframe, development of a website, and reservation and point of sale system. Also included is resurfacing of tennis courts at other city parks which is reflected in a separate contract between City and Contractor. These improvements should be completed no later than eighteen (18) months after the City completes Current Improvements. Contractor will not take possession of the VTC until such time as the Current Improvements (Addendum C) are substantially completed by the City. The Contractor is solely responsible for obtaining any necessary permits and inspections, and the associated costs. Additionally, the Contractor is solely responsible for any contingency funding necessary to complete its work. Further, Contractor agrees that ongoing repair and maintenance of these capital improvements shall remain the sole responsibility of the Contractor during the term of this Agreement. The City shall approve the final scope of improvements, if there are any changes, prior to construction after detailed cost estimates have been developed. The value of any tenant improvements must be added to the financial audits and properly amortized. Upon termination of this Agreement, any attached fixture shall become the property of the City. During the Term of this Agreement, Contractor agrees to allow the City periodic inspections of the VTC and associated grounds at a reasonable time. City shall provide reasonable advanced notice of any inspection.

3. Coordination. The Parties shall coordinate with one another to complete capital projects in a manner that minimizes disruption to VTC facility operations, the Contractor and VTC users. Temporary closures of a portion of the facility or the entire facility shall be discussed by the Parties in advance of construction and shall be kept to a minimum.

4. Damages. The Parties agree that Contractor cannot fully undertake the capital projects set out in F 2 above until the City first completes its Current Improvements. In the event that City fails to complete its Current Improvements timely, as outlined in Section F 1, the Parties agree that Contractor may incur damages consisting of reduced revenues and increased costs relating to operating the VTC.

5. Ongoing Small Capital Projects. Subject to the City's obligation for Current Improvements and Future Improvements, the Contractor shall be responsible at its sole expense for other ongoing small capital projects valued at \$10,000 or less, which Contractor determines in its sole discretion may be beneficial for the operation of the VTC. Contractor will use its best efforts

not to disrupt or delay the District's access as provided in Addendum A.

6. Other Large Capital Projects. Apart from the City's obligation for Current Improvements and Future Improvements, and apart from the Contractor's obligations identified in section F 2, the Parties may, but are not required to, mutually agree from time to time concerning additional future large capital projects of a cost in excess of \$10,000. Contractor shall take the lead in designing and planning construction of improvements, including vendor selection, due to its access to experts in tennis facility design and management when the project is solely funded by the Contractor. If the City jointly funds a large capital project with Contractor, the Contractor shall take the lead in designing and planning construction of improvements, unless rules and policies regarding City's contribution to the project dictate otherwise. The Parties may, but are not required to, agree to jointly fund future capital improvements. Prior to any project, both Parties shall commit in writing to the scope of improvements, financial commitment and which Party shall manage implementation. Either Party may also decide to entirely fund a capital improvement project. Contractor will use its best efforts not to disrupt or delay the District's access as provided in Addendum A.

7. Procurement Rules. The Parties agree that the Contractor, by virtue of its specialized knowledge and experience in operating tennis programs and facilities, may be required to employ technical and specialized services and goods from experienced third-party vendors. The Contractor shall have sole authority to select vendors for goods and services and the capital improvement projects that it participates in. If no City funds are being contributed, the Contractor agrees that it shall comply with all applicable state laws governing the process including, but not limited to, procurement, prevailing wage, if required by law, and all relevant and applicable rules of the Washington State Human Rights Commission, the Washington State Law Against Discrimination, and the U.S. Equal Employment Opportunity Commission and any other applicable Revised Code of Washington (RCW) or Vancouver Municipal Code.

If any City funds are contributed, the Contractor agrees that the City's procurement process must be followed and that the City shall take the lead on these projects from start to completion.

G. SIGNAGE

The Contractor is permitted to install, at its sole cost and discretion, signage bearing its trademarks and brands at the premises of the VTC, both interior and exterior, including a sign near the abutting roadways and exterior roof signs. All signs must comply with state law, City zoning regulations and the Vancouver Municipal Code. The City consents to allow its name, trademark and branding to be incorporated into the signage at Contractor's sole discretion without charge. Contractor is authorized to create outside signage that includes only the "Vancouver Tennis Center" and the USTAPNW". Any additional names or language must be approved by the City in writing prior to permitting and installation.

H. CONSISTENT APPLICATION OF DOCUMENTS

This Agreement and its Addendums shall be interpreted and applied consistently and as a part of the entire understanding and agreement of these Parties. Any amendment of this Agreement or its Addendums shall be limited by its terms and shall not take priority over any aspect of this Agreement or Addendums except as expressly provided in the amendment. In the event either Party

issues a future purchase order, request for proposal, memorandum of work, or any other document (“Miscellaneous Documents”) relating to the obligations of one Party or the other hereunder, then the provisions of the Miscellaneous Documents shall not supersede or control any aspect of this Agreement or Addendum unless the Miscellaneous Document is first signed by both Parties.

I. RELATION OF THE PARTIES

The Contractor, including its agents and contractors, are independent contractors performing professional services for City pursuant to this Agreement, and for no other purpose, and are not employees of City. The Contractor, its employees, agents and contractors, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, its agents and contractors, shall not have the authority to bind City in any way except as may be specifically provided herein.

J. E-VERIFY

Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after the Effective Date. Contractor shall ensure all Contractor employees and agents retained under Section A 3 of this Agreement 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 reasonably with this paragraph shall be considered a material breach.

K. ACCESS TO RECORDS AND DOCUMENTS

The Contractor shall ensure that records generated from operation of VTC, including but not limited to, financial transactions and customer actions at the VTC, are maintained and retrievable pursuant to the applicable City retention period. The City shall be granted access to any such VTC records it deems necessary to satisfy oversight responsibilities and any other legal requirements, and shall be granted the right to copy any such records necessary to fulfill these obligations. The Contractor shall provide access to these records upon request in a timely manner. Notwithstanding the foregoing, the City shall use the information included within such records, including the list of VTC members and staff, solely to accomplish the City’s oversight responsibilities, and for no other purpose. In particular, the City shall not transfer the records and membership list, and the information contained therein, to any third-party who is or could be a direct competitor to Contractor unless specifically required by applicable law, nor shall the City use the records and membership list, and the information therein, to market City services or to otherwise communicate with the public or with VTC members apart from the City’s oversight responsibilities unless specifically required by applicable law. Contractor shall maintain a secondary back up system for storage of records in accordance with standard industry practice.

L. EVALUATION AND COMPLIANCE WITH THE LAW

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

M. CITY BUSINESS AND OCCUPATION LICENSE

Contractor shall be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx, or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

N. LIABILITY AND HOLD HARMLESS

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

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

O. INSURANCE

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

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

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

3. Washington Stop Gap. The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

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

5. Cyber Liability Coverage. Cyber Liability Insurance, with limits not less than one million dollars (\$1,000,000) per occurrence or claim, two million (\$2,000,000) aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of copyright, trademark, trade dress arising from electronic publishing activity, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

6. Fidelity Coverage. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Contract, Employee Dishonesty or Fidelity Bond coverages for city-owned property in the care, custody, or control of the Contractor. Coverage limits shall not be less than ten thousand (\$10,000) dollars.

7. Umbrella Liability. The Contractor shall obtain Umbrella Liability coverage at limits of not less than two million dollars (\$2,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

8. Trainers Professional Liability. The Contractor shall obtain professional liability

insurance (errors and omissions) against any and all claims for damages to person or property which may arise out of the performance of this Contract, whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. The amount of coverage provided by such insurance shall be not less than one million dollars (\$1,000,000) combined single limit.

9. Employment Security. The Contractor shall comply with all other relevant employment security laws of Washington State, and shall timely make all required payments in connection therewith.

10. Waiver of Subrogation. The City and the District shall be listed on the Certificate as the Certificate Holders. Additionally, the Contractor agrees to waive any claim for subrogation and that the Contractor's policy is primary without contribution to defense or indemnification from any additional insureds' policies. The Contractor shall execute an endorsement to their policy confirming the same.

11. Coverage Trigger. The insurance must be written on an "occurrence" basis. This must be indicated on the certificate. Except, claims-made policies shall be accepted for professional liability coverage only.

12. ACORD Form. Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form.

P. NOTICES

All notices which are given, or required to be given, pursuant to this Agreement shall be given by (a) hand delivery in which event the notice is deemed given as of the time of hand delivery, (b) mailed with postage pre-paid and correctly addressed, in which event the notice is deemed given three days after delivery to the U.S. Postal Service, (c) overnight carrier, correctly addressed, in which event notice is deemed given as of the time of physical delivery by the carrier to the Party, or (d) e-mail correctly addressed, in which event the notice is deemed given as of the time the e-mail is received by the Party, to the Parties addresses set out below or as subsequently amended following notice; that is:

If to the CITY:

Julie Hannon
City of Vancouver
415 W. 6th Street
P.O. Box 1995
Vancouver WA 98668-1995
Phone: 360.487.8309
E-mail: julie.hannon@cityofvancouver.us

If to the CONTRACTOR:

China Kirk
United States Tennis Association/Pacific Northwest
Section
9746 S.W. Nimbus Ave.
Beaverton OR 97008
Phone: 503.520.1877
E-mail: ckirk@pnw.usta.com

With a copy to:

Procurement Manager
City of Vancouver
PO Box 1995
Vancouver, WA 98668-1995
Phone: 360.487.8429
E-mail:
procurement.services@cityofvancouver.us

With a copy to:

Michael M. Ratoza
Attorney At Law
Bullivant Houser Bailey PC
888 S.W. Fifth Avenue, Ste. 300
Portland, Oregon 97204
Phone: 503.228.6351
E-mail: notices@bullivant.com

Q. AMENDMENTS

All changes to this Agreement must be made by written amendment, agreed upon by both Parties and signed by all Parties to this Agreement.

R. SCOPE OF THE AGREEMENT

This Agreement, including its Addendum, incorporates all the agreements, covenants and understandings between the Parties hereto relating to the subject matter set out herein. No other or prior agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable except to the extent included in this Agreement.

S. DISPUTE RESOLUTION

In the event there is any dispute between the Parties to this Agreement relating in any way to this Agreement, the Parties must mediate such dispute before commencement of any legal action. No party to this Agreement can bring legal action against another Party to this Agreement without first participating in mediation, unless one Party refuses to submit to mediation and legal action is brought to specifically enforce this mandatory mediation provision of this Agreement. If the Parties cannot agree upon the person to act as the mediator, then the U.S. Arbitration and Mediation Service of Portland, Oregon shall select a person to act as the mediator. The mediator shall be neutral, unbiased and impartial. The mediator's charges and expenses shall be split by the Parties on an equal basis. Each party shall be responsible for its own attorney fees and costs at mediation.

T. GOVERNING LAW/VENUE

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

U. COOPERATIVE PURCHASING

The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this

Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

V. PUBLIC DISCLOSURE COMPLIANCE

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

W. QUIET ENJOYMENT

City covenants that, as long as no event of default shall have occurred that remains uncured beyond any applicable cure period allowed by this Agreement, Contractor shall peaceably and quietly have, hold and enjoy the VTC premises during the entire term, including any extended term, of this Agreement without interruption, interference or disturbance from the City, subject to the terms and conditions of this Agreement.

X. MISCELLANEOUS

1. Waiver. No waiver by either Party of performance of any provision of this Agreement shall be deemed to be a waiver of nor prejudice such Party’s right to otherwise require performance of the same provision or any other provision.

2. Force Majeure. Whenever a period of time is prescribed in this Agreement for action to be taken by either Party, such Party shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, acts of terrorism, Laws, or any other causes of any kind whatsoever which are beyond the reasonable control of the Party.

3. Additional Miscellaneous. No remedy herein conferred upon or reserved to either Party shall be exclusive of any other remedy herein provided or provided by law, but each remedy shall be cumulative. In interpreting or construing this Agreement, it is understood that if the context so

requires, the singular pronoun shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, assumed, and implied to make the provisions hereof apply equally to corporations, partnerships, and individuals. Section headings are for convenience and shall not affect any of the provisions of this Agreement. If any provision of this Agreement or the application thereof to any person or circumstance is, at any time or to any extent, held to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law unless the invalid or unenforceable provision causes a Party to lose the material benefit of this Agreement on which it relies, in which case the Parties shall in good faith promptly negotiate and agree to a reasonable accommodation in respect thereof. All agreements (including, but not limited to, indemnification agreements) set forth in this Agreement, the full performance of which are not required prior to the expiration or earlier termination of this Agreement, shall survive the expiration or earlier termination of this Agreement and be fully enforceable thereafter.

4. Effective Date. This Agreement shall become effective (the “Effective Date”) as of the date set out immediately below.

DATED this _____ day of _____, 20__

**City of Vancouver,
a Municipal Corporation**

**United States Tennis Association/Pacific
Northwest Section**

By: _____
Eric Holmes, City Manager

By: _____

Attest:

Print Name _____
Title: _____

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

Approved as to form:

E. Bronson Potter, City Attorney

ADDENDUM A – HIGH SCHOOL HOURS

VANCOUVER SCHOOL DISTRICT USAGE OF VANCOUVER TENNIS CENTER

The Contractor agrees to provide reasonable tennis court space and time, including use of the ball machine and video system, to existing team members and coaches of the tennis teams of the following Clark County, Washington high schools: Fort Vancouver High School, Hudson’s Bay High School, Columbia River High School, and Skyview High School, and to no other schools or persons. The listed high schools shall be further referred to as the “District.” The Contractor shall not charge a fee for such services. Except as specifically required by this Agreement, the Contractor is not required to obtain specialized equipment or space outside of the VTC for such services.

The Contractor shall provide such services upon the following schedules, unless the Contractor and the District agree in writing to modify the following schedules:

A. Indoor Court Schedule – Inclement Weather for all four high schools.

BOYS PROGRAM – Practice Schedule (1 court per school per day) (August, September, October)	Monday	Tuesday	Wednesday	Thursday	Friday	Total Hrs. Per Week
District slot A	2:15pm – 3:45pm	2:15pm – 3:45pm	2:15pm – 3:45pm	2:15pm – 3:45pm	2:15pm – 4:15pm	
# of Hours	1.5	1.5	1.5	1.5	2	8
District slot B	2:15pm – 3:45pm	2:15pm – 3:45pm	2:15pm – 3:45pm	2:15pm – 3:45pm	2:15pm – 4:15pm	
# of Hours	1.5	1.5	1.5	1.5	2	8
District slot C	2:30pm – 4:00pm	2:30pm – 4:00pm	2:30pm – 4:00pm	2:30pm – 4:00pm	2:30pm – 4:30pm	
# of Hours	1.5	1.5	1.5	1.5	2	8
District slot D	2:30pm – 4:00pm	2:30pm – 4:00pm	2:30pm – 4:00pm	2:30pm – 4:00pm	2:30pm – 4:30pm	
# of Hours	1.5	1.5	1.5	1.5	2	8
					Total Hrs. Per Week	32

GIRLS PROGRAM – Practice Schedule (1 court per school per day) (February, March, April, May)	Monday	Tuesday	Wednesday	Thursday	Friday	Total Hrs. Per Week
District slot A	2:15pm – 3:45pm	2:15pm – 3:45pm	2:15pm – 3:45pm	2:15pm – 3:45pm	2:15pm – 4:15pm	
# of Hours	1.5	1.5	1.5	1.5	2	8
District slot B	2:15pm – 3:45pm	2:15pm – 3:45pm	2:15pm – 3:45pm	2:15pm – 3:45pm	2:15pm – 4:15pm	
# of Hours	1.5	1.5	1.5	1.5	2	8
District slot C	2:30pm – 4:00pm	2:30pm – 4:00pm	2:30pm – 4:00pm	2:30pm – 4:00pm	2:30pm – 4:30pm	
# of Hours	1.5	1.5	1.5	1.5	2	8
District slot D	2:30pm – 4:00pm	2:30pm – 4:00pm	2:30pm – 4:00pm	2:30pm – 4:00pm	2:30pm – 4:30pm	
# of Hours	1.5	1.5	1.5	1.5	2	8
					Total Hrs. Per Week	32

*The District shall determine which schools may need the available indoor court slots during inclement weather and will communicate that to the 3rd party vendor.

* All players advancing through to the State Tournament shall receive reasonable access to courts.

* Indoor court usage during the off-season is not available.

* District shall provide USTA PNW General Manager a minimum of 3 weeks’ notice of cancellation.

* VTC shall abide by all applicable WIAA and District rules.

B. Outdoor Court Schedule – for Fort Vancouver High School only.

BOYS PROGRAM – Practice Schedule (4 courts) (August, September, October) Fort Vancouver High School	Monday	Tuesday	Wednesday	Thursday	Friday	Total Hrs. Per Week/Per School
# of Hours	5	5	5	5	5	25
					Total Hrs. Per Week	25 per week x 4 courts = 100 total hours
GIRLS PROGRAM – Practice Schedule (4 courts)	Monday	Tuesday	Wednesday	Thursday	Friday	Total Hrs. Per Week/Per School

(February, March, April, May)						
Fort Vancouver High School	2:15pm – 7:15pm	2:15pm – 7:15pm	2:15pm – 7:15pm	2:15pm – 7:15pm	2:15pm – 7:15pm	
# of Hours	5	5	5	5	5	25
					Total Hrs. Per Week	25 per week x 4 courts = 100 total hours

BOYS/GIRLS PROGRAM – Practice Schedule (2 courts)	Monday	Tuesday	Wednesday	Thursday	Friday	Total Hrs. Per Week/Per School
(June/July)						
Fort Vancouver High School	7:00am – 9:00am	7:00am – 9:00am	7:00am – 9:00am	7:00am – 9:00am	7:00am – 9:00am	
# of Hours	2	2	2	2	2	10
					Total Hrs. Per Week	10 per week x 2 courts = 20 total hours

*Match Day schedule – 2:15 p.m. to completion

*Matches will be cancelled due to inclement weather

* VTC may request to utilize up to 6 days of pre-allocated summer court dates, for summer programs and events for the community.

Additional benefits offered by VTC:

1. Free ball machine use (subject to availability) for indoor practice times.
2. Extra court time in the morning before 7:30 a.m. or in the evening after 8:30 p.m. with the ball machine (subject to court and ball machine availability) during the season on school dates.

Facility Usage:

1. The City, and USTA/PNW will meet with the District's Athletic Director annually. Meetings shall take place no later than July 15th each year to determine the following year's schedule. For example, the July 15, 2018 meeting will determine the 2018/2019 school year schedule. The parties will negotiate in good faith to determine the appropriate VTC usage schedule for each year. In the event that the parties are not able to agree, then the schedule set out above will apply. Notwithstanding the foregoing, the above schedule will not apply, and tennis court time and use of VTC facilities will not be available, when VTC is closed due to construction, adverse weather, or other conditions.
2. Use of the VTC indoor courts will be made solely by the four named high school tennis team members and coaches for team practices and for no other person or purpose. Each high school's maximum indoor tennis court usage shall not exceed 60 practices. No other uses are allowed.
3. Use of the VTC outdoor courts shall be made solely by the Fort Vancouver High School tennis team members and coaches for team practices and for matches. An additional 160 courts hours is provided to Fort Vancouver High School for the months of June and July for its tennis team practice only. No other uses are allowed.
4. Each high school, and/or tennis team members, shall supply their own tennis equipment and balls, including practice balls and balls for the ball machine.

ADDENDUM B

STATEMENT OF WORK

Contractor shall provide the following management, maintenance, and operations services for the VTC located solely within the Premises as illustrated in Addendum E attached hereto and incorporated herein, and no other services unless first agreed to in writing by the Parties:

1. Contractor shall operate the VTC as a tennis center with associated and related services pertaining to the operation of a tennis center, including but not limited to offering tennis play time, tennis instruction, related retail sales, and including similar sports play and services. Tennis instruction shall be offered that is targeted to various age groups and ability levels.

2. Contractor shall be completely and solely responsible for the day to day maintenance and operation, cash handling, booking and court reservations; including all responsibility for all facets of the operation of VTC, for hiring and managing staff, establishing athletic programs, scheduling use of courts and facilities, setting pricing, marketing, controlling all aspects of maintenance, management and operations of VTC, programming lessons, leagues and special events, complete court reservation scheduling, cash/credit control for financial transactions related to the VTC, website management and retail sales, and ground maintenance to include snow and ice removal when necessary.

3. Contractor shall provide the court space and services to the District consistent with the provisions of Addendum A, attached hereto.

4. Contractor shall be responsible for all marketing strategy creation and ongoing implementation. Contractor shall co-brand VTC using the two partner names “Vancouver Tennis Center” and “USTA PNW.” Contractor shall be responsible for all costs and decision making of updating logo and brand, as well as expenses associated with new signage on VTC facility, banners and promotional materials.

5. Contractor shall be required to abide by all state, federal and locally applicable laws and shall obtain and maintain all business licenses and other permits required to conduct business at the facility.

6. Customer service is an integral part of the business of running the VTC. Contractor maintains a strong commitment to high quality customer service and to the success of the facility. Staff working at VTC shall be well trained and professional, including use of USTA National Campus resources.

7. Contractor shall create a routine maintenance and cleaning of grounds, buildings and restrooms/locker rooms to keep them clean, hygienic, litter free and in good operating condition. Contractor shall provide all janitorial and hardscape maintenance within the building and outdoor tennis court area and patio. Through cleaning and maintenance of the components that are the responsibility of the Contractor under this Agreement, the Contractor shall make reasonable effort to ensure the property is free from dangerous conditions.

8. The facility is managed as a community center that welcomes members and non-members, with drop in hours and rates. There shall be drop-in times and fees available for members of the public. Contractor shall also provide reasonable need-based scholarships and a process for the public to apply for scholarships. VTC programs shall be equitable, accessible and affordable through a competitively priced membership and court fee model as compared to other similar facilities in the greater Vancouver – Portland metro area.

9. Contractor shall select, obtain, implement, and maintain a fully-functional independent point of sale (POS) system to improve cash handling and reporting of sales and bookings for all operations at VTC. The Contractor shall also track tennis center activities such as, but not limited to, court fees, rentals, lessons, memberships and any retail sales or ball machine use and provide this information to the City on an annual basis.

These reservation and POS systems must meet the following basic requirements:

a. Reservations

- o Track all reservations, tournament and group, individuals and payment activity
- o Track all booking and player-specific payment activity, including groups
- o Allow online booking by customers

b. Customer Relationship Management (CRM)

- o Track customer contact information including e-mail addresses
- o Identify customer spending in detail
- o Application must maintain e-mail and short message service (SMS) functionality that may include reminders, confirmations and event invitations.

c. Point of Sale (POS)

- o Integrated with the reservation and membership software where appropriate
- o Transaction processing, including refunds, cash, credit card, split form of payment
- o Coupon/discount capability
- o Real time inventory
- o Cash out reports by cash drawer
- o End of day close out with integrated batch settlement

d. Technical Requirements

- o Contractor shall develop, administer, maintain and support all aspects of the operating system and application, and website hosting, including upgrades to support new technologies and new functional needs
- o Contractor shall setup, maintain, monitor and reply to and from e-mail and social networking
- o Application must be accessible through a web browser
- o Application must be tested and work on the following browsers: IE, Chrome, Fire Fox, Safari, and Edge.
- o Application should be both mobile web compatible, and a mobile web application
- o Application must be PCI compliant, with evidence provided to City.

ADDENDUM C

LIST OF CITY'S CURRENT IMPROVEMENTS

The City shall undertake the following capital improvements, equal to at least \$700,000 to the VTC at its sole cost as part of its obligation of Current Improvements:

1. Repair existing roof defects and ensure that the new roof over the tennis courts is structurally sound and weather proof.
2. Fill all current wall gaps between concrete panels and structural supports.
3. Seal all doors to ensure that they are weather tight.

ADDENDUM D

LEASE AGREEMENT

&

LEASE ADDENDUM ADDING 60 DAY NOTICE LANGUAGE FOR
DISTRICT RECAPTURE OF VTC

To be added.

ADDENDUM E

MAP OF LOCATION OF PREMISES



Note: The VTC and Premises are located within the red dotted area illustrated above.

STAFF REPORT NO. 021-18

TO: Mayor and City Council
FROM: Eric Holmes, City Manager

DATE: 2/12/2018



Subject: Approve agreement for Waterfront Plaza cost reimbursement

Key Points:

- The construction of the plaza leading to the pier at the Waterfront Park is being undertaken by the City.
- Columbia Waterfront LLC (CWLLC) is benefitting as this plaza also fronts two of its buildings.
- CWLLC is reimbursing the city certain costs

Objective: Receive reimbursement of certain construction costs.

Present Situation: The City is constructing the Waterfront Park and plaza. The plaza is an area that fronts both the park and two buildings owned by CWLLC. CWLLC and the City have agreed on the costs of the plaza construction for which CWLLC will reimburse the City.

Advantage(s): The City recovers approximately one million dollars of construction costs. (\$1,049,271)

Disadvantage(s): None

Budget Impact: None

Prior Council Review: None. The receipt of this reimbursement was anticipated when the budget for the project was developed and the contract approved. Sufficient budget has been included in the 2018 Capital budget for the project.

Action Requested: Approve agreement for development of Waterfront Plaza and authorize the City Manager or his designee to execute related documents.

Attachment(s): Agreement Between the City of Vancouver and CWLLC for the Development of Plaza



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

**AGREEMENT BETWEEN THE CITY
OF VANCOUVER AND
COLUMBIA WATERFRONT
LLC FOR THE
DEVELOPMENT OF PLAZA**

This Agreement is made and entered into between the City of Vancouver, a municipal corporation of the State of Washington ("City"), and Columbia Waterfront LLC, a Washington limited liability company ("Columbia"), to provide for the development of the plaza adjacent to the Waterfront Park and between block 9 and blocks 12 and related utilities ("Plaza"), as illustrated in Exhibit A. The City and Columbia are each referred to as a "Party" and collectively as the "Parties."

WHEREAS, on August 23, 2013, the City and Columbia entered into a development agreement for the development of what is commonly referred to as the Waterfront Development Project ("WDP"); and

WHEREAS, Columbia is the owner of property on which a portion of the Plaza is to be installed; and

WHEREAS, the Development Agreement outlines the boundaries of the public and private spaces; and

WHEREAS, the Waterfront Park, will be constructed in two phases, the first phase (Phase One Project) is the installation of certain park amenities such as the pier, structural walls and shoreline stabilization and the Plaza and planters more particularly described in the bids documents entitled "Waterfront Park-Grant Street Pier" Bid no.16-1 and the second phase (Phase Two Project) shall be construction of the remainder of the Waterfront Park, including structural walls, shoreline stabilization, the festival lawn, play area, cantilever overlook, all plantings and a finished regional trail;

WHEREAS, the City and Columbia each have an interest in facilitating the development of the completion of the Waterfront Park which will be a City-owned public park; and

WHEREAS, Columbia is willing to compensate the City for certain expenses the City incurs for the installation of and construction for the finished product of the privately-owned portion of the Plaza within the Phase One Project as set forth in this Agreement;

NOW, THEREFORE, THE CITY AND COLUMBIA AGREE AS FOLLOWS:

SECTION 1. PURPOSE. The purpose of this Agreement is to set forth the

respective duties and obligations of the City and Columbia with respect to the construction of the plaza as a part of the Phase One Project.

SECTION 2. TERM. The term of this Agreement is from the date it is fully executed until the plaza portion of the Phase One Project, all transfers and all payments called for in this Agreement are complete.

SECTION 3. ADMINISTRATION. The City shall be responsible for administering the undertaking described herein with respect to the Plaza. The administrator of this Agreement shall be Julie Hannon, Director of Parks and Recreation. The City shall be responsible for contracting for the work described in Section 4. Columbia shall designate one project manager to participate in the Phase One Project Team for the Plaza portion of the Phase One Project. Contact information for each Phase One Project manager is provided in Section 24.

SECTION 4. PROCUREMENT. The City issued a bid and awarded a contract for the construction of the Phase One Project which includes the plaza area, which is located on both privately-owned and publically-owned land. The City awarded Contract #85264 to Rotschy Inc. on July 5, 2016 for the construction of the Phase One Project.

SECTION 5. SCOPE OF SERVICES. The City shall cause the Plaza to be constructed and installed pursuant to Contract #85264. The City will provide survey, construction management and inspection services for the Phase One Project.

SECTION 6. COST OF SERVICE. Columbia will pay City the sums set forth in Exhibit B designated by the column "Gramor Share" for the construction of the privately owned portion of the Plaza within the Phase One Project.

In addition, Columbia will pay the City for any overruns or additional costs due to unforeseen conditions on the property owned by Columbia, as more fully addressed in Section 9. After the first invoice, which will include any costs prior to the signing of this agreement, the City will provide Columbia with a monthly invoice and documentation evidencing the right to payment. Columbia will review invoices within five (5) business days of receipt. Payment of approved items will be due within thirty (30) days of the Columbia's receipt of the invoice. If a dispute exists as to any item, the Parties shall utilize the dispute resolution process set forth herein. Notwithstanding the foregoing, Columbia shall pay the City the sum of Seventy Thousand dollars (\$70,000.00) for survey, construction engineering and inspection regardless of the amount specified in Attachment A. Said amount is a fixed price and is not subject to increase or reduction. The City will include charges for surveys, construction engineering and inspection in the invoices based upon project progress, such that this is pro-rated with each invoice.

SECTION 7. POSSESSION; ACCESS; USE. Columbia hereby grants the City such access to Columbia's property as is necessary to perform the work to complete the Plaza portion of the Phase One Project by the date set forth in the construction schedule, subject to

any change orders to that construction schedule. In order to best facilitate the construction of each parties projects, the parties agree to use best efforts cooperate and coordinate their activities including:

- Columbia has started construction of the buildings in Blocks 9 and 12;
- Columbia shall complete the construction of the exterior walls and interface with the plaza of the buildings in Blocks 9 and 12 by no later than December 31, 2017; and
- City shall complete the Plaza construction by June 15, 2018.

Subject to Section 11 of this Agreement, in the event that a party fails to meet the target dates noted in this section and thereby causes a delay to the construction of buildings or the park, the party causing the delay shall be responsible to the other party for any delay damages or penalties caused by such failure.

SECTION 8. PERMITS. Prior to construction of the Phase One Project, the City will obtain the permits, approvals, and authorities for the Phase One Project.

SECTION 9. CHANGE ORDERS.

Section 9.1 Phase One Project Team Meetings. The Phase One Project Team shall meet, including by teleconference as appropriate under the circumstances as the Team may agree to in writing, to keep the Team apprised of the progress of the Phase One Project and to coordinate the performance of the Phase One Project in a manner so as to minimize, to the extent reasonably possible, disruptions or delay in the completion of the Phase One Project pursuant to the Phase One Project's schedule and the other terms and conditions of this Agreement. Such coordination should include coordinated scheduling (including the review and recommendations for modifications thereof) of the timing and location of the applicable activities to be performed.

Section 9.2 General Change Order Process. When the need for a change order arises that affects (i) the overall Phase One Project schedule by more than seven days or (ii) the amounts payable by Columbia, including but not limited to a change in costs for items listed on Attachment A, the following procedures will be followed:

a. Change Orders before \$10,000.00 aggregate limit is reached. The City construction manager will negotiate the change order and will inform the City and Columbia of the details regarding the need and cost. The City construction manager may authorize the change order(s) without the Columbia's approval. This \$10,000 means change orders in the aggregate during the life of the Phase One Project that are chargeable to Columbia and are \$10,000 or less.

b. Change Orders after \$10,000.00 aggregate limit is reached. Once the aggregate limit of \$10,000.00 is exceeded, the following process will be utilized. For change orders to items that are chargeable to Columbia, that are under \$2,500.00, the City construction

manager will negotiate the change order and will inform Columbia of the details regarding the need and cost. The City construction manager may authorize the change order without Columbia's approval. For change orders that are chargeable to Columbia and are \$2,500.00 or more but less than \$30,000.00, the City construction manager will attempt to contact Columbia Phase One Project managers to discuss the need and cost and obtain their approval for the change order. The Phase One Project will not be halted. For change orders that are chargeable to Columbia and are \$30,000.00 or more, the Phase Two Project or portions of the Phase One Project may be halted and the City construction manager will obtain the approval of Columbia for the change order. It is expected that Columbia will respond within a twenty four hour period of contact in order to minimize contract delay costs.

c. Failure to Agree on Change Order. If the Parties fail to agree on a change order under clauses (a) or (b) above, then such matter shall be resolved pursuant to Sections 9.4 and 17. The payment for change orders is in addition to the payment called for in Section 6.

Section 9.3 Unforeseen Circumstances. Notwithstanding anything to the contrary above, in the event that unforeseen conditions on the property owned by Columbia require a change order (including but not limited to discovery of soil/groundwater contamination or archeological artifacts, underground obstructions, and unstable ground in the subsurface), arises, the responsibility for any delay or increased costs shall be determined by change order pursuant to the terms of this Agreement.

Section 9.4 Dispute Resolution. If the Phase One Project Team is unable to reach agreement with respect to the proposed change order within ten (10) business days after meeting to discuss the proposed change order, then the request shall be a dispute to be resolved in accordance with the dispute resolution provisions of Section 17.

SECTION 10. CONTAMINATED MATERIALS.

Section 10.1 Definitions. As used herein, "contamination" is defined to include (1) hazardous wastes, hazardous materials, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including, but not limited to, substances deemed as "hazardous wastes," "hazardous materials," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9601 et seq.; the Toxic Substance Control Act ("TSCA"), 15 U.S.C. § 2601 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 9601, et seq.; the Clean Water Act ("CWA"), 33 U.S.C. § 1251 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300 et seq.; the Clean Air Act ("CAA"), 42 U.S.C. § 7401 et seq.; and in any rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to, the preceding

laws or any other federal, state or local laws, regulations, rules or ordinances now in effect relating to environmental matters; and (2)(A) petroleum, (B) refined petroleum products, (C) waste oil, (D) waste aviation or motor vehicle fuel, (E) asbestos, (F) lead in water, paint or elsewhere, (G) radon, (H) polychlorinated biphenyls (PCB's), and (I) ureaformaldehyde. The laws governing the contamination are hereinafter collectively referred to as the "Environmental Laws."

Section 10.2 Reporting and Investigation. If contamination is discovered on property owned by Columbia, the City shall notify Columbia. To the extent required by Environmental Laws or Phase One Project permits or approvals, the City shall notify local, state or federal agencies of any contamination discovered during the Phase One Project but shall first provide Columbia with thirty (30) days to address the issue and make the required reporting. The Parties agree that the City will have no obligation to investigate any aspect, including the nature and extent, of contamination it discovers or to remove contaminated materials beyond the limits of the Phase One Project area. The owner of the property where the contamination is discovered shall have responsibility for the investigation, removal and disposal of the materials associated with the contamination to the extent required by and in accordance with the Environmental Laws.

Section 10.3 Placement of Contaminated Materials. Contaminated materials excavated during the Phase One Project shall be stockpiled on the property where they were discovered (the "Source Property") to the extent required by and in accordance with the specifications set forth Plans and Specifications for the Phase One Project as modified by addendum and change orders and in accordance with all Environmental Laws. The Parties agree that such specifications are intended and expected to prevent a release of contamination. Stockpiled materials will be the responsibility of the owner of the property from which the materials were excavated.

Section 10.4 Disposal of Contaminated Water. Where encountered, contaminated water will be removed and disposed of to the extent required by and in accordance with the Environmental Laws. The owner of the property where the contaminated water is located shall perform the work and bear all costs associated with the removal, management, storage and disposal of the contaminated water to the extent required by the Environmental Laws.

Section 10.5 Asbestos Containing Materials. Where encountered, Asbestos Containing Materials ("ACM") will be removed, remediated, and disposed of to the extent required by and in accordance with the Environmental Laws. The owner of the property where the ACM is located shall bear all costs associated with the removal, remediation, and disposal of ACM to the extent required by and in accordance with the Environmental Laws.

Section 10.6 No Waiver of Claims; No Assumption of Liabilities. Notwithstanding any provision herein, the Parties do not waive any claims, rights, or defenses against a prior owner, occupant or otherwise responsible party for contamination located outside the SST area. Further, the Parties' agreement to pay for costs associated with contaminated materials within

the SSI area under the terms of this Agreement shall in no way be an admission of liability or assumption of responsibility for claims associated with contamination on or under the properties associated with the Phase One Project. Any third party claims, including claims by the state, federal or local government, shall be defended and paid for by the Party responsible for the contamination under the Environmental Laws.

SECTION 11. DELAYS. Neither party shall assert any claim against the other for project delays caused where the delay is due to unknown utilities, including but not limited to abandoned utilities, or other obstructions unknown to the party as of the date of the issuance of the bid award although any such delays shall be addressed by change order. "Other obstructions" shall include but not be limited to discovery of soil/groundwater contamination or archeological materials or human remains, underground obstructions, and unstable ground in the subsurface.

SECTION 12. DISCOVERY OF ARCHEOLOGICAL MATERIALS OR HUMAN REMAINS. If archeological materials or remains are discovered, the property owner shall report the discovery and work cooperatively with the appropriate local, state, and/or federal agencies to comply with all lawful obligations associated with the discovery and protection of such materials. Further, the Parties shall work cooperatively to resume the work as expeditiously as possible following the discovery. The owner of the property where the archeological materials or remains are found shall be liable for any costs, including but not limited to attorney and consultant fees and Phase Two Project oversight, it incurs to comply with applicable legal requirements associated with the discovery of archeological materials or human remains.

SECTION 13. HOLD HARMLESS/INDEMNIFICATION.

Section 13.1 City Responsibility. The City agrees to indemnify, defend through reasonable acceptable legal counsel, save and hold harmless Columbia, its members, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of the terms and conditions of this Agreement by the City. This indemnity and hold harmless shall include any claim made against the Columbia by an employee of the City or subcontractors or agents of the City, even if the City is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW.

Section 13.2 Columbia Responsibility. Columbia agrees to indemnify, defend through reasonable acceptable legal counsel, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of the terms and conditions of this Agreement by Columbia. This indemnity and hold harmless shall include any claim made against the City by an employee of Columbia or

subcontractor or agent of Columbia even if Columbia is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW.

Section 13.3. Acknowledgment. The Parties specifically acknowledge that the provisions contained in this Section have been mutually negotiated by them.

SECTION 14. DEFAULT. Time is of the essence hereof. A Party shall be in default if either Party shall fail to perform or comply with any other term or condition of this Agreement, and if the non-performance shall continue for a period of thirty (30) days after notice of non-performance given by the non-defaulting Party to the defaulting Party or, if the performance cannot be reasonably accomplished within the thirty (30) day period, the defaulting party shall not in good faith have commenced performance within the thirty (30) day period and shall not diligently proceed to completion of performance within a reasonable time thereafter. In the event of such default, the non-defaulting Party shall have all rights and remedies allowed by law, including the right to immediately terminate this Agreement by written notice. Waiver or acceptance of any default of the terms of this Agreement by either Party shall not operate as a release of the other Party's responsibility for any prior or subsequent default.

SECTION 15. DISPUTE RESOLUTION.

Section 15.1. Resolution by Agreement. Columbia and the City must use reasonable commercial efforts to resolve any dispute arising out of or in connection with this Agreement, including any question regarding its enforcement, interpretation, validity, or termination ("Dispute"). If a Dispute arises, either Party may give to other Party a written notice ("Dispute Notice") specifying the Dispute, after which the Parties must consult and negotiate with each other. In the event of a Dispute and after the receipt of a Dispute Notice, the Phase One Project Team shall confer and work to resolve the Dispute as required herein. In the event that the Dispute is not resolved by the Phase One Project Team, Columbia's chief executive officer and the City manager shall confer and work to resolve the Dispute.

Section 15.2 Resolution by Mediation. Unless otherwise mandated by the laws of the state of Washington, if a dispute arises from or relates to this Agreement, including any agreement or documents delivered pursuant to the terms hereof, or the breach thereof and if the dispute cannot be settled through direct discussions as provided in Section 17.1, the Parties agree to endeavor first to settle the dispute by mediation.

SECTION 16. REMEDIES. Neither Party will be liable to the other or the other Party's officials, employees and agents under or in connection with this Agreement or under any cause of action relating to the subject matter of this Agreement, whether in contract, tort, strict liability, indemnity, contribution or otherwise, for or in relation to: (i) loss of use of property which has not been physically lost, damaged or destroyed; (ii) loss of profits; or (iii) consequential or indirect damages, however arising and despite any knowledge, awareness, expectation, representation, reliance or dependency on the part of either Party at the time of

entry into this Agreement, under or in connection with it.

SECTION 17. ENTIRE AGREEMENT AND EFFECT OF AGREEMENT. This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned therein, and no other agreements shall be effective to the contrary.

SECTION 18. RECITALS AND ATTACHMENTS. The recitals above and attachments hereto are hereby incorporated into the Agreement and shall be binding as terms of this Agreement.

SECTION 19. AMENDMENT. The provisions of this Agreement may be amended with the mutual consent of the Parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both Parties.

SECTION 20. RATIFICATION. Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

SECTION 21. SURVIVAL. All indemnifications provided for herein shall survive the expiration, termination, or other ending, whether natural or otherwise, of this Agreement.

SECTION 22. NOTICES. All notices hereunder may be delivered by hand, faxed, or mailed. If mailed, they shall be sent by certified or registered mail to the addresses set forth below or to such other address as either Party hereto may hereafter from time to time designate in writing.

To Columbia:

Mr. Barry A. Cain
c/o Gramor Development, Inc.
19767 SW 72nd Ave., Suite 100
Tualatin, Oregon 97062-8352 barry@gramor.com

With a copy to:
Matt Grady matt@gramor.com

With a copy to:
Randall B. Bateman, Esq. Bateman Seidel
888 SW 5111 Avenue, Suite 1250
Portland, Oregon 97204
rbateman@batemanseidel.com

To the City:

Eric Holmes, Manager City of Vancouver
Eric.holmes@cityofvancouver.us

Julie Hannon, Project Administrator
Julie.Hannon@cityofvancouver.us

Charles Fell, Project Manager:
Charles.Fell@cityofvancouver.us

IN WITNESS WHEREOF, Columbia and City have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the ____ day of _____, 2017.

CITY:

CITY OF VANCOUVER, a Washington
municipal corporation

By: _____
Eric Holmes, City Manager

Approved as to form:

E. Bronson Potter, City Attorney

Attest:

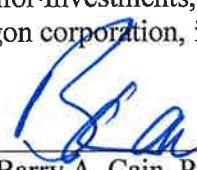
Natasha Ramras, City Clerk

DEVELOPER:

COLUMBIA WATERFRONT LLC, a
Washington limited liability company

By: Gramor Columbia Waterfront LLC, a
Washington limited liability company, its
Manager

By: Gramor Investments, Inc., an
Oregon corporation, its Manager

By: _____
Barry A. Cain, President

(3) 2" SCHEDULE 40 UTILITY SLEEVES



City and Columbia Waterfront LLC Break out of Bid Items

Bid Item	Bid Item Description	BID RESULTS				CITY SHARE				GRAMOR SHARE			
		Quantity	Unit	Unit Cost	Total Cost	Quantity	Unit	Unit Cost	Total Cost	Quantity	Unit	Unit Cost	Total Cost
1	Shoreline Surveying	1	Lump Sum	\$ 5,500.00	\$ 5,500.00	1	Lump Sum	\$ 5,500.00	5500	0	Lump Sum	\$ 5,500.00	\$0.00
2	Inwater Surveying	1	Lump Sum	\$ 11,000.00	\$ 11,000.00	1	Lump Sum	\$ 11,000.00	11000	0	Lump Sum	\$ 11,000.00	\$0.00
3	SPCC Plan	1	Lump Sum	\$ 1,100.00	\$ 1,100.00	93%	Lump Sum	\$ 1,100.00	1015.2	7%	Lump Sum	\$ 1,100.00	\$74.80
4	Mobilization	1	Lump Sum	\$ 901,610.00	\$ 901,610.00	93%	Lump Sum	\$ 901,610.00	840300.52	7%	Lump Sum	\$ 901,610.00	\$61,309.48
5	Project Temporary Traffic Control	1	Lump Sum	\$ 6,000.00	\$ 6,000.00	93%	Lump Sum	\$ 6,000.00	5592	7%	Lump Sum	\$ 6,000.00	\$408.00
6	Clearing and Grubbing	1	Lump Sum	\$ 18,000.00	\$ 18,000.00	1	Lump Sum	\$ 18,000.00	18000	0	Lump Sum	\$ 18,000.00	\$0.00
7	Removal of Structures and Obstructions	1	Lump Sum	\$ 230,000.00	\$ 230,000.00	1	Lump Sum	\$ 230,000.00	230000	0	Lump Sum	\$ 230,000.00	\$0.00
8	Embankment Compaction	3800	CY	\$ 1.00	\$ 3,800.00	3750	CY	\$ 1.00	3750	50	CY	\$ 1.00	\$50.00
9	Roadway Excavation Incl. Haul	500	CY	\$ 14.00	\$ 7,000.00	380	CY	\$ 14.00	5320	120	CY	\$ 14.00	\$1,680.00
10	Common Borrow, Incl Haul	3800	CY	\$ 5.00	\$ 19,000.00	3750	CY	\$ 5.00	18750	50	CY	\$ 5.00	\$250.00
11	Structure Excavation Class B Incl. Haul	555	CY	\$ 26.00	\$ 14,430.00	555	CY	\$ 26.00	14430	0	CY	\$ 26.00	\$0.00
12	Structure Excavation Class A Incl. Haul	6200	CY	\$ 14.00	\$ 86,800.00	6200	CY	\$ 14.00	86800	0	CY	\$ 14.00	\$0.00
13	Shoring or Extra Excavation CL A	1	LS	\$ 313,000.00	\$ 313,000.00	1	LS	\$ 313,000.00	313000	0	LS	\$ 313,000.00	\$0.00
14	Control Density Fill	30	CY	\$ 113.00	\$ 3,390.00	30	CY	\$ 113.00	3390	0	CY	\$ 113.00	\$0.00
15	Construction Geotextile for Separation	424	SY	\$ 2.00	\$ 848.00	424	SY	\$ 2.00	848	0	SY	\$ 2.00	\$0.00
16	Conc. Class 4000 for Retaining Walls	32	CY	\$ 2,435.00	\$ 77,920.00	32	CY	\$ 2,435.00	77920	0	CY	\$ 2,435.00	\$0.00
17	Conc. Class 4000 for Foundations	2156	CY	\$ 298.00	\$ 642,488.00	2156	CY	\$ 298.00	642488	0	CY	\$ 298.00	\$0.00
18	St. Relif. Bar	539,115	LB	\$ 0.80	\$ 431,292.00	539115	LB	\$ 0.80	431292	0	LB	\$ 0.80	\$0.00
19	Gravel Backfill for Foundation Class A	30	CY	\$ 60.00	\$ 1,800.00	30	CY	\$ 60.00	1800	0	CY	\$ 60.00	\$0.00
20	Gravel Backfill for Wall	271	CY	\$ 46.00	\$ 12,466.00	271	CY	\$ 46.00	12466	0	CY	\$ 46.00	\$0.00
21	Cofferdam Backfill	1	Lump Sum	\$ 150,000.00	\$ 150,000.00	1	Lump Sum	\$ 150,000.00	150000	0	Lump Sum	\$ 150,000.00	\$0.00
22	Structural Carbon Steel	1	Lump Sum	\$ 181,650.00	\$ 181,650.00	1	Lump Sum	\$ 181,650.00	181650	0	Lump Sum	\$ 181,650.00	\$0.00
23	Structural Low Alloy Steel	1	Lump Sum	\$ 193,000.00	\$ 193,000.00	1	Lump Sum	\$ 193,000.00	193000	0	Lump Sum	\$ 193,000.00	\$0.00
24	Structural High Strength Steel	1	Lump Sum	\$ 412,370.00	\$ 412,370.00	1	Lump Sum	\$ 412,370.00	412370	0	Lump Sum	\$ 412,370.00	\$0.00
25	Timber and Lumber (ACZA Treated)	9.3	MBM	\$ 28,700.00	\$ 266,910.00	9.3	MBM	\$ 28,700.00	266910	0	MBM	\$ 28,700.00	\$0.00
26	Micropile	11	EA	\$ 15,000.00	\$ 165,000.00	11	EA	\$ 15,000.00	165000	0	EA	\$ 15,000.00	\$0.00
27	Micropile Verification Load Testing	1	EA	\$ 40,000.00	\$ 40,000.00	1	EA	\$ 40,000.00	40000	0	EA	\$ 40,000.00	\$0.00
28	Micropile Proof Load Testing	3	EA	\$ 1,200.00	\$ 3,600.00	3	EA	\$ 1,200.00	3600	0	EA	\$ 1,200.00	\$0.00
29	Furnishing Pile Driving equipment	1	Lump Sum	\$ 2,200.00	\$ 2,200.00	1	Lump Sum	\$ 2,200.00	2200	0	Lump Sum	\$ 2,200.00	\$0.00
30	Removing Sheet Pile Obstructions	1	EST	\$ 10,000.00	\$ 10,000.00	1	EST	\$ 10,000.00	10000	0	EST	\$ 10,000.00	\$0.00
31	Extract and Re-Drive St. Sheet Piling	1	EA	\$ 1,100.00	\$ 1,100.00	1	EA	\$ 1,100.00	1100	0	EA	\$ 1,100.00	\$0.00
32	Protection and Inspection of Stormwater Facilities	1	LS	\$ 1,300.00	\$ 1,300.00	1	LS	\$ 1,300.00	1300	0	LS	\$ 1,300.00	\$0.00
33	Metal handrails	36	LF	\$ 146.00	\$ 5,256.00	36	LF	\$ 146.00	5256	0	LF	\$ 146.00	\$0.00
34	Guardrail Type A	335	LF	\$ 281.00	\$ 94,135.00	335	LF	\$ 281.00	94135	0	LF	\$ 281.00	\$0.00
35	Guardrail Type B	475	LF	\$ 443.00	\$ 210,425.00	475	LF	\$ 443.00	210425	0	LF	\$ 443.00	\$0.00
36	Structural Earth Wall - Gabion Faced	4030	SF	\$ 21.50	\$ 86,645.00	4030	SF	\$ 21.50	86645	0	SF	\$ 21.50	\$0.00
37	Gravel Borrow for Structural Earth Wall Incl. Haul	3300	CY	\$ 20.00	\$ 66,000.00	3300	CY	\$ 20.00	66000	0	CY	\$ 20.00	\$0.00
38	Permanent Ground Anchor	36	EA	\$ 13,266.00	\$ 477,576.00	36	EA	\$ 13,266.00	477576	0	EA	\$ 13,266.00	\$0.00
39	Permanent Ground Anchor Performance Test	3	EA	\$ 5,500.00	\$ 16,500.00	3	EA	\$ 5,500.00	16500	0	EA	\$ 5,500.00	\$0.00
40	Permanent Ground Anchor Verification Test	1	Lump Sum	\$ 28,000.00	\$ 28,000.00	1	Lump Sum	\$ 28,000.00	28000	0	Lump Sum	\$ 28,000.00	\$0.00
41	Soil Excavation for Shaft Incl Haul	1928	CY	\$ 218.00	\$ 420,304.00	1928	CY	\$ 218.00	420304	0	CY	\$ 218.00	\$0.00
42	Furnishing & Placing Temp. Casing for 5' Dia. Shaft	2652	LF	\$ 41.00	\$ 108,732.00	2652	LF	\$ 41.00	108732	0	LF	\$ 41.00	\$0.00
43	Conc. Class 4000P for shaft	1928	EA	\$ 186.00	\$ 358,608.00	1928	EA	\$ 186.00	358608	0	EA	\$ 186.00	\$0.00
44	St. Relif. Bar for Shaft	1,213,067	LB	\$ 0.70	\$ 849,146.90	1,213,067	LB	\$ 0.70	849146.9	0	LB	\$ 0.70	\$0.00
45	CSL Access Tube	12686	LF	\$ 1.50	\$ 19,029.00	12686	LF	\$ 1.50	19029	0	LF	\$ 1.50	\$0.00
46	CSL Test	27	EA	\$ 1,100.00	\$ 29,700.00	27	EA	\$ 1,100.00	29700	0	EA	\$ 1,100.00	\$0.00
47	Rotasonic Drilling	2	EA	\$ 20,000.00	\$ 40,000.00	2	EA	\$ 20,000.00	40000	0	EA	\$ 20,000.00	\$0.00
48	Removing Shaft Obstructions	1	EST	\$ 10,000.00	\$ 10,000.00	1	EST	\$ 10,000.00	10000	0	EST	\$ 10,000.00	\$0.00
49	Underdrain Pile 4 IN. Diameter	475	EA	\$ 3.25	\$ 1,543.75	475	EA	\$ 3.25	1543.75	0	EA	\$ 3.25	\$0.00
50	Gravel Backfill for Drain	25	CY	\$ 55.00	\$ 1,375.00	25	CY	\$ 55.00	1375	0	CY	\$ 55.00	\$0.00
51	PVC Drain Basin With Dome Grade 24"	2	EA	\$ 1,400.00	\$ 2,800.00	0%	EA	\$ 1,400.00	0	2	EA	\$ 1,400.00	\$2,800.00
52	PVC Drain Basin With Dome Grade 12"	1	EA	\$ 1,100.00	\$ 1,100.00	1	EA	\$ 1,100.00	1100	0	EA	\$ 1,100.00	\$0.00
53	PVC Drain Basin With Dome Grade 8"	15	EA	\$ 650.00	\$ 9,750.00	14	EA	\$ 650.00	9100	1	EA	\$ 650.00	\$650.00
54	Stormwater Outfall	7	EA	\$ 375.00	\$ 2,625.00	7	EA	\$ 375.00	2625	0	EA	\$ 375.00	\$0.00
55	6-inch Storm Sewer Lateral	860	LF	\$ 19.75	\$ 16,985.00	761	LF	\$ 19.75	15029.75	99	LF	\$ 19.75	\$1,955.25

EXHIBIT B

City and Columbia Waterfront LLC Break out of Bid items

Bid Item	Bid Item Description	BID RESULTS				CITY SHARE				GRAMOR SHARE			
		Quantity	Unit	Unit Cost	Total Cost	Quantity	Unit	Unit Cost	Total Cost	Quantity	Unit	Unit Cost	Total Cost
56	Trench Safety System	215	LF	\$ 4.30	\$ 924.50	215	LF	\$ 4.30	\$ 924.50	0	LF	\$ 4.30	\$ 0.00
57	Sewer Cleanout (Storm Sewer)	1	EA	\$ 230.00	\$ 230.00	1	EA	\$ 230.00	\$ 230.00	0	EA	\$ 230.00	\$ 0.00
58	Erosion Control and Water Pollution Prevention	1	LS	\$ 20,000.00	\$ 20,000.00	99%	LS	\$ 20,000.00	\$ 19,800.00	7%	LS	\$ 20,000.00	\$ 1,400.00
59	Bedding Stone	215	TON	\$ 37.00	\$ 7,955.00	215	TON	\$ 37.00	\$ 7,955.00	0	TON	\$ 37.00	\$ 0.00
60	Armor Stone	675	TON	\$ 85.00	\$ 57,375.00	675	TON	\$ 85.00	\$ 57,375.00	0	TON	\$ 85.00	\$ 0.00
61	Conduit Pipe 2 IN. Diam.	825	LF	\$ 6.00	\$ 4,950.00	705	LF	\$ 6.00	\$ 4,230.00	120	LF	\$ 6.00	\$ 720.00
62	Electrical and Illumination System	1	Lump Sum	\$ 41,256.00	\$ 41,256.00	95%	Lump Sum	\$ 41,256.00	\$ 39,193.20	5%	Lump Sum	\$ 41,256.00	\$ 2,062.80
63	Contaminated Management Plan	1	Lump Sum	\$ 1,600.00	\$ 1,600.00	1	Lump Sum	\$ 1,600.00	\$ 1,600.00	0	Lump Sum	\$ 1,600.00	\$ 0.00
64	Contaminated Media Health and Safety Plan	1	Lump Sum	\$ 1,600.00	\$ 1,600.00	1	Lump Sum	\$ 1,600.00	\$ 1,600.00	0	Lump Sum	\$ 1,600.00	\$ 0.00
65	Contaminated Media	1	EST	\$ 20,000.00	\$ 20,000.00	1	EST	\$ 20,000.00	\$ 20,000.00	0	EST	\$ 20,000.00	\$ 0.00
66	Equipment and Personal Decontamination	1	EST	\$ 5,000.00	\$ 5,000.00	1	EST	\$ 5,000.00	\$ 5,000.00	0	EST	\$ 5,000.00	\$ 0.00
67	Contaminated Groundwater and Dewatering	1	EST	\$ 20,000.00	\$ 20,000.00	1	EST	\$ 20,000.00	\$ 20,000.00	0	EST	\$ 20,000.00	\$ 0.00
68	Furnishing Type Vancouver Bench	5	EA	\$ 1,950.00	\$ 9,750.00	5	EA	\$ 1,950.00	\$ 9,750.00	0	EA	\$ 1,950.00	\$ 0.00
69	Furnishing Type Custom Bench on Pier	4	EA	\$ 5,550.00	\$ 22,200.00	4	EA	\$ 5,550.00	\$ 22,200.00	0	EA	\$ 5,550.00	\$ 0.00
70	Furnishings Type Planter Bench at Plaza	4	EA	\$ 30,900.00	\$ 123,600.00	1	EA	\$ 30,900.00	\$ 30,900.00	2	EA	\$ 30,900.00	\$ 61,800.00
71	Furnishing Type Bench at Plaza (Around Back Slay)	1	EA	\$ 44,400.00	\$ 44,400.00	1	EA	\$ 44,400.00	\$ 44,400.00	0	EA	\$ 44,400.00	\$ 0.00
72	Furnishing Type Timber Lounging Steps	1	EA	\$ 43,000.00	\$ 43,000.00	1	EA	\$ 43,000.00	\$ 43,000.00	0	EA	\$ 43,000.00	\$ 0.00
73	Furnishing Type Removable Utility Cover	5	EA	\$ 533.00	\$ 2,665.00	5	EA	\$ 533.00	\$ 2,665.00	0	EA	\$ 533.00	\$ 0.00
74	Furnishing Type Slot Drain	309	SF	\$ 125.00	\$ 38,625.00	228	SF	\$ 125.00	\$ 28,500.00	81	SF	\$ 125.00	\$ 10,125.00
75	Furnishing Type Slot Drain Catch Basin	5	EA	\$ 830.00	\$ 4,150.00	4	EA	\$ 830.00	\$ 3,320.00	1	EA	\$ 830.00	\$ 830.00
76	Plaza walls	1	Lump Sum	\$ 226,000.00	\$ 226,000.00	1	Lump Sum	\$ 226,000.00	\$ 226,000.00	0	Lump Sum	\$ 226,000.00	\$ 0.00
77	Plaza Stairs	1	Lump Sum	\$ 27,900.00	\$ 27,900.00	1	Lump Sum	\$ 27,900.00	\$ 27,900.00	0	Lump Sum	\$ 27,900.00	\$ 0.00
78	Custom Art Sculpture Base	1	Lump Sum	\$ 4,200.00	\$ 4,200.00	1	Lump Sum	\$ 4,200.00	\$ 4,200.00	0	Lump Sum	\$ 4,200.00	\$ 0.00
79	Grant Street Pier Superstructure	1	Lump Sum	\$ 1,720,665.00	\$ 1,720,665.00	1	Lump Sum	\$ 1,720,665.00	\$ 1,720,665.00	0	Lump Sum	\$ 1,720,665.00	\$ 0.00
80	Tuned Mass Damper	4	Lump Sum	\$ 91,100.00	\$ 364,400.00	4	Lump Sum	\$ 91,100.00	\$ 364,400.00	0	Lump Sum	\$ 91,100.00	\$ 0.00
81	Architectural Lighting Fixtures	1	Lump Sum	\$ 347,814.00	\$ 347,814.00	95%	Lump Sum	\$ 347,814.00	\$ 330,423.30	5%	Lump Sum	\$ 347,814.00	\$ 17,390.70
82	Concrete Paving Type paving on Grade	4450	SF	\$ 20.00	\$ 89,000.00	4450	SF	\$ 20.00	\$ 89,000.00	0	SF	\$ 20.00	\$ 0.00
83	Concrete Paving Type Paving on Grade (Vehicular)	92	SF	\$ 124.00	\$ 11,408.00	92	SF	\$ 124.00	\$ 11,408.00	0	SF	\$ 124.00	\$ 0.00
84	Stone and Concrete pavers	16,139	SF	\$ 64.00	\$ 1,032,896.00	7051	SF	\$ 64.00	\$ 451,264.00	9088	SF	\$ 64.00	\$ 581,632.00
CO1	Plaza Railings and Canterbury Light Poles	1	LS	\$ 149,532.70	\$ 149,532.70	0	EA	\$ 149,532.70	\$ -	1	LS	\$ 149,532.70	\$ 149,532.70
SUB TOTAL		SUB TOTAL		\$ 11,507,905.85		SUBTOTAL		\$ 10,588,375.12		SUBTOTAL		\$ 888,830.71	
SALES TAX		SALES TAX		0.084 \$ 966,864.09		SALES TAX		0.084 \$ 889,423.51		SALES TAX		0.084 \$ 74,844.98	
GRAND TOTAL		GRAND TOTAL		\$ 12,474,769.94		GRAND TOTAL		\$ 11,477,798.63		GRAND TOTAL		\$ 963,675.71	
Construction Management City					7.0%			\$ 741,186.26				\$ 70,000.00	
Construction Management BergerABAM					1.80%			\$ 190,590.75				\$ 15,995.35	
								\$ 12,409,575.64				\$ 1,049,271.06	

EXHIBIT B

STAFF REPORT NO. 022-18

TO: Mayor and City Council
FROM: Eric Holmes, City Manager 

DATE: 2/12/2018

Subject: Procedural Rules for Grand Blvd. Appeal

Key Points:

- VMC 20.210.130 provides that the City Council is to establish hearing rules for appeals it considers.
- No rules adopted by council current exist.

Objective: Establish rules for hearing the appeal of the hearing examiner decision approving the siting of a human services facility at Grand Blvd.

Present Situation: Hearing Examiner Sharon Rice approved an application to site a human services facility, day center, at 2018 Grand Blvd. on January 4, 2018. Two appeals of that decision were filed on January 18, 2018. The Council is to hear the appeal within 60 days of the filing of the appeals.

VMC 20.210.130 provides that Council is to establish hearing rules for appeals it considers. The following process is suggested for the appeal of the decision:

1. The City staff shall certify and file the hearing record by February 6, 2018;
2. The City shall file its response to the appeals by February 13, 2018;
3. The appellants shall file their reply, if any, to the City's response by February 20, 2018;
4. The appeal will be heard by Council on February 26, 2018;
5. At the hearing, the appellants and the City shall each have 20 minutes to make argument. The appellants shall decide how to allocate their 20 minutes between them. If they are unable to agree on an allocation, they shall have 10 minutes each. The appellants may reserve some of their time to respond to the City's arguments.
6. No new evidence may be submitted at the hearing.

The process set forth above is based upon the process adopted by the Washington Court of Appeals for hearing appeals.

Advantage(s): Adopting these rules will facilitate an orderly appeal process.

Disadvantage(s): None

Budget Impact: None

Prior Council Review: None

Action Requested: Adopt the procedural rules for the February 26, 2018, appeal of the hearing examiner decision related to the siting of a human services facility at Grand Blvd.



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

STAFF REPORT NO. 023-18

TO: Mayor and City Council
FROM: Eric Holmes, City Manager



DATE: 2/12/2018
2/26/2018

Subject: Caples Terrace Zone Change

Key Points: Rezone of two parcels from R-6 and R-18 to R-22.

Objective: To approve a request by the Vancouver Housing Authority (VHA) to rezone two parcels at the Skyline Crest housing development from R-6 and R-18 to R-22 to allow for the addition of up to 28 multi-family dwelling units. This action supports Goal 3, Objective 3.2 of the City's Strategic Plan: *Improve services available to underserved or vulnerable residents.*

Present Situation: The two parcels are on the western edge of the Skyline Crest housing development owned by the VHA. One parcel is zoned R-6, a single-family zone allowing a maximum of six units per acre, and the other parcel is zoned R-18, a multi-family zone allowing a maximum of 18 units per acre. An office building and maintenance building will be removed to allow for the construction of a multi-family building with a maximum of 28 units if the rezone is approved. The R-6 zoned parcel has a comprehensive plan designation of Public Facility, while the R-18 zoned parcel has a comprehensive plan designation of Urban Higher Density. The comprehensive plan designation for each lot will remain the same because the plan designation for the R-18 and R-22 zones is the same, and the plan designation Public Facility may be assigned to any zone per VMC 20.130.040-1.

Advantage(s):

1. Allows the property owner to more fully utilize their property.
2. Expands the number of rental housing units on the market.

Disadvantage(s): Increases potential impacts from additional dwelling units. These impacts will be evaluated during the site plan review process and mitigated pursuant to applicable regulations.

Budget Impact: There will be no impact on the City budget created by the proposed rezone.

Prior Council Review: A workshop with City Council was conducted on Jan. 22, 2018.

Action Requested:

1. On Feb. 12, 2018, approve the ordinance rezoning the subject parcels from R-6 and R-18 to R-22 on first reading, setting second reading and public hearing for Monday, Feb. 26, 2018 to consider the rezone.
2. On Feb. 26, 2018, subject to second reading, adopt the ordinance.

Attachments:

- A. Ordinance
- B. Land Use Hearing Examiner recommendation
- C. Staff report and recommendation to the Land Use Hearing Examiner, with exhibits

02/12/18
02/26/18

ORDINANCE NO. _____

AN ORDINANCE relating to land use and zoning; amending the zoning map to change the zone designation of two parcels, as described and identified below and in the attached exhibit; providing for severability; and providing for an effective date.

WHEREAS, the Vancouver Land Use Hearing Examiner held a duly advertised public hearing on December 19, 2017 to consider a site specific proposal to change the zoning designation of the two parcels (LUP-61628 /Caples Terrace Zone Change); and

WHEREAS, the Hearing Examiner recommended approval of the zone change application, and

WHEREAS, the City Council held a duly advertised open record public hearing on Feb. 26, 2018 to consider the rezone proposal; and

WHEREAS, after taking testimony and reviewing the Hearings Examiner record, and upon application of the subject property owner, the City Council approves changing the zoning designation for Parcels 37910274 and 37909801 from R-6 (with a comprehensive plan designation of Public Facility) and R-18 (with a comprehensive plan designation of Urban Higher Density) respectively to R-22 as shown on the map attached as Exhibit A; and

WHEREAS, the comprehensive plan designation for each lot will remain the same because the plan designation for the R-18 and R-22 zones is the same, and the plan designation Public Facility may be assigned to any zone per VMC 20.130.040-1; and

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. SEPA Findings. City Council makes the following findings:

A SEPA Environmental Checklist addressing the environmental effects of rezoning and developing the property, was submitted by the applicant. A Notice of Application, Public Hearing, and Determination of Nonsignificance (DNS), using the optional process, was issued for the proposal on Sept. 27, 2017 with a 30-day comment period. Only one standard comment letter was received from the Washington State Department of Ecology regarding future development of the site, but did not oppose the rezone. The final DNS was issued on October 31, 2017. No appeal was filed.

Section 2. Rezone Findings

Vancouver Municipal Code Sections 20.285.085 and 20.420.025 set forth the approval criteria for this rezone. As set forth below, all of the criteria are met.

VMC 20.285.085 General Rezone Criteria and Required Findings for All Rezones:

A. The provisions of this chapter shall apply to all rezones. The proposal is for a zone change from R-6 and R-18 to R-22.

B. No single criterion or group of criteria shall be applied as an absolute requirement. The requested zone change complies with all applicable criteria.

C. Compliance with the provisions of this chapter shall constitute consistency with the Comprehensive Plan. Since the proposed rezone complies with the provisions of VMC 20.285, it is therefore consistent with the Comprehensive Plan.

D. The most appropriate zone designation shall be that for which the purpose, design statement, and location criteria for the specific zone match the characteristics of the area to be rezoned better than any other zone designation.

The subject site is adjacent to the VHA housing development that it is a part of, a cemetery and fields associated with Marshall Elementary School. These are compatible uses, and no transition or buffer is necessary between them.

E. The review of the proposed rezone shall consider both positive and negative factors. The proposal is to add 28 dwelling units to the site. There is no evidence that development pursuant to this rezone will have a significant impact on the surrounding multi-family development or on public facilities. When a site plan review application is submitted, the applicant will be required to demonstrate compliance with zoning and environmental standards, and with transportation, sewer, water, stormwater, fire and building requirements. Two pre-application conferences have been conducted with city staff, and no significant conflicts with surrounding uses or public services have been identified.

F. The review of the rezone shall include consideration of uses which can reasonably be anticipated. The subject site is part of an existing multi-family development. The applicant is proposing the addition of up to 28 dwelling units.

G. Consideration of changed circumstances shall include elements embodied in the location criteria, and the purpose and design statements, for the relevant zone. There has been a substantial change in circumstances since the original designation of the subject site, specifically a significant lack of affordable housing in the City of Vancouver. This change in circumstances has led to an increased need for rental housing in the area, and is addressed in the purpose statement and locational criteria of the R-22 zone. This zone promotes a range of housing choices while preserving neighborhood livability and protecting the consumer's choices in housing. The subject site is in an area with close proximity and pedestrian connections to neighborhood services, public open spaces, schools, and other residential amenities.

H. *Overlay Districts. If the proposed rezone area is located within the boundaries of an overlay district or sub-area plan, the purpose and boundaries of the overlay district or subarea plan shall be considered.* The subject site is not located within the boundaries of an overlay district or sub-area plan district.

I. *An area designated and zoned Lower Density Residential that meets the location criteria of VMC 20.410.025 for such designation, may not be redesignated or rezoned to a Higher Density Residential designation unless the change is to implement an adopted sub-area plan.* The parcel currently zoned Lower Density Residential does not meet the location criteria for such designation because the lot does not contain or abut single-family lots, there are no physical edges that separate the subject parcel from the existing multi-family zone to the east, and there are no critical areas on the site that warrant a low density designation.

VMC 20.420.025B R-22 Higher Density Residential Zone Location Criteria:

1. *Areas already developed predominantly to the permitted R-22 density and where R-22 scale is well established.* The surrounding area of the subject site consists of the VHA's existing multi-family development, public schools, a cemetery and commercial development. The proposed three-story, 28-unit multi-family building is compatible with these uses.

2. *Areas with close proximity and pedestrian connections to neighborhood services, public open spaces, schools and other residential amenities.* The subject site is near commercial services at the intersection of Andresen Road and East Mill Plain Boulevard, and is immediately adjacent to Marshall Elementary School and McLoughlin Middle School. The schools provide a playground and athletic field.

3. *Properties that are adjacent to existing business and commercial areas with comparable height and bulk, or where a transition in scale between areas of larger multi-family and/or commercial structures and smaller multi-family development is desirable.* The applicant

anticipates constructing a three-story multifamily building, which is compatible with the adjacent multi-family development and low-rise commercial development to the north.

4. *Areas well served by public transit and having direct access to arterials, such that vehicular traffic is not required to pass through lower density residential zones; street widths must be sufficient to allow for two (2) way traffic and on-street parking in accordance with city street standards.* C-Tran provides bus service along East Mill Plain Boulevard and Andresen Road. Vehicular access to the site is from a minor arterial (Andresen Road) through the VHA's Skyline Crest development. No vehicular traffic is required to pass through lower density residential zones. Street widths are sufficient to allow for two-way traffic and on-street parking within Skyline Crest.

5. *Areas with significant topographic breaks, major arterials or open space that provide a separation and transition to Lower Density Residential areas.* The only area adjacent to the site that is zoned Lower Density Residential is a public school.

Section 3. Zoning Map Amended. The City of Vancouver Zoning Map shall be amended to designate the new R-22 zoning designation for the subject parcels as shown on the map attached as Exhibit A.

Section 4. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 5. EFFECTIVE DATE. This Ordinance shall go into effect five days after final passage.

Read first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read second time:

PASSED by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2018.

Anne McEnery-Ogle, Mayor

Attest:

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

Approved as to form:

E. Bronson Potter, City Attorney

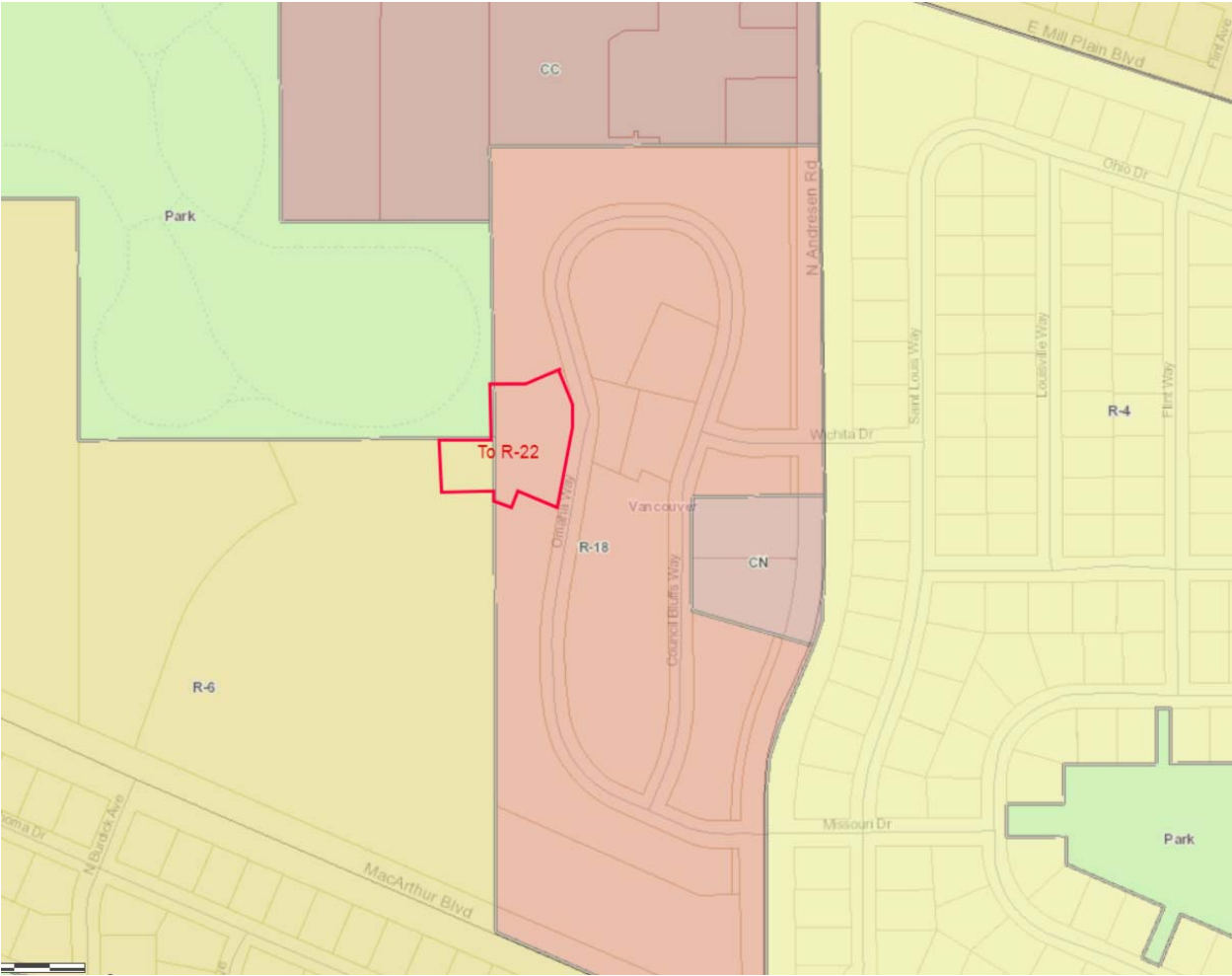
SUMMARY

ORDINANCE NO. _____

AN ORDINANCE relating to land use and zoning; amending the zoning map to change the zone designation of two parcels, as described and identified below and in the attached exhibit; providing for severability; and providing for an effective date.

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

Exhibit A



**BEFORE THE HEARING EXAMINER
FOR CITY OF VANCOUVER**

In the Matter of the Application of	)	NO. PRJ-154928/LUP-61628
	)	
Vancouver Housing Authority	)	
	)	Caples Terrace Rezone
	)	
for Approval of a Rezone	)	FINDINGS, CONCLUSIONS, AND
	)	RECOMMENDATION
	)	

SUMMARY OF RECOMMENDATION

The Hearing Examiner recommends to the Vancouver City Council that the requested rezone of two parcels consisting of 1.26 acres from R-6 and R-18 to R-22 should be **GRANTED**.

SUMMARY OF RECORD

Request:

Vancouver Housing Authority (Applicant) requested a rezone two parcels from R-6 and R-18 to R-22. The two parcels comprise 1.26 acres at 500 Omaha Way in Vancouver. The purpose of the request is to allow construction of up to 28 multifamily dwelling units with supporting offices and a maintenance shop.

Hearing Date:

The Vancouver Hearing Examiner held an open record hearing on the application on December 19, 2017.

Testimony:

At the open record hearing the following individuals presented testimony under oath:

Andrew Reule, Senior Planner, City of Vancouver
Roy Johnson, Vancouver Housing Authority, Applicant Representative

Exhibits:

At the open record hearing the following exhibits were admitted into the record:

1. Staff Report, dated December 5, 2017
2. Vicinity map
3. Zoning map
4. Application, dated April 21, 2017

5. Applicant's narrative, dated April 21, 2017
6. Notice of Application, Public Hearing, and Optional SEPA Determination of Non-Significance with environmental checklist, dated September 27, 2017
7. Letter from the Department of Ecology, dated October 27, 2017
8. Final Determination of Non-Significance, issued October 31, 2017
9. Development Agreement recorded under #5291771 AGR, dated June 9, 2016
10. Colliers International Forecast Report Q3 2017
11. Apartment List US Rent Report, dated November 2017
12. Housing Snapshot, dated February 2016
13. Apartment List US Rent Report, dated November 2017
14. Vancouver Housing Authority PowerPoint presentation (six slides)

Upon consideration of the testimony and exhibits admitted in the record, the Hearing Examiner enters the following findings and conclusions:

FINDINGS

1. The Applicant requested a rezone of two parcels consisting of 1.26 acres from R-6 and R-18 to R-22 at 500 Omaha Way, approximately 450 feet west of North Andresen Road.¹ Approval of the request would allow the redevelopment of a portion of the Skyline Crest housing development which would add 28 multifamily dwelling units with supporting offices and a maintenance shop, replacing existing office and maintenance buildings. *Exhibits 1, 4, and 5.*
2. The City and Vancouver Housing Authority (VHA) entered into a development agreement, recorded June 9, 2016, which sets forth development standards and regulations for the future development of 16.45 acres of property that includes both the existing Skyline Crest development and the subject parcels. The development agreement acknowledged a future zone change for the subject parcel zoned R-6 to R-18. However, since the recording of the agreement, VHA determined that higher density development was needed and is now pursuing a zone change for two parcels to R-22. Nothing in the development agreement established terms that would prohibit this higher density. *Andrew Ruele Testimony; Roy Johnson Testimony; Exhibit 9.*

¹ The legal description of the subject property is a portion of southeast quarter of Section 30, Township 2 North, Range 2 East, W.M., also known as Assessor's parcels 37909801 and 37910274. *Exhibit 1.*

3. The 1.26 acres of the subject parcels are generally flat and developed with offices and maintenance buildings supporting the existing Skyline Crest development. Vegetation is comprised of commercial landscaping. There are no geologic hazards, floodplains, wetlands, surface waters, wellhead protection zones, or other environmentally sensitive areas on-site. There are no physical edges or boundaries, such as major arterials, topography, waterways, open space, or existing natural or landscape screening, etc., that separate the subject R-6 parcel from the adjacent multifamily development, aside from parcel boundaries. The subject parcels are not located within the boundaries of an overlay district or sub-area plan district. *Exhibit 1.*
4. Development to the north, south, and east is comprised primarily of multifamily residential uses and community facilities associated with the Skyline Crest development. These include: the Caples Terrace Apartments, Bridgeview Resource Center, and the Boys and Girls Club. To the west are a cemetery, excess school district property, and Marshall Elementary School. West of the elementary school is McLoughlin Middle School. West of the middle school, existing land uses include a day care center, an urgent care clinic, restaurants, and other service uses. A shopping center including a grocery store and a bank are located to the northeast of the site. There are several churches within the vicinity. General Anderson Park is to the southwest and the Carl Gustafson Park is to the southeast. *Exhibits 1 and 14; Roy Johnson Testimony; Google Maps Site View.*
5. Zoning designations surrounding the site include Park (the cemetery) and R-6 (the school) to the west and R-18 to the east (Skyline Crest). Neither the subject parcels nor adjacent parcels contain single-family development. *Exhibit 1.*
6. There is no commercial zoning or development abutting the subject property. However, commercial services are located nearby at the intersection of Andresen Road and East Mill Plain Boulevard. There are no public parks in the immediate vicinity of the subject property. However, Marshall Elementary School and McLoughlin Middle School are adjacent, which provide a playground and athletic field available outside of school hours. The only area adjacent to the subject parcels that is zoned Lower Density Residential is the public school. *Exhibit 1.*
7. One of the two subject parcels is currently zoned R-6, which is a lower density residential zoning designation. Presently, this parcel contains maintenance buildings for the Skyline Crest development, which use is not proposed to change after the rezone. The R-6 zoned parcel has a City of Vancouver Comprehensive Plan land use designation of Public Facility, and the subject parcel that is zoned R-18 has a Comprehensive Plan designation of Urban Higher Density Residential. Pursuant to VMC 20.130.040, land designated Public Facility by the Comprehensive Plan may have any zone designation. Both R-18 and R-22 are zones associated with the Urban Higher Density Residential designation. No change to the current Comprehensive Plan land use designations is proposed or required. *Exhibit 1.*

8. The proposal associated with the instant request for zone change, but not under consideration in this document, would build 28 new multifamily dwelling units in a three story building as an extension of the Skyline Crest development, intended to house individuals aging out of foster care. Existing office and maintenance buildings would be removed to allow the proposed multifamily development. As a continuation of the existing housing development, the addition is not anticipated to result in significant impact on the surrounding multi-family development or on public facilities. When a site plan review application is submitted in the future, the project proponent would be required to demonstrate compliance with zoning, environmental, transportation, sewer, water, stormwater, fire code, and building code requirements. In the two pre-application conferences already conducted with City staff, no significant conflicts with surrounding uses or infrastructure were identified. *Exhibit 1.*
9. Public transit is available via C-Tran bus routes along East Mill Plain Boulevard and Andresen Road. *Exhibit 1.*
10. Vehicular access to the site is from a minor arterial (Andresen Road) through the VHA's Skyline Crest development. Traffic accessing the subject parcels is not required to pass through lower density residential zones, but rather would access directly from Andresen. Street widths in the immediate vicinity are wide enough to allow two-way traffic with on-street parking in the Skyline Crest development. *Exhibit 1.*
11. Since adoption of the existing zoning in the 1990s, a substantial change in circumstances is a dramatic decrease in affordable housing in Vancouver, especially in the rental market, which began with the economic recovery in approximately 2012. The entire region is experiencing increased demand for rental units with vacancy rates for Clark County at 3.9%. Rents in Vancouver have increased 6.8% over the previous year. Presently, approximately one-half of Vancouver renters are considered cost-burdened, spending 30% or more of their income on housing. The national rental marketplace Apartment List names Vancouver among the top five cities with fastest growing rents in the nation. An increase in density of development on the subject parcels would address these communitywide concerns. *Exhibits 1, 10, 11, 12, and 13; Roy Johnson Testimony.*
12. A pre-application conference was conducted on January 26, 2017. The application was submitted April 21, 2017 and deemed fully complete September 20, 2017. An additional conference was held October 26, 2017 to discuss the proposed redevelopment of the parcels. *Exhibit 1.*
13. An application for zone change is classified as a Type IV procedure. *VMC 20.210.020-1.* A 30-day public comment period was provided. The open record public hearing was conducted on December 19, 2017. There was no public comment on the proposal. A final public hearing before the City Council will be scheduled after issuance of the instant document. *Exhibit 1.*
14. Pursuant to the State Environmental Policy Act (SEPA), the City of Vancouver was designated lead agency for review of the environmental impacts of the proposed rezone.

Upon review of an environmental checklist and complete application materials, the City issued a notice of application and likely SEPA determination of non-significance (DNS) on September 27, 2017. One comment was received from Washington State Department of Ecology. The City's Responsible Official determined that the rezone was not likely to result in probable, significant, adverse environmental impacts. The Final DNS was issued October 31, 2017 and no appeals were filed. *Exhibits 1, 6, 7, and 8.*

15. The Washington State Department of Ecology submitted a comment letter, dated October 27, 2017, noting there are known existing contaminated sites within one-half mile of the project. Requirements for toxic cleanup if any contaminants are discovered and requirements for erosion control measures to protect water quality were stated in the letter. *Exhibit 7.*
16. Upon review of all materials, Planning Staff determined that compliance with the criteria for rezones of fewer than 25 acres has been demonstrated in the application materials and recommended approval without condition. *Exhibit 1.*

CONCLUSIONS

Jurisdiction:

Pursuant to VMC 20.285.050.B.1 and table 20.210.020-1, the Hearing Examiner shall make a recommendation to the City Council on rezone applications for parcels 25 acres or fewer in size that do not involve comprehensive plan map amendments.

Rezone Criteria for Approval:

Pursuant to VMC 20.285.080:

- A. Approval process for rezones of 25 acres or less and Planned Unit Developments. All proposals for amendments to the zoning map for parcels of less than 25 acres in size and for approval of Planned Unit Developments shall be processed in accordance with the procedures set forth for a Type IV process in VMC 20.210. In addition, applications for approval of Planned Unit Developments shall meet the requirements of VMC 20.260.
- B. Approval criteria for rezones of 25 acres or less and Planned Unit Development. Zone change proposals submitted without an associated comprehensive plan change shall demonstrate consistency with the Comprehensive Plan and that a substantial change in circumstances has occurred since the original designation. In addition, applications for approval of Planned Unit Developments shall meet the requirements of VMC 20.260.
- C. Required Findings for rezones of 25 Acres or less and Planned Unit Developments. No zone change shall be approved unless the required findings of VMC 20.285.085 have been addressed in the written staff report and the written decision of the review authority.

Pursuant to VMC 20.285.085, General Rezone Criteria/Required Findings for All Rezones:

- A. The provisions of this chapter shall apply to all rezones, including those involving an amendment to the Comprehensive Plan, except correction of mapping errors. In evaluating proposed rezones, the provisions of this chapter shall be weighed and balanced together to determine which zone best meets those provisions. In addition, the zone purpose, location criteria, and design statements, which describe the intended purpose and design of each designation, shall be used to assess the likelihood that the area proposed to be rezoned would function as intended.
- B. No single criterion or group of criteria shall be applied as an absolute requirement or test of the appropriateness of a zone designation, nor is there a hierarchy or priority of rezone considerations, unless a provision indicates the intent to constitute a requirement or sole criterion.
- C. Compliance with the provisions of this chapter shall constitute consistency with the Comprehensive Plan for the purpose of reviewing proposed rezones.
- D. The most appropriate zone designation shall be that for which the purpose, design statement, and location criteria for the specific zone match the characteristics of the area to be rezoned better than any other zone designation. The following zoning principles shall be considered:
 - 1. The impact of more intensive zones on less intensive zones or industrial and commercial zones on other zones shall be minimized by the use of transitions, physical edges, or buffers, if possible. A gradual transition between zoning categories is preferred.
 - 2. Physical edges and buffers, such as natural features, major traffic arterials and railroad tracks, open spaces, and distinct change in street layout and block orientation may provide an effective separation or transition between different uses and intensities of development.
 - 3. Physical edges, buffers and platted lot lines shall be considered in establishing boundaries.
 - 4. Boundaries between commercial and residential areas shall generally be established so that commercial uses face away from adjacent residential areas, unless physical edges or buffers (arterial streets, waterways, topographic breaks, mature natural or landscape buffers, etc) provide a more effective separation between uses.
 - 5. Lower Density Residential areas may be rezoned to Higher Density zones only if the applicant demonstrates that the area no longer meets the location criteria for a Lower Density designation or the change is recommended as part of an adopted sub-area plan.

- E. Impact Evaluation. The review of a proposed rezone shall consider both positive and negative factors when evaluating land use and environmental impacts, including impacts on public facility and service capacities, in the area of the proposed rezone.
- F. The review of a proposed rezone shall include consideration of uses which can reasonably be anticipated based on the development potential of the requested zone, and the nature of the site and surrounding area.
- G. Consideration of changed circumstances shall include elements or conditions embodied in the location criteria, and the purpose and design statements, for the relevant zone.
- H. Overlay Districts. If the proposed rezone area is located within the boundaries of an overlay district or sub-area plan, the purpose and boundaries of the overlay district or subarea plan shall be considered.
- I. An area designated and zoned Lower Density Residential that meets the location criteria of VMC 20.410.025 for such designation, may not be redesignated or rezoned to a Higher Density Residential designation unless the change is to implement an adopted sub-area plan.

Applicable Zoning Provisions:

VMC 20.410.020.C.

The R-6 zoning district is designed to accommodate detached single dwellings with or without accessory residential units at a minimum lot size of 7,500 square feet and a density of 4.5 to 5.8 units/net acre. Some civic and institutional uses are permitted as limited or conditional uses.

VMC 20.410.025.B. Lower Density Residential Zone (R-2, R-4, R-6, R-9) Location Criteria.

The Lower Density zone designations defined above can be appropriately applied and maintained in areas meeting one of the following criteria:

1. Blocks, intersection-to-intersection street segments, or areas with defined physical edges, which have at least eighty (80) percent of the existing structures in single-family residential use on lots whose average size falls within the minimum and maximum lot size standards of the zone to be applied. Half-blocks at the edges of single-family zones with more than fifty (50) percent single-family structures, or portions of blocks on an arterial with a majority of single-family structures, shall generally be included. This shall be decided on a case-by-case basis, but the policy is for inclusion.
2. Blocks, intersection-to-intersection street segments, or areas with defined physical edges, which have less than eighty (80) percent of the existing structures in single-family residential use but in which an increasing trend toward single-family residential use can be demonstrated; for example:

- a. The construction of single-family structures in the last five (5) years has been increasing proportionately to the total number of constructions for new uses in the area, or
 - b. The area shows an increasing number of improvements and rehabilitation efforts to single-family structures, or
 - c. The number of existing single-family structures has been very stable or increasing in the last five (5) years, or
 - d. The area's location is topographically and geographically connected to, and compatible with, existing single-family residential development, with physical edges (such as major arterials, topography, waterways, open space, existing natural or landscape screening, etc) that separate and buffer the area from Higher Density Residential, Commercial, and Industrial.
3. Areas with sensitive physical, environmental or natural resource characteristics that make lower intensity development advisable and appropriate.
 4. Areas that meet the above criteria for designation as Lower Density Residential shall not be rezoned for non-residential uses, except NC (Neighborhood Commercial), unless the change has been adopted as part of a sub-area planning study.
 5. No vacant or underutilized land areas (per Vacant Buildable Lands Model criteria) within the City shall be rezoned R-2 or R-4 for new residential development. Land use and zoning designations for residential lands being annexed into the City shall be converted to City designations in accordance with VMC Table 20.230.030.

VMC 20.420.020.A.

The R-18 zoning district is designed to accommodate attached homes such as duplexes and rowhouses, and garden-type apartments at a minimum lot size of 1,800 square feet per unit. Professional office uses are permitted under certain circumstances. Some retail, civic and institutional uses are allowed conditionally.

VMC 20.420.020.B.

The R-22 zoning district is designed to accommodate rowhouses, garden-type apartments, and lower-density multi-dwelling structures at a minimum lot size of 1,500 square feet per unit. Professional office uses are permitted under certain circumstances. Some retail, civic and institutional uses are allowed conditionally.

VMC 20.420.025.B, R-22 (Higher Density Residential) Zone Location Criteria.

The R-22 designation is most appropriate in areas with the following characteristics and relationships to the surrounding area:

1. Areas already developed predominantly to the permitted R-22 density and where R-22 scale is well established.

2. Areas with close proximity and pedestrian connections to neighborhood services, public open spaces, schools and other residential amenities.
3. Properties that are adjacent to existing business and commercial areas with comparable height and bulk, or where a transition in scale between areas of larger multifamily and/or commercial structures and smaller multifamily development is desirable.
4. Areas well served by public transit and having direct access to arterials, such that vehicular traffic is not required to that pass through lower density residential zones; street widths must be sufficient to allow for two (2) way traffic and on-street parking in accordance with City street standards.
5. Areas with significant topographic breaks, major arterials or open space that provide a separation and transition to Lower Density Residential areas.

Applicable Comprehensive Plan Policies:

CD-9 Compatible uses:

Facilitate development that minimizes adverse impacts to adjacent areas, particularly neighborhoods.

CD-10 Complementary uses:

Locate complementary land uses near one another to maximize opportunities for people to work or shop nearer to where they live.

H-5 Housing placement near services and centers:

Facilitate siting of higher density housing near public transportation facilities and in designated centers and corridors.

H-6 Special needs housing:

Facilitate housing for special needs populations dispersed throughout Vancouver and the region. Such housing may consist of residential-care facilities, shelters, group homes, or low-income housing, and should be located near transportation and other services such as health care, schools, and stores.

Conclusions Based on Findings:

1. The application materials demonstrate compliance with applicable policies of the Vancouver Comprehensive Plan. The underlying Public Facilities and Urban High Density Residential Comprehensive Plan land use designations are both compatible with R-22 zoning. The property abuts no single-family zoning or development. The uses allowed in the R-22 zone are also allowed in the R-18 zone and would be compatible with surrounding existing development. The subject parcels are near to retail, transit, medical services, schools, parks, and a day care facility, as well as to the community support functions within Skyline Crest. *Findings 2, 3, 4, 5, 6, 7, and 9.*

2. The application materials demonstrate that a significant change of circumstances has occurred since the previous zoning designations were adopted in the 1990s, consisting of a dramatic decrease in the availability of affordable rental housing. With County-wide vacancy rates under 4%, Vancouver rents up nearly 7% in one year, and the City being counted among the top five fastest rising rents in the nation, the great demand for housing units supports the zone change to a higher density. *Findings 3 and 11.*
3. The record demonstrates compliance with the required findings of VMC 20.285.085. Surrounding zoning designations include Park, R-6, and R-18. There is a school on the R-6 zoned property that abuts the site. There is no adjacent single-family residential development. There are no "physical edges" that separate the R-6 parcel from the existing multi-family zone to the east. There are no environmentally sensitive areas or other characteristics about the R-6 zoned parcel that make lower intensity development advisable. Developed with a school, the R-6 parcel does not meet the location criteria for lower density zones established in VMC 20.410.025.B. The abutting R-18 properties are developed with multifamily residential uses. The subject site is not located within the boundaries of an overlay district or sub-area plan district. The Park zoned property contains a cemetery. The proposed R-22 zoning is compatible with all three surrounding zoning designations as presently developed. Considering both subject parcels in light of the surroundings, both satisfy the Urban High Density Residential siting standards of VMC 20.420.025.B. Although the proposed zone would allow higher residential density than current zoning, it would not result in significantly higher intensity development than is allowed on surrounding properties. If the contemplated high density youth apartment complex is developed, it would blend seamlessly into the adjacent Skyline Crest campus. The site is close to shopping, recreational, transit, and medical facilities. On-street parking would be available on Andresen. *Findings 3, 4, 5, 6, 7, 8, 9, and 10.*

RECOMMENDATION

Based upon the preceding findings and conclusions, the Hearing Examiner recommends to the Vancouver City Council that the requested rezone of two parcels consisting of 1.26 acres from R-6 and R-18 zoning to R-22 zoning, to allow construction of up to 28 multifamily dwelling units with supporting offices and a maintenance shop, should be **GRANTED**.

Issued January 4, 2018.

By:



Sharon A. Rice
City of Vancouver Hearing Examiner



P.O. Box 1995 • Vancouver, WA 98668-1995

www.cityofvancouver.us

Staff Report and Recommendation to the Hearing Examiner

Project Name	Caples Terrace Zone Change - PRJ-154928/LUP-61628
Report Date	December 5, 2017
Hearing Date	December 19, 2017
Proposal	Rezone of two parcels from R-6 and R-18 to R-22 to allow for the addition of up to 28 multi-family dwelling units with supporting offices and a maintenance shop.
Location	500 Omaha Way, approximately 450 feet west of North Andresen Road. Tax Lots 37909801 and 37910274 located in the SE Quarters of Section 30, Township 2N, Range 2E of the WM. The site is zoned R-6 and R-18.
Contact	Roy Johnson, Vancouver Housing Authority, 2500 Main Street, Vancouver, WA 98660. 360-694-2501.
Applicant/Owner	Vancouver Housing Authority, 2500 Main Street, Vancouver, WA 98660. 360-992-0221.
Staff Recommendation	Hearing Examiner recommend to City Council the zone change request be approved.
Staff	Andrew Reule, Senior Planner/Case Manager

APPEAL

This report to the hearing examiner is a recommendation from the Community & Economic Development Department. The hearing examiner will make a recommendation to the City Council. This recommendation is not subject to appeal.

For questions or additional information, you may contact the case manager by telephone at 360-487-7891, or by e-mail at andrew.reule@cityofvancouver.us.



Report Prepared By
Andrew Reule, AICP, Senior Planner/Case Manager

12-5-17
Date



Greg Turner, Manager
Land Use Team

12-5-17
Date

BACKGROUND

The proposal is to rezone two parcels from R-6 and R-18 to R-22 to allow for the addition of up to 28 multi-family dwelling units with supporting offices and a maintenance shop. The comprehensive plan designations of the parcels (Public Facilities and Urban High Density Residential) will remain the same. The two parcels are part of the Skyline Crest housing development owned by the Vancouver Housing Authority (VHA). An office building and maintenance building will be torn down to allow for the redevelopment of the two parcels. A pre-application conference on the proposed zone change and site redevelopment was held Jan. 26, 2017. A second pre-application conference was held Oct. 26, 2017 to again discuss the proposed site redevelopment.

General Site Information

Zoning District	R-6 and R-18 (zone change application to R-22)
Adjacent Zoning Designation	Park and R-6 to west. R-18 to east.
Comprehensive Plan Designation	Public Facilities and Urban High Density Residential
Parcel Size	1.26 acres (two parcels)
Adjacent Land Uses	Multifamily to north, south and east. Community building to east. Cemetery and school to west.
Access Roads	Omaha Way
Existing Vegetation	Commercial landscaping
Existing Structures	Offices and maintenance building
Topography	Generally level
Geologic Hazards	No mapping indicators
Seismic Hazard	Site Class C and Very Low liquefaction susceptibility
Flood Plains	No mapping indicators
Wetlands	No mapping indicators
Archaeology	Level B
Drainage Basin	Columbia Slope
Wellhead Protection	No mapping indicators
Soils	LgB
Park Impact Fee District	B
School Impact Fee District	Vancouver
Impacted Schools	Marshall Elementary, McLoughlin Middle, Fort Vancouver High
Traffic Impact Fee Districts	Columbia
Sewer District	Vancouver
Water District	Vancouver
Fire Service	Vancouver
Neighborhood Association	Vancouver Heights

Procedural History

Activity	Case #	Date
Annexation	C-269	12/31/1949
Pre-application conference	PIR-43378	01/26/2017
	PIR-64893	10/26/2017
Application submitted	LUP-61628	04/21/2017

Application determined fully complete		09/20/2017
Notice of application and notice of public hearing		09/27/2017
SEPA determination: Final DNS		10/31/2017
Hearing Date		12/19/2017

APPLICABLE REGULATIONS

Vancouver Municipal Code

20.210 Decision-Making Procedures; 20.285 Text and Map Amendments; 20.420 Higher Density Residential Districts; and 20.790 State Environmental Policy Act Regulations.

ANALYSIS

Staff reviewed the proposal for compliance with applicable regulations, code criteria and standards in order to determine whether all potential impacts will be mitigated by the requirements of the code. Staff's recommendation reflects review of agency and public comments received during the comment period.

Only the major issues, errors in the development proposal and justifications for any conditions of approval are discussed below. Staff finds that all other aspects of this proposed development comply with the applicable code requirements and require no discussion in this report.

AGENCY AND PUBLIC COMMENT

Department of Ecology

The Dept. of Ecology submitted a comment letter dated Oct. 27, 2017 (Exhibit 7). The letter indicates requirements for toxics cleanup if observed and water quality. These requirements will apply to the future development of the site.

FINDINGS

20.210 Decision-Making Procedures

Finding: Zone change applications are classified as a Type IV procedure per VMC 20.210.020-1. A 30-day public comment period has been provided, a public hearing before the city's land use hearing examiner will be held, as well as a public hearing before the City Council. Per VMC 20.130.040, land with a Comprehensive Plan designation of Public Facility may have any zone designation; therefore, the subject parcel zoned R-6 with the Plan designation Public Facility may be rezoned to R-22 without a Comprehensive Plan change. The other subject parcel, which is zoned R-18, currently has a Comprehensive Plan designation of Urban Higher Density Residential, which is appropriate for the proposed R-22 zone.

Conclusion: The procedural requirements of VMC 20.210 will be met.

20.250 Development Agreements

Finding: A development agreement between the City and the VHA was recorded June 9, 2016 (Exhibit 9). The agreement sets forth development standards and regulations regarding the future development of both the subject site and the existing Skyline Crest development. The agreement acknowledges the city will process a zone change for one of the subject parcels to R-18. Since the recording of the agreement, the VHA decided to pursue a zone change of the two subject parcels to R-22.

20.285 Text and Map Amendments

Per VMC 20.285.080B, zone change proposals submitted without an associated comprehensive plan change shall demonstrate consistency with the Comprehensive Plan and that a substantial change in circumstances has occurred since the original designation.

Finding: Per VMC 20.285.085C, compliance with the provisions of this chapter shall constitute consistency with the Comprehensive Plan for the purpose of reviewing proposed rezones. As noted in this report, the proposal complies with the provisions of Chapter 20.285; therefore, it is consistent with the Comprehensive Plan.

Finding: A substantial change in circumstances since the establishment of the site's original zoning is the lack of affordable housing in Vancouver, especially among rental properties, which began with the economic recovery in 2012. The region is experiencing a significant demand for rental units with vacancy rates for Clark County at 3.9 percent (Exhibit 10), and rents in Vancouver increasing 6.8 percent over last year (Exhibit 11). Approximately one-half of all renters in Vancouver are considered cost-burdened, spending 30 percent or more of their income on housing (Exhibit 12), and the national rental marketplace Apartment List names Vancouver among the top cities for fastest growing rents in the nation (Exhibit 13). These factors indicate an increased need for additional rental units in the area relative to when the site obtained its current zoning designation in the 1990's.

Per VMC 20.285.085, the following criteria must be met in order to approve a rezone request:

A. The provisions of this chapter shall apply to all rezones, including those involving an amendment to the Comprehensive Plan, except correction of mapping errors. In evaluating proposed rezones, the provisions of this chapter shall be weighed and balanced together to determine which zone best meets those provisions. In addition, the zone purpose, location criteria, and design statements, which describe the intended purpose and design of each designation, shall be used to assess the likelihood that the area proposed to be rezoned would function as intended.

Finding: The zone purpose and location criteria are addressed in the following sections of this report.

B. No single criterion or group of criteria shall be applied as an absolute requirement or test of the appropriateness of a zone designation, nor is there a hierarchy or priority of rezone considerations, unless a provision indicates the intent to constitute a requirement or sole criterion.

Finding: All applicable criteria have been evaluated in the review of this rezone application as noted in this report.

C. Compliance with the provisions of this chapter shall constitute consistency with the Comprehensive Plan for the purpose of reviewing proposed rezones.

Finding: As noted in this report, the proposal complies with the provisions of this chapter; therefore, it is consistent with the Comprehensive Plan.

D. The most appropriate zone designation shall be that for which the purpose, design statement, and location criteria for the specific zone match the characteristics of the area to be rezoned better than any other zone designation. The following zoning principles shall be considered:

1. The impact of more intensive zones on less intensive zones or industrial and commercial zones on other zones shall be minimized by the use of transitions, physical edges, or buffers, if possible. A gradual transition between zoning categories is preferred.

Finding: No commercial or industrial zoning is proposed. The subject site is adjacent to the VHA housing development that it is a part of, a cemetery and fields associated with Marshall Elementary School. These are compatible uses, and no transition or buffer is necessary between them.

2. Physical edges and buffers, such as natural features, major traffic arterials and railroad tracks, open spaces, and distinct change in street layout and block orientation may provide an effective separation or transition between different uses and intensities of development.

Finding: As noted above, the subject site is adjacent to compatible uses, and no transition or buffer is necessary between them.

3. Physical edges, buffers and platted lot lines shall be considered in establishing boundaries.

Finding: Lot lines will establish the boundaries between the adjacent zoning designations.

4. Boundaries between commercial and residential areas shall generally be established so that commercial uses face away from adjacent residential areas, unless physical edges or buffers (arterial streets, waterways, topographic breaks, mature natural or landscape buffers, etc.) provide a more effective separation between uses.

Finding: This criterion does not apply to the subject proposal because the site is not adjacent to commercial uses.

5. Lower Density Residential areas may be rezoned to Higher Density zones only if the applicant demonstrates that the area no longer meets the location criteria for a Lower Density designation or the change is recommended as part of an adopted sub-area plan.

Findings: One of the two parcels to be rezoned to R-22 is currently zoned R-6, a lower density residential district. This parcel currently contains maintenance buildings for the Skyline Crest development, and this is proposed to remain the case after the rezone. The R-6 parcel does not meet the location criteria for lower density zones as noted in the findings below:

The Lower Density Residential designation is applied to areas that provide predominantly single-family structures (attached or detached) on individual lots. Application of individual zones to specific areas in the City should enhance and support the integrity of existing neighborhoods, provide for a range of choices in housing styles and cost, and encourage compatible infill development and redevelopment.

Finding: The subject site and adjacent lands do not contain single-family structures.

The Lower Density zone designations defined above can be appropriately applied and maintained in areas meeting one of the following criteria:

1. Blocks, intersection-to-intersection street segments, or areas with defined physical edges, which have at least eighty (80) percent of the existing structures in single-family residential use on lots whose average size falls within the minimum and maximum lot size standards of the zone to be applied. Half-blocks at the edges of single-family zones with more than fifty (50) percent single-family structures, or portions of blocks on an arterial with a majority of single-family structures, shall generally be included. This shall be decided on a case-by-case basis, but the policy is for inclusion.

Finding: The subject site does not contain or abut single-family lots.

2. Blocks, intersection-to-intersection street segments, or areas with defined physical edges, which have less than eighty (80) percent of the existing structures in single-family residential use but in which an increasing trend toward single-family residential use can be demonstrated; for example:

a. The construction of single-family structures in the last five (5) years has been increasing proportionately to the total number of constructions for new uses in the area, or

b. The area shows an increasing number of improvements and rehabilitation efforts to single-family structures, or

c. The number of existing single-family structures has been very stable or increasing in the last five (5) years, or

d. The area's location is topographically and geographically connected to, and compatible with, existing single-family residential development, with physical edges (such as major arterials, topography, waterways, open space, existing natural or landscape screening, etc) that separate and buffer the area from Higher Density Residential, Commercial, and Industrial.

Finding: There has been no construction of single-family residences on or adjacent to the site, and the site is not connected to existing single-family residential development. There are no “physical edges” that separate the R-6 parcel from the existing multi-family zone to the east.

3. Areas with sensitive physical, environmental or natural resource characteristics that make lower intensity development advisable and appropriate.

Finding: There are no characteristics about the site that make lower intensity development advisable.

4. Areas that meet the above criteria for designation as Lower Density Residential shall not be rezoned for non-residential uses, except NC (Neighborhood Commercial), unless the change has been adopted as part of a sub-area planning study.

Finding: The subject site does not meet the criteria for lower density residential zoning.

5. No vacant or underutilized land areas (per Vacant Buildable Lands Model criteria) within the City shall be rezoned R-2 or R-4 for new residential development. Land use and zoning designations for residential lands being annexed into the City shall be converted to City designations in accordance with VMC Table 20.230.030.

Finding: The site contains maintenance buildings for Skyline Crest and is therefore not vacant or underutilized. In addition, the proposed zone change is to R-22, not R-2 or R-4. The site is also not being annexed, it is within the city limits.

E. Impact Evaluation. The review of a proposed rezone shall consider both positive and negative factors when evaluating land use and environmental impacts, including impacts on public facility and service capacities, in the area of the proposed rezone.

Finding: The proposal is to add 28 dwelling units to the site. This should not have a significant impact on the surrounding multi-family development or on public facilities. When a site plan review application is submitted, the applicant will be required to demonstrate compliance with zoning and environmental standards, and with transportation, sewer, water, stormwater, fire and building requirements. Two pre-application conferences have been conducted with city staff, and no significant conflicts with surrounding uses or public services have been identified.

F. The review of a proposed rezone shall include consideration of uses which can reasonably be anticipated based on the development potential of the requested zone, and the nature of the site and surrounding area.

Finding: The subject site is part of an existing multi-family development. The applicant is proposing the addition of up to 28 dwelling units.

G. Consideration of changed circumstances shall include elements or conditions embodied in the location criteria, and the purpose and design statements, for the relevant zone.

Finding: As demonstrated on the following page, the proposed rezone complies with the purpose of the R-22 zone, and the function and location criteria for this zone. As noted previously in this report, there has been a substantial change in circumstances since the original designation of the subject site. The change in circumstances that has led to an increased need for rental housing in the area is addressed in the purpose statement and locational criteria of the R-22 zone. This zone promotes a range of housing choices while preserving neighborhood livability and protecting the consumer's choices in housing. The subject site is in an area with close proximity and pedestrian connections to neighborhood services, public open spaces, schools, and other residential amenities.

H. Overlay Districts. If the proposed rezone area is located within the boundaries of an overlay district or sub-area plan, the purpose and boundaries of the overlay district or subarea plan shall be considered.

Finding: The subject site is not located within the boundaries of an overlay district or sub-area plan district.

I. An area designated and zoned Lower Density Residential that meets the location criteria of VMC 20.410.025 for such designation, may not be redesignated or rezoned to a Higher Density Residential designation unless the change is to implement an adopted sub-area plan.

Finding: As noted earlier in this report, although one of the lots to be rezoned is currently zoned R-6, a lower density residential zone, the lot does not meet the location criteria for a single-family zone.

Conclusion: The proposed zone change complies with the requirements of VMC 20.285.

20.420 Higher Density Residential Districts

Finding: The purpose of the Higher Density Residential Districts is to promote a range of housing choices while preserving neighborhood livability and protecting the consumer's choices in housing. These districts are designed to promote medium- to high-density residential neighborhoods. Housing types include manufactured homes, duplexes, rowhouses, and multi-unit structures. A mix of non-residential uses, such as professional office and limited commercial, civic and institutional uses is permitted outright or conditionally subject to provisions to minimize adverse impacts, if any, on the residential character. However, the encouragement of mixed uses should not result in a predominance of business or commercial uses in areas designated for residential development by the Comprehensive Plan.

The proposal is to construct up to 28 additional units within a multi-unit structure as part of the surrounding multi-family housing development.

Conclusion: The proposal complies with the purpose of the higher density residential districts zoning district.

20.420.020 Zoning Districts

Finding: The R-22 zoning district is designed to accommodate rowhouses, garden-type apartments, and lower-density multi-dwelling structures at a minimum lot size of 1,500 square feet per unit. Professional office uses are permitted under certain circumstances. Some retail, civic and institutional uses are allowed conditionally. This zone consolidates the R-22 and OR-22 zones as of March 11, 2004. The proposal is to construct up to 28 additional units on the site within a multi-dwelling structure. The proposed maintenance building is intended to serve the future apartment building and surrounding Skyline Crest development.

Conclusion: The proposal complies with the purpose of the R-22 zoning district.

20.420.025 Higher Density Residential Zone Function and Location Criteria

The R-22 designation is most appropriate in areas with the following characteristics and relationships to the surrounding area:

1. Areas already developed predominantly to the permitted R-22 density and where R-22 scale is well established.

Finding: The surrounding area of the subject site consists of the VHA's existing multi-family development, public schools, a cemetery and commercial development. The proposed three-story, 28-unit multi-family building is compatible with these uses.

2. Areas with close proximity and pedestrian connections to neighborhood services, public open spaces, schools and other residential amenities.

Finding: The subject site is near commercial services at the intersection of Andresen Road and East Mill Plain Boulevard, and is immediately adjacent to Marshall Elementary School and McLoughlin Middle School. The schools provide a playground and athletic field.

3. Properties that are adjacent to existing business and commercial areas with comparable height and bulk, or where a transition in scale between areas of larger multi-family and/or commercial structures and smaller multi-family development is desirable.

Finding: The applicant anticipates constructing a three-story multifamily building, which is compatible with the adjacent multi-family development and low-rise commercial development to the north.

4. Areas well served by public transit and having direct access to arterials, such that vehicular traffic is not required to that pass through lower density residential zones; street widths must be sufficient to allow for two (2) way traffic and on-street parking in accordance with city street standards.

Finding: C-Tran provides bus service along East Mill Plain Boulevard and Andresen Road. Vehicular access to the site is from a minor arterial (Andresen Road) through the VHA's Skyline Crest development. No vehicular traffic is required to pass through lower density residential zones. Street widths are sufficient to allow for two-way traffic and on-street parking within Skyline Crest.

5. Areas with significant topographic breaks, major arterials or open space that provide a separation and transition to Lower Density Residential areas.

Finding: The only area adjacent to the site that is zoned Lower Density Residential is a public school.

Conclusion: The proposal complies with the requirements of VMC 20.420.025.

20.420.030 Uses

Finding: Multi-family dwellings are a permitted use in the R-22 zone.

Conclusion: The requirements of this code section are met.

20.420.040 Minimum and Maximum Densities

Finding: The proposal is to rezone the subject site to R-22 to allow for the addition of up to 28 units. This is the maximum number of units allowed on the site under the R-22 density standards. The minimum and maximum density limits are noted in the table below:

Zone	Total Area	Minimum Units Required	Maximum Units Allowed
R-22	1.26 acres	23	28

Conclusion: The proposal will comply with the density standards of the R-22 zone.

20.790 SEPA

Finding: A notice of application, public hearing and optional SEPA determination of nonsignificance was issued Sept. 27, 2017. One comment was received from the Dept. of Ecology. A final determination of nonsignificance was issued Oct. 31, 2017. No appeal was filed.

Conclusion: The requirements of SEPA have been met.

RECOMMENDATION

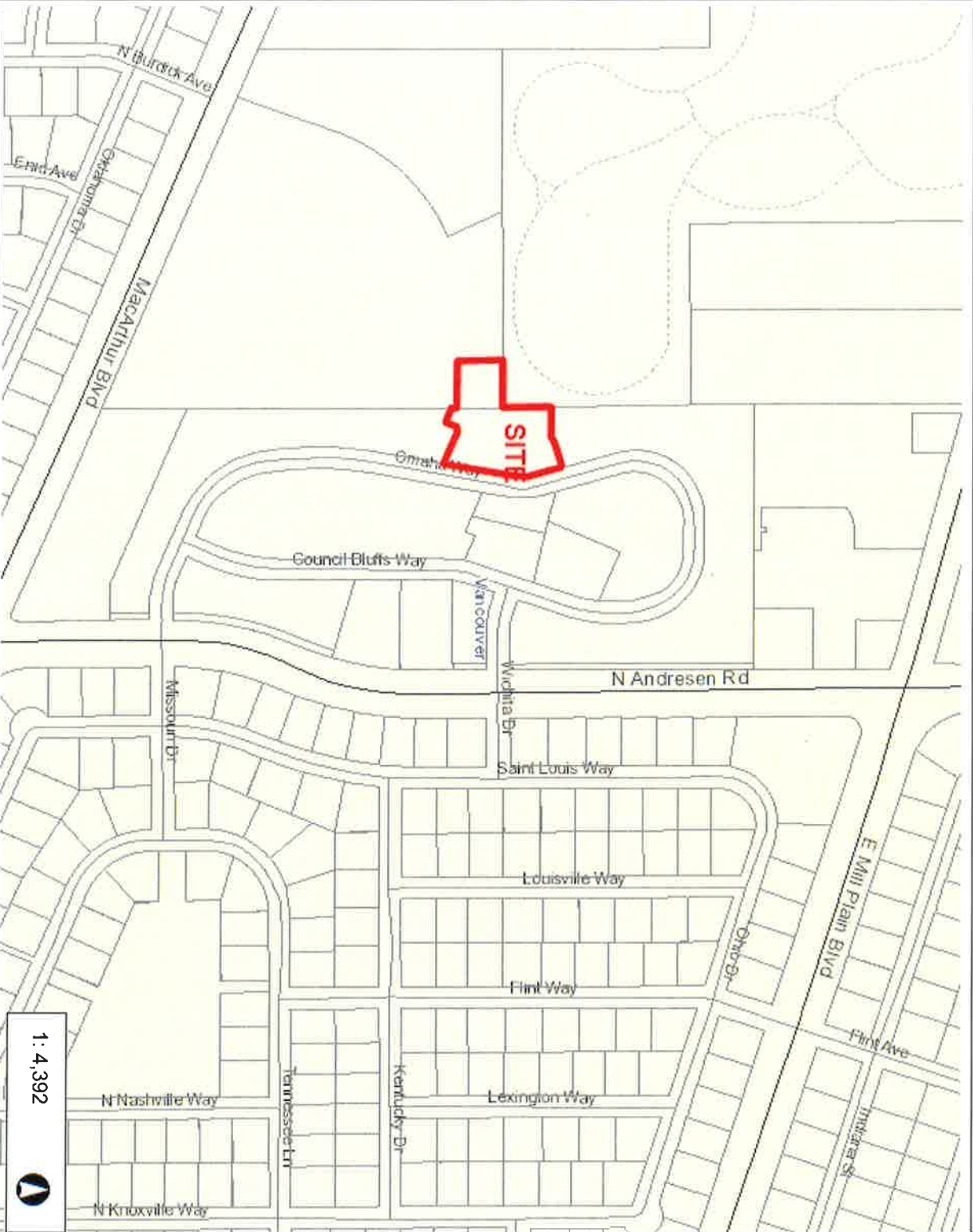
Approval of the requested zone change.

EXHIBITS

1. Staff Report
2. Vicinity map
3. Zoning map
4. Application
5. Applicant's narrative
6. Notice of Application, Public Hearing, and Optional SEPA Determination of Nonsignificance with environmental checklist dated Sept. 27, 2017
7. Letter from the Dept. of Ecology dated Oct. 27, 2017
8. Final Determination of Nonsignificance issued Oct. 31, 2017
9. Development Agreement recorded under #5291771 AGR dated June 9, 2016
10. Colliers International Forecast Report Q3 2017
11. Apartment List US Rent Report November 2017
12. Housing Snapshot dated February 2016
13. Apartment List US Rent Report November 2017



Caples Terrace



731.9

0

365.97

731.9 Feet

1: 4,392



WGS 1984 Web Mercator Auxiliary Sphere
Clark County, WA. GIS - <http://gis.clark.wa.gov>

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Legend

- Taxlots
- Cities Boundaries
- Urban Growth Boundaries

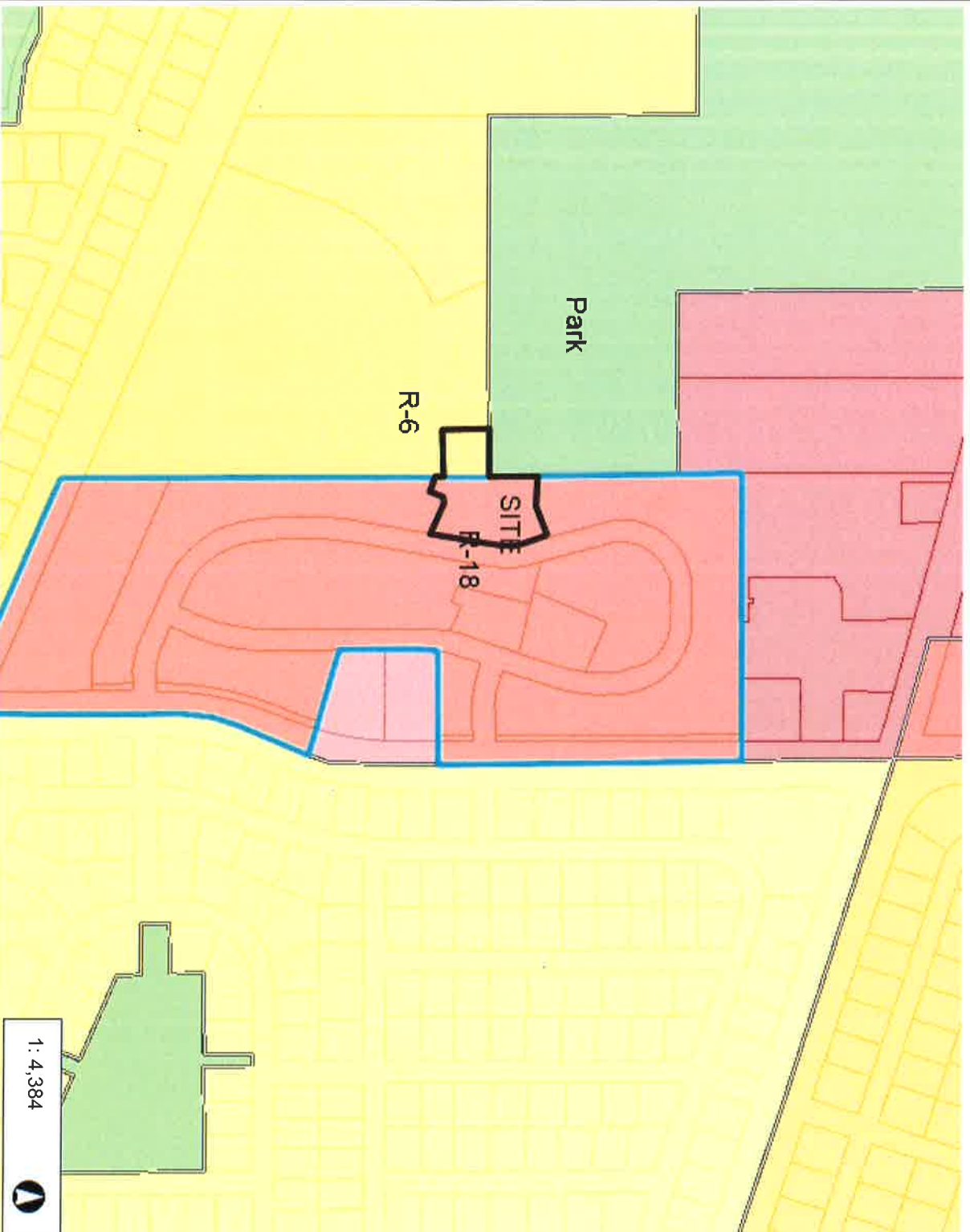
Notes:

EXHIBIT

2



Caples Terrace Zoning



Legend

- Zoning Overlay**
- Urban Reserve - 10 (UR-10)
 - Urban Reserve - 20 (UR-20)
 - Railroad Industrial Urban Reserve
 - Rural Industrial Land Bank Overlay
 - Railroad Industrial Overlay District
 - Urban Holding - 10 (UH-10)
 - Urban Holding - 20 (UH-20)
 - Airport Environs Overlay
 - Surface Mining Overlay District
 - Rural Center Mixed Use (RC-MX)
 - Existing Historic Resort
 - Mill Creek Overlay District
 - Highway 99 Overlay District
 - Activity Center Overlay
 - Transitional Area Overlay
 - Single Family Residential Area Overlay
 - Mixed Residential Area Overlay
 - Multifamily Residential Area Overlay
 - 78th Street Property
 - Columbia River Gorge Scenic Area
 - Vancouver - Multiple Overlays
 - Sewer Capacity Overlay
 - Infill Residential Development Area

Notes:

EXHIBIT

3

730.6 0 365.32 730.6 Feet
WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA, GIS - <http://gis.clark.wa.gov>

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Planning Permit Application

LAND USE PRELIMINARY APPLICATION (LUP)

415 W 6th ST ~ Vancouver, WA 98660
PO Box 1995 ~ Vancouver, WA 98668
Phone (360) 487-7800
www.cityofvancouver.us

Type Of Work		
☐ Type I	☐ Type II	☐ Type III
☒ Type IV	☐ Tree Removal Only **	
Use Type (Check One Box Only)		
☐ Single Family	☐ Commercial	☒ Multi-Family
☐ Industrial	☐ Residential	☐ Duplex
☐ Wireless Communications Facility (new) please see VMC 20.890		
Process Type		
☒ Standard		☐ Streamline

Project Site Information And Location	
Project site address:	500 Omaha Way, Vancouver, WA 98661
Suite/bldg./apt #:	
Project name:	Caples Terrace
Tax Assessor Serial Number:	37910274 and 37909801
Nearest intersection if no site address:	

Description Of Project
Rezone of property for demolition of community center and building of 25 unit low-income apartment building with supporting offices and maintenance shop.

PROPERTY OWNER	
Name	Vancouver Housing Authority
Address:	2500 Main Street
City/State/Zip:	Vancouver, WA 98660
Phone:	360 694 2501
E-mail:	rjohnson@vhausa.com

APPLICANT	
Name	Vancouver Housing Authority
Address:	2500 Main Street
City/State/Zip:	Vancouver, WA 98660
Phone:	360 992 0221
E-mail (required):	shamburg@vhausa.com

CONTACT or ELECTRONIC PLANS SUBMITTER*	
Name	Shawn Hamburg
Address:	2500 Main Street
City/State/Zip:	Vancouver, WA 98660
Phone:	360 992 0221
E-mail (required):	shamburg@vhausa.com

Additional Information	
Special Review type: (if applicable)	☐ Tenant Improvement ☐ Other ☐ Unoccupied Commercial/Utility Structure
Plan Approval Type: (if applicable)	☐ Conceptual ☐ Detailed ☐ Hybrid
Sewage Disposal:	☐ Septic ☒ Public
Water Source:	☐ Private Well ☒ Public
# of Units:	25
# of Proposed Lots:	2
# of Acres:	1.26
Size:	☒ Up to 25 acres ☐ Over 25 acres
Impervious Area sf:	33,505
Sq Ft:	Ground Floor: 7,189 Upper Floor: 6,088

Notice
I/we understand that per VMC 20.210.090 (Review for Counter Complete Status), if it is determined that the application is not complete, the City shall immediately reject and return the application. If submitting electronically, I/we understand that if my electronic plan submission is deemed to be incomplete I will receive notification after the prescreening process and review will not begin. I/we agree that City of Vancouver staff may enter upon the subject property at any reasonable time to consider the merits of the application, to take photographs and to post public notices.

Required Signatures	
Applicant signature:	
Print name:	SHAWN HAMBURG
Date:	4-21-17
Property Owner signature:	
Print name:	SHAWN HAMBURG
Date:	4-21-17

* Please note that the contact listed as "Electronic Plans Submitter" should be the individual responsible for accessing ePlans, (electronic plan review software), and will receive all ePlans correspondence.



APPLICATION SUB TYPES			
Please check all applicable boxes and enter information where necessary			
☐ Archaeological Predetermination <i>(fill out supplemental application)</i>			
☐ Binding Site Plan	☐ Land Extensive	☐ Non-Residential	
	☐ Commercial Pad	☐ Unoccupied Com/Utility Structure	
☐ Boundary Line Adjustment		# of lots to be reviewed:	
☐ Comprehensive Plan Amendment			
☐ Conditional Use Permit	Type of Use:		
	Civil Review required?	☐ Yes	☐ No
☐ Covenant Release			
☐ Critical Areas Permit <i>(fill out supplemental application)</i>	☐ Minor Exception		☐ Reasonable Use
	Area Types:		
	☐ Fish & Wildlife	☐ Frequency Flooded	
	☐ Geological Hazard	☐ Wetlands	
☐ Design Review <i>(contact case manager for submittal requirements)</i>	☐ Vancouver Central Park		
	☐ Downtown	☐ Exterior Modification Only	
☐ Development Agreement <i>(see VMC 20.250 for requirements)</i>	☐ Initial Agreement		
	☐ Modification		
	☐ Extension		
☐ Engineering Variance Request Road Modification <i>(see supplemental checklist)</i>	☐ Administrative		
	☐ Design Major		
	☐ Technical / Minor		
☐ Historic Preservation ** <i>(contact case manager for submittal requirements)</i>	Historic Type:		
	☐ Major Modification		
	☐ Place Property on Registry		
	☐ Special Valuation		
	Register Type:		
	☐ State	☐ Local	
	☐ National		
☐ Human Services Siting Request <i>(fill out supplemental application)</i>			
☐ Joint Use Parking Agreement <i>(see VMC 20.945.030 for requirements)</i>			
☐ Legal Lot Determination		# of lots to be reviewed:	
☐ Master Plan Public Facilities			
☐ Modification	Modification Type:		
	☐ Conditional Use	☐ Minor	
		☐ Major	
	☐ Mixed Use Master Plan		
	☐ Public Facilities Master Plan		
	☐ Planned Unit Development		
	☐ Post Decision Review		
Type:	☐ Planning	☐ Planning and Engineering	
☐ Planned Unit Development / Master Plan	☐ Commercial		
	☐ Mixed		
	☐ Residential		
☐ Preliminary Land Division	Plat Alteration?	☐ Yes	☐ No

☐ Preliminary Site Plan Review	☐ Commercial Pad	☐ Land Extensive
	☐ Non-Residential	☐ Residential
	☐ Unoccupied Comm'l/Utility Structure	
☐ Shoreline Permit	Request Type:	
	☐ Conditional Use	
	☐ Variance Request	
	☐ Substantial Development	
	Shoreline Designation:	
	☐ Aquatic	☐ Natural
	☐ High Intensity	☐ Medium Intensity
	☐ Urban Conservancy	
☐ Similar Use Determination ** <i>(see VMC 20.160.030 for requirements)</i>		
☐ Statement of Exemption **	Exemption Type:	
	☐ Shoreline Permit	
	☐ Critical Area Permit	
	Exemptions Requested: <i>(Critical Areas only)</i>	
	☐ Fish & Wildlife	☐ Wetlands
	☐ Geological Hazard	☐ Frequently Flooded
☒ State Environmental Policy (SEPA) <i>(fill out supplemental application)</i>	Use Type:	
	☐ Single Family	☒ Other
	SEPA Type:	
	☐ Grading	☐ Non-Projects
	☒ Other	☐ Site Plan Rev (RES)
	☐ Land-division or PUD	
☐ Temporary Use ** <i>(see VMC 20.885 for requirements)</i>	Temporary Use Type:	
	☐ Commercial/Industrial	
	☐ Unforeseen Emergency	
	☐ Seasonal or Special Event	
	☐ Model Home	
	☐ Temp Sales Office	
☐ Tree Plan <i>(see VMC 20.770.050 for requirements or see submittal requirement document for additional information)</i>	☐ Level 1	☐ Level 2
	☐ Level 3	☐ Level 4
	☐ Level 5	☐ Level 6
	☐ Level 7	
☐ Variance	Total # of Variance Requests:	
☐ Zoning Certification ** <i>(see FAQ document for additional information)</i>	Year Built:	
	Footprint/Lot Coverage:	
	Existing Building Height:	
	Existing # Parking Spaces:	
☐ Zoning Verification ** <i>(see FAQ document for additional information)</i>		
☒ Zoning Change	Change Type	With Comp Plan Change?
	☐ Map Change	☐ Yes
	☐ Code Change	☒ No
	Proposed Zoning:	R-22

**These application sub-types must be submitted as a separate LUP application. They may not be bundled with other sub-types.



VANCOUVER
HOUSING
AUTHORITY
2500 Main Street
Vancouver, WA 98660

Ph. 360.694.2501
Fx. 360.694.8369
TDD: 360.694.0842

City of Vancouver
Community Development
415 W 6th Street
Vancouver, WA 98660

April 21, 2017

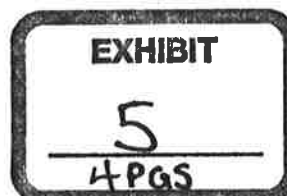
Rezone Narrative:

The proposed rezone change includes 1.26 acres which is currently zoned UH R-18 and PF R-6. This proposal includes changing the existing to Urban High Density Residential R22. Two properties include address 500 Omaha Way, Vancouver, WA 98661. The other parcel has no associated address. PINs are 37910274 and 37909801. These parcels are on attached documents.

Current use of the property includes single support offices, community center and maintenance shop for the surrounding Skyline Crest units. While only requesting a rezone at this time, the project currently under design and being considered includes demolition of existing community center and building of a 28 unit low-income apartment building with supporting offices and maintenance shop. This project would create permanently affordable multi-family rental units for low-income residents near schools and community facilities. Attached is a preliminary site plan and schematic.

Bordering the Northwest is Park Hill Cemetery zoned as P/OS. Bordering the South and West is Marshall Elementary School. The low-density R-6 property (parcel 37909801) is inconsistent with a majority of connecting properties also owned by Vancouver Housing Authority at Skyline Crest that represent approximately 15 acres of UH R-18. The bordering R-18 zoned properties and streets create a desirable buffer between properties. R-22 zoning will be an improvement along the Mill Plain corridor and will discourage urban sprawl. The properties are in close proximity to major public transportation on Andresen and E Mill Plain Blvd; two primary bus lines are within a 2 to 7 minute walking distance (0.1 to 0.3 miles). Also within this same walking distance is the Heights Shopping Center inclusive of a grocery store, pharmacy and banking.

In summary, a zone change to R-22 will be in the best interest of the public and is more consistent with the comprehensive plan than the combined existing zoning designation. It is an appropriate use and conforms to City zoning and comprehensive plans. This zoning change will also address two primary needs as stated in the City of Vancouver Consolidated Plan for Housing and Community Development, which is to increase the supply of affordable housing and provide for people who are at risk or homeless.



**Summary Information
of Caples Terrace**

(plan currently under design)

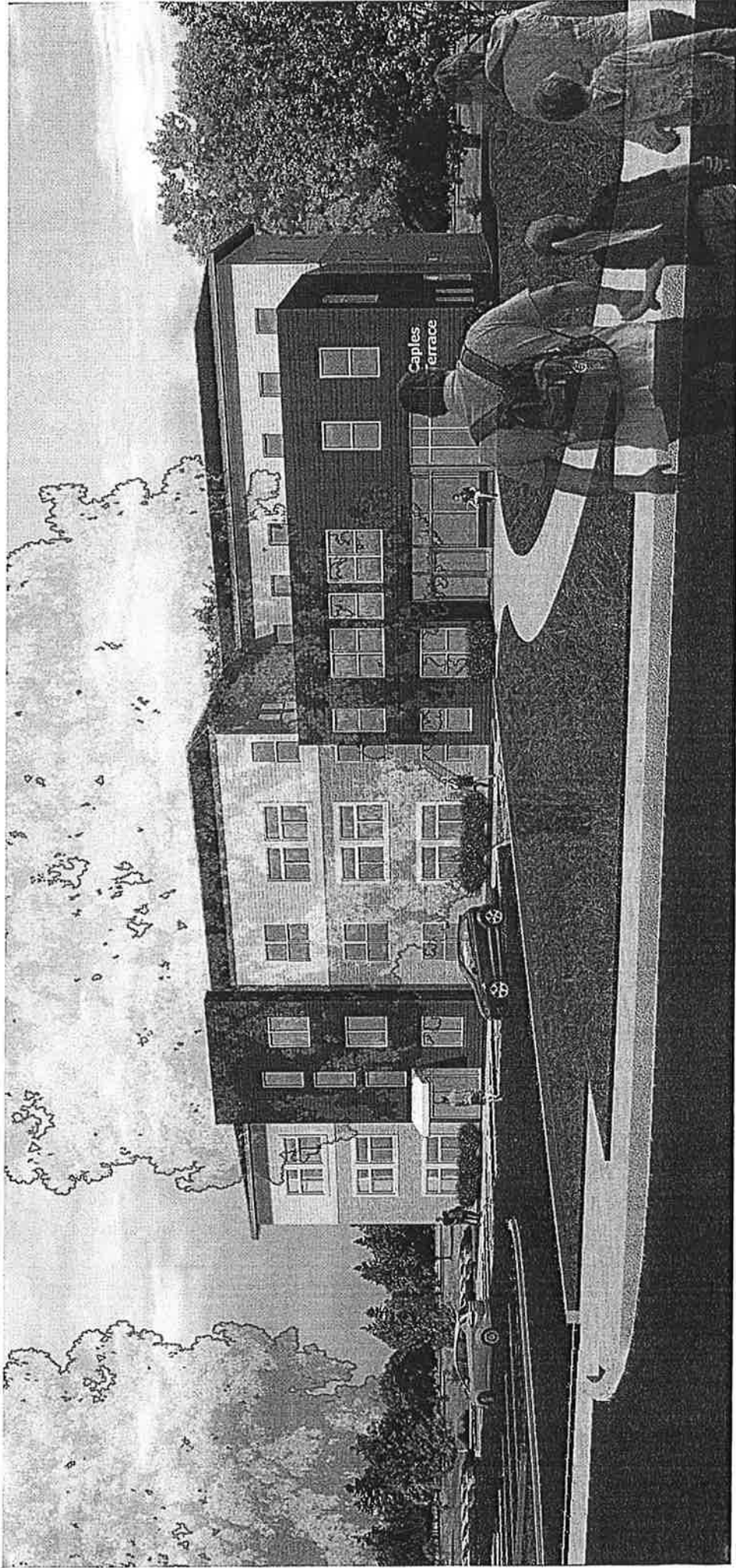
Parking Summary

Type	Qty
Standard	29
Compact	12
HC	5
Service	5
Total	46

Site Area Summary	Approx. Sq Ft
Maintenance Shop	1,316
Apartments/Office	7,189
Parking	25,000
Total Impermeable Area	33,505
Total Site Area	55,000

Floor Area Summary

Floor	Sq Ft
Ground Floor	7,189 (of which 1,389 is office space)
2 nd Floor	7,280
3 rd Floor	6,088
Maint	1,316

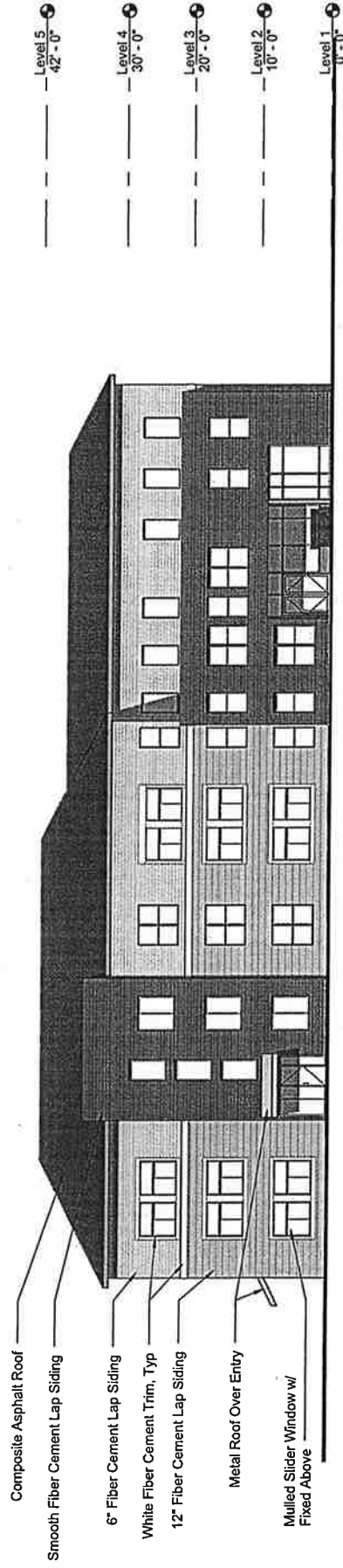


CAPLES TERRACE
Vancouver Housing Authority

Schematic Rendering
1/12/14 14910K



06



East Elevation

SCALE: 1/16" = 1'-0"



CAPLES TERRACE
Vancouver Housing Authority

Elevation
 1/12/14 14910K



10



P.O. Box 1995 • Vancouver, WA 98668-1995
www.cityofvancouver.us



Sept. 27, 2017

**Notice of Application, Public Hearing, and
Optional SEPA Determination of Nonsignificance
Caples Terrace Zone Change
PRJ-154928/LUP-61628**

Request: Rezone of two parcels from R-6 and R-18 to R-22 to allow for the addition of up to 28 multi-family dwelling units with supporting offices and a maintenance shop.

The application was submitted April 21, 2017, and deemed fully complete Sept. 20, 2017.

Location: 500 Omaha Way, approximately 450 feet west of North Andresen Road. Tax Lots 37909801 and 37910274 located in the SE Quarters of Section 30, Township 2N, Range 2E of the WM. The site is zoned R-6 and R-18.

Contact: Shawn Hamburg, Vancouver Housing Authority, 2500 Main Street, Vancouver, WA 98660. 360-992-0221.

Applicant/Owner: Vancouver Housing Authority, 2500 Main Street, Vancouver, WA 98660. 360-992-0221.

Public Hearing Scheduled Land Use Hearing conducted by the Hearing Examiner
Tuesday, Dec. 19, 2017, 6 p.m.
Council Chambers, 2nd Floor of City Hall
415 W. 6th Street, Vancouver, WA

Under the authority of VMC 20.790.230, the City of Vancouver will use the optional combined determination of nonsignificance (DNS) and notice of application process. Based on the initial review of the proposed project, the City of Vancouver expects to issue a DNS on the proposal, finding the project will not create probable significant adverse environmental impacts.

The comment period for the notice of application may be the only opportunity to comment on the environmental impacts of the proposal. The proposal may include mitigation measures under applicable codes, and the review process may incorporate or require mitigation measures regardless of whether an environmental impact statement is prepared.

Comments on the project received before 4 p.m., Oct. 27, 2017, will be incorporated into the staff report; comments received after that date will be presented at the hearing.

This notice is intended to inform potentially interested parties about the threshold determination and the public hearing, and to invite them to appear before the hearing examiner, to offer oral testimony, or to submit written statements for the record. The hearing examiner will make a recommendation to the City Council.

Procedural appeals to the SEPA determination shall be filed in writing within 14 calendar days following the issuance of the Final SEPA determination. The hearing examiner's decision of the SEPA procedural appeal shall be final and not subject to further administrative appeal.

Substantive SEPA appeals shall be filed in writing within 14 calendar days of the issuance of the examiner's decision approving, conditioning, or denying the project.

A copy of the final determination may be obtained upon written request. Please include any one of the project numbers listed.

Information regarding this application may be examined at the Permit Center, located at 415 W. 6th Street, Vancouver, WA, Monday through Friday between the hours of 8 a.m. and 12:30 p.m. and 1:30 p.m. and 4 p.m., except Wednesday, when Permit Center hours begin at 9 a.m.

Case Manager: Andrew Reule, AICP, Senior Planner, 360-487-7891

E-mail: andrew.reule@cityofvancouver.us

Mailing Address: Community & Economic Development Dept., PO Box 1995, Vancouver, WA 98668



Andrew Reule

9-27-17

Date

Coverage of this hearing is being cablecast live on Clark/Vancouver Television Channel 23, Comcast Cable Television System. For replay dates and times, please check newspaper listings or telephone 360-487-8703.

Vancouver City Hall is served by C-Tran Routes 2, 3, 4, 25, 30, 32, 37 and 105. For schedule information, telephone C-Tran, 360-695-0123.

LUP-61628



SUBMIT TO:
City of Vancouver
Community & Economic Development
415 W. 6th ST
Vancouver, WA 98660
www.cityofvancouver.us

SEPA ENVIRONMENTAL CHECKLIST

WAC 197-11-960

Property Owner: VANCOUVER HOUSING AUTHORITY Telephone: 360 992 0221
(Print or Type Name)
Mailing Address: 2500 MAIN STREET, VANCOUVER, WA 98660
(No., City, State, ZIP)
Applicant: SAME Telephone: _____
(Print or Type Name)
Mailing Address: _____
(No., City, State, ZIP)
Relationship to Owner: OWNER
Tax Assessor Serial Number(s): 37909801 and 37910274
Legal description: Lot(s) _____ Block(s) _____ Plat name _____
(If a Metes and Bounds description, check here ☒, and attach narrative to this application.)
Site Address (if any): 500 Omaha Way, Vancouver, WA 98661

② Include 8½" x 11" copies of ☒ Quarter Section Map, ☒ Topographic Map, ☒ Scaled Site Plan. Delineate site on maps.
Notice to Applicants: You must use the current revision of this form or your application will not be accepted. If you use our disk version of this form (MS Word 6.0) you may not alter the format. Make sure you have the current version before submittal.

Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants: [help]

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Instructions for Lead Agencies:

Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for nonproject proposals: [help]

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (part D). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements—that do not contribute meaningfully to the analysis of the proposal.

A. BACKGROUND [help]

1. Name of proposed project, if applicable: [help]
Caples Terrace. No project is being proposed at this time. However, answers in this SEPA will be addressed assuming that the Caples Terrace project were to move forward
2. Name of applicant: [help]
Vancouver Housing Authority
3. Address and phone number of applicant and contact person: [help]
2500 Main Street, Vancouver, WA 98660
Shawn Hamburg 360 992 0221
4. Date checklist prepared: [help]
4/20/2017
5. Agency requesting checklist: [help]
City of Vancouver
6. Proposed timing or schedule (including phasing, if applicable): [help]
n/a
7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. [help]
Yes, potential building of 28 unit low-income apartment building with supporting offices and maintenance
8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal. [help]
2015 Environmental Study (HUD)
Phase I Environmental Site Assessment
9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. [help] No
10. List any government approvals or permits that will be needed for your proposal, if known. [help]
11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.) [help]
Demo and build of a 28 unit apartment complex with office and support.
12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist. [help]
500 Omaha Way, Vancouver WA 98660 and adjacent property.
Property Identification Numbers are 37910274 and 37909801 and are outlined on attached topographical, section map and legal lot desc.

*Review and Site
Plan Review*

B. ENVIRONMENTAL ELEMENTS [\[help\]](#)**1. Earth**

- a. General description of the site [\[help\]](#)
(circle one): Flat, rolling, hilly, steep slopes, mountainous,
other flat with some slope
- b. What is the steepest slope on the site (approximate percent slope)? [\[help\]](#)
0-8%
- c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils. [\[help\]](#)
Based on GIS mapping, site has non-hydric soil WrB (Wind River gravelly loam, 0-8 percent slopes) and LgB (Lauren gravelly loam, 0-8% slopes).
- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. [\[help\]](#)
No
- e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill. [\[help\]](#)
Unknown at this time
- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe. [\[help\]](#)
Unknown, not likely
- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? [\[help\]](#)
Approximately 60%
- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any: [\[help\]](#)

2. Air

- a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known. [\[help\]](#)
None known
- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. [\[help\]](#)
No
- c. Proposed measures to reduce or control emissions or other impacts to air, if any: [\[help\]](#)

*Applicant must comply
with city's erosion
control ord.*

Vehicle exhaust

3. Water

a. Surface Water: [\[help\]](#)

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into. [\[help\]](#)

None

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans. [\[help\]](#)

No

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material. [\[help\]](#)

None

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known. [\[help\]](#)

No

- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan. [\[help\]](#)

No

- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge. [\[help\]](#)

No

b. Ground Water:

- 1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known. [\[help\]](#)

No

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve. [\[help\]](#)

None

c. Water runoff (including stormwater):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe. [\[help\]](#)

Stormwater is collected in drywells on site

- 2) Could waste materials enter ground or surface waters? If so, generally describe.
[help]
No
- 3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.
n/a
- 4) Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

4. Plants [help]

- a. Check the types of vegetation found on the site: [help]
☒ deciduous tree: alder, maple, aspen, other
☒ evergreen tree: fir, cedar, pine, other
☒ shrubs
☒ grass
☐ pasture
☐ crop or grain
☐ Orchards, vineyards or other permanent crops.
☐ wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
☐ water plants: water lily, eelgrass, milfoil, other
☐ other types of vegetation
- b. What kind and amount of vegetation will be removed or altered? [help]
unknown
- c. List threatened and endangered species known to be on or near the site. [help]
unknown if any
- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: [help]
unknown at this time
- e. List all noxious weeds and invasive species known to be on or near the site.
None identified

5. Animals

- a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. Examples include: [help] None
 birds: hawk, heron, eagle, songbirds, other:
 mammals: deer, bear, elk, beaver, other:
 fish: bass, salmon, trout, herring, shellfish, other:
- b. List any threatened and endangered species known to be on or near the site. [help]
Unknown
- c. Is the site part of a migration route? If so, explain. [help]
Unknown

*Comply with city's
landscaping ord.*

Songbirds likely

Pacific flyway.

- d. Proposed measures to preserve or enhance wildlife, if any: [\[help\]](#)

Landscaping required

- e. List any invasive animal species known to be on or near the site.
Unknown

6. Energy and natural resources

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. [\[help\]](#)

Unknown at this time. Most-likely electric, heating, lighting, etc.

- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe. [\[help\]](#)

No

- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any: [\[help\]](#)

Unknown at this time

*Compliance with
Washington Energy
code.*

7. Environmental health

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste that could occur as a result of this proposal? If so, describe. [\[help\]](#)

Chemicals stored on site.

- 1) Describe any known or possible contamination at the site from present or past uses.

Unknown

- 2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

- 3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

Unknown

- 4) Describe special emergency services that might be required.

- 5) Proposed measures to reduce or control environmental health hazards, if any:

*Comply with
requirements of
HUD enviro. review
& Phase I ESA.*

b. Noise

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? [\[help\]](#)

None

- 2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site. [\[help\]](#)
Unknown at this time

*Traffic generation
from 28 residential
units.*

- 3) Proposed measures to reduce or control noise impacts, if any: [\[help\]](#)

8. Land and shoreline use

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe. [\[help\]](#)
Unknown at this time.

- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use? [\[help\]](#)

No

- 1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how: No

- c. Describe any structures on the site. [\[help\]](#)

Community center and offices, maintenance shop, warehouse.

- d. Will any structures be demolished? If so, what? [\[help\]](#)

Yes. All of item (c) above.

- e. What is the current zoning classification of the site? [\[help\]](#)

R-6 and R-18

- f. What is the current comprehensive plan designation of the site? [\[help\]](#)

PF and UH

- g. If applicable, what is the current shoreline master program designation of the site?

[\[help\]](#) n/a

- h. Has any part of the site been classified as a critical area by the city or county? If so, specify. [\[help\]](#)

No

- i. Approximately how many people would reside or work in the completed project? [\[help\]](#)

Unknown, likely 30

- j. Approximately how many people would the completed project displace? [\[help\]](#)

None

*VHA Housing facility
& maintenance bldg.*

- k. Proposed measures to avoid or reduce displacement impacts, if any: [\[help\]](#)
- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: [\[help\]](#)
- m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any:

*Compliance with city
land use laws.*

NA

9. Housing

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing. [\[help\]](#)
26 low-income housing units
- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing. [\[help\]](#)
None
- c. Proposed measures to reduce or control housing impacts, if any: [\[help\]](#)

10. Aesthetics

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? [\[help\]](#)
42', HardiePlank
- b. What views in the immediate vicinity would be altered or obstructed? [\[help\]](#)
None different than existing
- c. Proposed measures to reduce or control aesthetic impacts, if any: [\[help\]](#)

11. Light and glare

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur? [\[help\]](#) Site/Street lighting in evening. Unlikely any glare.
- b. Could light or glare from the finished project be a safety hazard or interfere with views? [\[help\]](#) No
- c. What existing off-site sources of light or glare may affect your proposal? [\[help\]](#)
None
- d. Proposed measures to reduce or control light and glare impacts, if any: [\[help\]](#)

12. Recreation

- a. What designated and informal recreational opportunities are in the immediate vicinity?
[\[help\]](#)
Playground
- b. Would the proposed project displace any existing recreational uses? If so, describe.
[\[help\]](#)
No
- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: [\[help\]](#)

13. Historic and cultural preservation

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe. [\[help\]](#)
No
- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources. [\[help\]](#)
No
- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc. [\[help\]](#)
Archaeological, geotechnical, and environmental surveys have been conducted.
- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

14. Transportation

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.
[\[help\]](#)
Andresen Street. No change to access.
- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop? [\[help\]](#)
Nearest bus service 0.1 miles
- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? [\[help\]](#)
Current site total 27. New site total 46. Additional 19.

- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private). [help]

Unknown

*Subject to city
Transportation
Standards.*

- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe. [help]

No

- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates? [help] Unknown

- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

No

*Trip generation
report req'd.*

- h. Proposed measures to reduce or control transportation impacts, if any: [help]

15. Public Services

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe. [help] Unknown

- b. Proposed measures to reduce or control direct impacts on public services, if any. [help]

*Equivalent of 28
residential units
property taxes &
impact fees.*

16. Utilities

- a. Circle utilities currently available at the site: [help]
electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other _____

- b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed. [help]

C. SIGNATURE [HELP]

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: SHAWN HAMBURG

Name of signee: SHAWN HAMBURG

Position and Agency/Organization: PLANNING & PROCUREMENT

Date Submitted: 4-21-2017



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PO Box 47775 · Olympia, Washington 98504-7775 · (360) 407-6300
711 for Washington Relay Service · Persons with a speech disability can call 877-833-6341

October 27, 2017

Andrew Reule, AICP, Senior Planner
City of Vancouver
Community & Economics Development
PO Box 1995
Vancouver, WA 98668

Dear Mr. Reule:

Thank you for the opportunity to comment on the optional determination of nonsignificance/notice of application for the Caples Terrace Zone Change Project (PRJ-154928 & LUP-61628) located at 500 Omaha Way as proposed by Shawn Hamburg, Vancouver Housing Authority. The Department of Ecology (Ecology) reviewed the environmental checklist and has the following comment(s):

TOXICS CLEANUP: Craig Rankine (360) 690-4795

There are known contaminated site(s) within approximately half-a-mile of the proposed SEPA action. The site(s) include, but may not be limited to following, see Ecology Facility Site ID No's, site name and project manager:

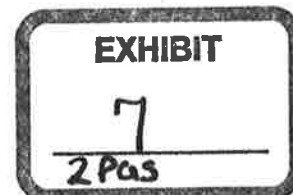
- 1049 Custom Care Cleaners (Kirsten Alvarez [360] 407-6246)

If environmental contamination is discovered at the site of the proposed action, it must be reported to Ecology's Southwest Regional Office by contacting the Environmental Report Tracking System Coordinator at (360) 407-6300. For assistance regarding cleanup information on sites listed above contact the Ecology project manager. The applicant should make sure only clean soil is used as fill. Provisions and equipment should be on hand to contain and cleanup a release of oil or fuel from heavy equipment operation.

WATER QUALITY: Chris Montague-Breakwell (360) 407-6364

Erosion control measures must be in place prior to any clearing, grading, or construction. These control measures must be effective to prevent stormwater runoff from carrying soil and other pollutants into surface water or stormdrains that lead to waters of the state. Sand, silt, clay particles, and soil will damage aquatic habitat and are considered to be pollutants.

Any discharge of sediment-laden runoff or other pollutants to waters of the state is in violation of Chapter 90.48 RCW, Water Pollution Control, and WAC 173-201A, Water Quality Standards for Surface Waters of the State of Washington, and is subject to enforcement action.



The following construction activities require coverage under the Construction Stormwater General Permit:

1. Clearing, grading and/or excavation that results in the disturbance of one or more acres **and** discharges stormwater to surface waters of the State; and
2. Clearing, grading and/or excavation on sites smaller than one acre that are part of a larger common plan of development or sale, if the common plan of development or sale will ultimately disturb one acre or more **and** discharge stormwater to surface waters of the State.
 - a) This includes forest practices (including, but not limited to, class IV conversions) that are part of a construction activity that will result in the disturbance of one or more acres, **and** discharge to surface waters of the State; and
3. Any size construction activity discharging stormwater to waters of the State that Ecology:
 - a) Determines to be a significant contributor of pollutants to waters of the State of Washington.
 - b) Reasonably expects to cause a violation of any water quality standard.

If there are known soil/ground water contaminants present on-site, additional information (including, but not limited to: temporary erosion and sediment control plans; stormwater pollution prevention plan; list of known contaminants with concentrations and depths found; a site map depicting the sample location(s); and additional studies/reports regarding contaminant(s)) will be required to be submitted.

You may apply online or obtain an application from Ecology's website at: <http://www.ecy.wa.gov/programs/wq/stormwater/construction/> - Application. Construction site operators must apply for a permit at least 60 days prior to discharging stormwater from construction activities and must submit it on or before the date of the first public notice.

Ecology's comments are based upon information provided by the lead agency. As such, they may not constitute an exhaustive list of the various authorizations that must be obtained or legal requirements that must be fulfilled in order to carry out the proposed action.

If you have any questions or would like to respond to these comments, please contact the appropriate reviewing staff listed above.

Department of Ecology
Southwest Regional Office

(SM:201705103)

cc: Chris Montague-Breakwell, WQ
Craig Rankine, VFO/TCP
Shawn Hamburg, Vancouver Housing Authority (Applicant/Owner)



P.O. Box 1995 • Vancouver, WA 98668-1995
www.cityofvancouver.us

Oct. 31, 2017

**Notice of Final Determination of Nonsignificance
Caples Terrace Zone Change
PRJ-154928/LUP-61628**

The city issued a DNS for this project Sept. 27, 2017; this determination is retained. The city received comments from the Department of Ecology (see attached). It has been determined the following described project will not have a probable significant adverse impact on the environment. Under the authority of WAC 197-11-330(1) and 197-11-350, a determination of nonsignificance has been issued.

Request: Rezone of two parcels from R-6 and R-18 to R-22 to allow for the addition of up to 28 multi-family dwelling units with supporting offices and a maintenance shop.

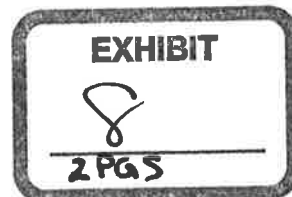
Location: 500 Omaha Way, approximately 450 feet west of North Andresen Road. Tax Lots 37909801 and 37910274 located in the SE Quarters of Section 30, Township 2N, Range 2E of the WM. The site is zoned R-6 and R-18.

Contact: Roy Johnson, Vancouver Housing Authority, 2500 Main Street, Vancouver, WA 98660. 360-694-2501.

Applicant/Owner: Vancouver Housing Authority, 2500 Main Street, Vancouver, WA 98660. 360-992-0221.

Neighborhood Association: Vancouver Heights

Requests to appeal this decision must be made in writing within 14 calendar days after the date the decision is mailed. The letter of appeal shall state the case number designated by the city, the name of the applicant, name and signature of each petitioner, a statement showing that each petitioner is entitled to file the appeal under VMC Chapter 20.210, the specific aspect(s) of the decision and/or SEPA issue being appealed, the reasons each aspect is in error as a matter of fact or law, and the evidence relied on to prove the error. A substantive appeal of the SEPA determination must be filed in conjunction with and within the limitation period applicable to an available administrative appeal of the applicable permit or approval (VMC 20.790.640.D).



All appeals, along with the required fee, must be received by 4 p.m., Nov. 14, 2017.

Submit the appeal request and fee to Community & Economic Development Department, Permit Center, 415 W. 6th Street, or mail to PO Box 1995, Vancouver, WA 98668-1995.

Permit center hours are 8 a.m.–12:30 p.m. and 1:30 p.m.–4 p.m., except Wednesday, when permit center hours begin at 9 a.m.

Responsible Official: Andrew Reule, Senior Planner, PO Box 1995, Vancouver, WA 98668

Telephone: 360-487-7891

Email: andrew.reule@cityofvancouver.us



Andrew Reule

10-31-17

Date

5291771 AGR

RecFee - \$93.00 Pages: 21 - CITY OF VANCOUVER
Clark County, WA 06/09/2016 02:31



WHEN RECORDED RETURN TO:

City of Vancouver – City Clerk's Office
PO Box 1995
Vancouver, WA 98668-1995

Document Title(s):

Development Agreement Vancouver Housing Authority

Reference Numbers(s) of Related Documents:

Grantor(s):

City of Vancouver

Additional Grantors on Page _____

Trustee(s)

Grantee(s):

**Housing Authority of the City of Vancouver
Boys and Girls Clubs of SW Washington
Bridgeview Housing Inc**

Additional Grantees on Page _____

Legal Description: (abbreviated form i.e. lot, block, plat or section township, range, quarter/quarter)

**VHA Skyline Crest Short Plat 4-052 Lots 1 and 5, and #15 Patrick Donegan DLC,
located in the SE ¼ of Section 30, T2N, R2E**

Additional Legal on Page _____

Assessor's Property Tax Parcel/Account Number:

37909801; 37910274

Additional Parcel #'s on Page _____

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



When Recorded, Return to:
City of Vancouver
P.O. Box 1995
Vancouver, WA 98660

ABOVE SPACE RESERVED FOR RECORDING INFORMATION

DEVELOPMENT AGREEMENT
Vancouver Housing Authority

This Development Agreement ("Agreement") is entered into by and between the CITY OF VANCOUVER, a Washington Municipal Corporation (hereafter referred to as the "City"), Boys and Girls Club, a Washington non-profit corporation, Bridgeview Housing Inc., a Washington non-profit corporation, Caples Terrace LLLP, a Washington limited liability limited partnership and HOUSING AUTHORITY OF THE CITY OF VANCOUVER, a Washington Municipal Corporation (who shall be collectively referred to herein as VHA") and shall be effective as of the last signed date below.

RECITALS

A. WHEREAS, VHA owns sixteen and forty five hundredths of an acre (16.45) of real property referred to herein as "Skyline Crest", located at 500 Omaha Way west of Andresen Road and north of McLoughlin Boulevard in the City of Vancouver, Washington, more fully described in Exhibit "A", which is attached hereto and incorporated by reference herein (hereafter, the "Property"); and,

B. WHEREAS, VHA is proposing a Thirty One million dollar (\$31,000,000) renewal and redevelopment project for Skyline Crest, which will include a series of phased projects extending over a period of several years. Those projects include: 1) complete renovation of the Skyline Crest low-income apartment complex; 2) a recreation and meeting center for youth to be developed by the Boys and Girls Club; 3) an education and employment resource center to be developed by Bridgeview Housing; 4) a twenty five-to-thirty unit, three story apartment complex to be known as Caples Terrace; 4) a new maintenance facility to be

DEVELOPMENT AGREEMENT - 1

constructed to the west of Caples Terrace; and 5) a potential health services clinic to support Skyline residents located at the corner of Wichita Drive and Council Bluffs Way. The clinic is optional as of the date of this Agreement. A rendering of the overall project is attached hereto as Exhibit "B".

C. WHEREAS, Skyline Crest was originally constructed in 1963 as a 150-unit apartment complex for low-income persons and is unique among local public housing projects since the units were constructed as fifty-nine stand-alone duplexes and four-plexes; and

D. WHEREAS, because of the age of Skyline Crest, significant renovations and upgrades of its housing units are necessary including but not limited to new exteriors and interiors of all remaining units, drainage improvements and increased energy efficiency; and

E. WHEREAS, in order to accomplish such renovations, VHA has formed Skyline Crest LLLP, a Washington limited liability limited partnership of which VHA is the sole general partner, to participate in the financing for the renovations described herein at an estimated cost of 31 million dollars; and

F. WHEREAS, construction work began on the renovation of existing residential units in the fall of 2015 and is estimated to be complete within twenty-four months of the start date; and

G. WHEREAS, in addition to renovations of the residential units, several other new projects will be constructed at Skyline Crest. The first two include a Boys and Girls Club and a facility known as the Bridgeview Education and Employment Resource Center ("Bridgeview"). The Boys and Girls Club will construct an approximately 13,000 sq/ft facility which will be completed over a ten-month construction schedule. Upon completion, Boys and Girls Club will deed the facility to VHA. The Bridgeview facility, estimated to be 8,500 square feet, will be constructed by Bridgeview Housing and will be directly adjoining the Boys and Girls Club. The project is currently in the process of a capital campaign with anticipated construction beginning 2017. Upon completion, Bridgeview will be deeded to VHA. VHA will provide operating leases to the Boys and Girls Club and to Bridgeview and VHA shall have ownership and access to both buildings for the benefit of the residents at Skyline Crest; however, both facilities will be available to serve other area residents as well. Many of the households adjacent to the Skyline Crest area are composed of single parents with very low incomes and these facilities will assist in providing children a safe haven after school and learning and education opportunities for both children and their parents. Both facilities will utilize a shared parking lot and will construct all required sidewalk, landscaping and street improvements in an appropriately phased construction schedule as described herein. Anticipated cost of infrastructure improvements is \$700,000 to be shared proportionally with VHA paying for Bridgeview's share; and

H. WHEREAS, in order to facilitate construction of the Boys and Girls Club and Bridgeview and related parking facilities, four residential structures containing twelve units

were demolished and residents relocated to alternate sites or provided housing assistance vouchers; and

I. WHEREAS, on the western side of the Property, VHA proposes to demolish the existing Rise and Stars Community Center and construct Caples Terrace, a three-story, twenty-five to thirty-five unit apartment complex composed primarily of single-bedroom and studio apartments. The project will be constructed by Caples Terrace LLLP of which VHA is the sole general partner. A small portion of property adjacent to the Caples Terrace parcel on the west and referred to as lot 6 is currently zoned R-6 and will need to be rezoned to R-18. VHA has submitted a rezone application for that parcel. The smaller units in Caples Terrace are intended to primarily serve youth aging out of foster care, unaccompanied homeless youths and others who would benefit from the range of services provided by the Bridgeview facility. A new maintenance/warehouse facility is proposed to be constructed behind Caples Terrace; and

J. WHEREAS, east of the parking lot for the Boys and Girls Club and Bridgeview, VHA proposes to utilize one of the residential units located at the corner of Wichita Drive and Council Bluffs Way as a social and health services outreach clinic which would be available to Skyline Crest households as well as families visiting the Boys and Girls Club and Bridgeview and other low-income households in the area. The clinic is optional as of the date of this Agreement. The parcel is currently zoned R-18, and VMC 20.420.060 permits medical offices in an R-18 zone subject to the locational requirements in VMC 20.430.060, one of which requires that such uses be located along no less than a minor arterial street. Although the overall project is located adjacent to Andresen Road, a major arterial street, the clinic would not have direct frontage on Andresen. The City has the authority to waive some or all of such requirements pursuant to RCW 35.83.030, and VHA is requesting flexibility in this locational requirement.

K. WHEREAS, on March 27, 2015, the City approved the proposed Skyline Crest Short Plat PRJ-147358/LUP-42503 with conditions. The short plat created five individual parcels in the R-18 zone. It is recognized that the parcels created by the Short Plat were created for tax credit, financial and federal Housing and Urban Development requirements and considerations; and

L. WHEREAS, the multifaceted, proposed redevelopment of Skyline Crest as described herein, the phased development of different projects over an extended time-line and the need for coordinated planning of improvements necessitates the use of a detailed Development Agreement that provides both VHA and the City with a sufficient level of certainty for the phased construction of the Project. Because of the multi-phased projects, it is likely that project construction of one phase will overlap with another. This may require deferring certain required improvements from one project to a later time so as not to delay or otherwise interfere with the construction schedule of a another phase of the Project subject to reasonable timing requirements for final completion; and

M. WHEREAS, the City is a Washington Municipal Corporation with land use planning and permitting authority over all land within its corporate limits; and

N. WHEREAS, the City has the authority to enter into Development Agreements pursuant to RCW 36.70B.170 which provides:

The Legislature finds that the lack of certainty of the approval of development projects can result in a waste of public and private resources, escalate housing costs for consumers and discourage the commitment to comprehensive planning which would make maximum efficient use of resources at the least economic cost to the public. Assurance to a development project applicant that upon government approval the project may proceed in accordance with existing policies and regulations, and subject to conditions of approval, all is set forth in a development agreement, will strengthen the public planning process, encourage private participation and comprehensive planning, and reduce the economic cost of development; and,

O. WHEREAS, the City is further authorized to enter into Development Agreements pursuant to Vancouver Municipal Code (“VMC”) Ch. 20.250; and

P. WHEREAS, the Vancouver Housing Authority is authorized by state law to provide housing and related projects for low-income persons; and

Q. WHEREAS, The Project is proposing to invest over Thirty One Million Dollars (\$31,000,000.00) to construct a series of phased projects over a two- to three-year period. The rehabilitation of one hundred and thirty-eight housing units at Skyline Crest that will continue to house low-income tenants who qualify for subsidized housing is a significant benefit to the City and its residents; and

R. WHEREAS, the City and VHA recognize that the development of the Project is subject to significant time constraints due to financing requirements which require that several phases of the Project commence construction in September 2015. Because of such time constraints, there is a need to insure that all governmental approvals are obtained well in advance of the required dates to commence construction; and

S. WHEREAS, the City’s Comprehensive Plan Policies provide for housing options for all economic segments of the population, encourage equal and fair access to housing for renters and homeowners and seek housing affordability by “formulating innovative policies, regulations and practices” by targeting “affordability programs toward households with incomes below the median.” City Housing Policies H-1 and H-2.

T. WHEREAS, RCW 35.83.010 authorizes state and local government to support the development of low-income housing, as follows:

Finding and declaration of necessity.

"It has been found and declared in the housing authorities law that there exist in the state unsafe and insanitary housing conditions and a shortage of safe and sanitary dwelling accommodations for persons of low income; that these conditions necessitate excessive and disproportionate expenditures of public funds for crime prevention and punishment, public health and safety, fire and accident protection, and other public services and facilities; and that the public interest requires the remedying of these conditions. It is hereby found and declared that the assistance herein provided for the remedying of the conditions set forth in the housing authorities law constitutes a public use and purpose and an essential governmental function for which public moneys may be spent, and other aid given; that it is a proper public purpose for any state public body to aid any housing authority operating within its boundaries or jurisdiction or any housing project located therein, as the state public body derives immediate benefits and advantages from such and authority or project; and that the provisions hereinafter enacted are necessary in the public interest."; and

U. WHEREAS, RCW 35.83.030(4) specifically provides that municipalities are authorized to modify their zoning and land use provisions in order to accommodate housing authorities in the development and construction of low-income housing; and

V. WHEREAS, the City has worked cooperatively with VHA over many years to financially assist and accommodate VHA housing and related projects in accordance with state law; and

W. WHEREAS, by entering into this Development Agreement, the City and VHA intend to provide increased predictability to both VHA and the City regarding the proposed development of the Property.

NOW, THEREFORE, based on the foregoing Recitals, the parties agree as follows:

AGREEMENT

1. Development Agreement: This Agreement is a Development Agreement to be implemented in accordance with RCW 36.70B.170 through RCW 36.70B.210 and VMC Ch. 20.250. It shall become a contract between VHA and the City upon the City's approval by resolution following a public hearing as provided for in RCW 36.70B.170 and VMC 20.250.050.

2. Authority to modify or waive zoning and development regulations. In accordance with RCW 35.83.030(4) and as set forth in the findings, the City is authorized to modify

DEVELOPMENT AGREEMENT - 5

or waive zoning and development regulation requirements in order to facilitate construction of low-income housing and related aspects of the Project. The recitals set forth above are hereby adopted as findings in support of this Agreement.

3. Effective Date and Duration of Agreement: This Agreement shall take effect immediately upon its adoption by the City Council and execution by all parties; provided that, any time periods specified in this Agreement shall be tolled pending any appeals of any city, state or federal land use decisions entitling VHA to commence or complete development and shall be effective until December 31, 2020.

4. Definition of Project: For purposes of this Agreement, the term "Project" shall mean those separate phased projects listed below and as shown on Exhibit C:

- a. Site Demolition and Utility upgrades- site demolition for BGC/Bridgeview completed.
- b. Boys and Girls Club- expected completion date March 2016.
- c. Bridgeview Education and Employment Resource Center- expected completion date- December 2017
- d. Skyline Crest residential units upgrade and construction of property management/maintenance facility- expected completion date November 2016.
- e. Caples Terrace Apartments- expected completion date December 2019.
- f. Social and Health Services Outreach Facility- optional with an expected completion date of November 2017.

5. Vesting: The Project shall be vested to, and with, the following uses, design standards and mitigation measures through the year 2020:

a. Uses

All uses approved with this application together with uses currently permitted within the existing zoning.

b. Design Standards

All setbacks, landscape standards, design and architectural standards, street and pedestrian standards, parking standards, floor area ratio and building coverage standards, storm water, sewer, water and other utility standards and all other planning or engineering standards applicable to the development of the Project; all as provided for or identified on any and all project application documents including but not limited to any Preliminary Site Plan. Provided that with regard to storm water standards, the Project may design the storm water system to the City's current standards and not be

required to comply with the 2012 Permit requirements if all required applications and plans are submitted and approved prior to January 1, 2017, and if construction of the project is started prior to January 1, 2022.

c. Streets and Roads

All street and road standards as may be applicable to the Project.

d. Other Regulations

Any and all development regulations not otherwise referenced above including but not limited to provisions of the City's Municipal Code, Comprehensive Plan, permit requirements and compliance mandates that govern development of the Project (collectively referred to as "Development Regulations") in effect as of the day of City Council approval of this Agreement shall apply for the duration of this Agreement except as modified by this Agreement. VHA is assured that and the City agrees that the development rights, obligations, terms and conditions specified in this Agreement are fully vested in VHA and may not be changed or modified by the City except as may be expressly permitted by and in accordance with the terms and conditions of this Agreement or as expressly consented thereto by the Developer.

6. Development Fees, Impact Fees and Capital Improvements

- a. As set forth in detail in the Findings, the City acknowledges that the Project will provide significant value to the City and its residents. In recognition and consideration of the value of providing housing and supportive services to low-income residents and their families, the City will provide an affordable housing incentive grant to VHA in the amount of estimated development fees associated with and charged to the Project as defined in Section 3 herein. Based on current fee estimates, including permit fees, impact fees and system development charges minus 80% of Parks and Traffic Impact Fees as described in section 5(b), said grant will be in the amount of Four hundred twenty-three thousand, four hundred-six and fifty-three/100 Dollars (\$423,406.53) as per Exhibits B and C.
- b. For the same reasons cited in 5(a) above and the consideration received by City residents from the development of the Project, City agrees to waive 80% of Transportation and Parks Impact fees that would otherwise be charged against the Project and its individual components as specifically authorized for low-income housing and related projects in RCW 82.02.060(2) and (3) and VMC 20.915.080C, which states that such waived fees are not required to be backfilled by another source of funding. Caples Terrace Apartments is the only phase which involves new low-income housing, and the estimated total PIF and TIF is \$72,274.30, therefore \$58,619.44 is hereby waived, provided construction commences within three (3) years of this agreement.

- c. The Parties agree that if any phase of the Project is not begun within three (3) years of the date of this agreement, all City fees associated with such phase shall be paid back in full to the City by VHA.

7. Project Alterations

Any changes or alterations to the Project shall be processed under the post-decision review standards set forth at Vancouver Municipal Code Section 20.210.040.

8. Miscellaneous Provisions

- a. Right-of-Way. The right-of-way for the Skyline Crest internal street system comprised of Wichita Drive, Council Bluffs Way, Omaha Way and Missouri Drive is owned by the City. To the extent that it has not already done so, City agrees that improvements to the internal street system including but not limited to street overlays and reconstruction shall occur in accordance with the City's established street paving and maintenance schedule.
- b. Tree Removal and replanting. Any trees removed from the Project during demolition and construction and any required planting of trees as part of new construction or redevelopment of existing structures under the authority of Ch.20.770 VMC, Ch.20.925 VMC or any other applicable provision of the Vancouver Municipal Code shall not require the planting of trees during any period of active on-site construction of other phases of the Project. VHA agrees to post a bond or other security acceptable to the City to insure that all required tree planting and protection is finished when the last phase of the Project is completed or when trees can be safely planted without the risk of damage due to ongoing construction during other phases of the Project. Provided that any required tree replanting shall be completed prior to any final inspection by the City or issuance of a certificate of occupancy whichever occurs last.
- c. Street Lighting. All required street lighting that arises in conjunction with new construction within the Project shall be installed in such a manner and on such a timeline so as to avoid interfering with or being subject to potential damage by other ongoing construction within the Project. All required street lighting will be completed as part of the Skyline Crest development phase of the Project. VHA agrees to post a bond or other security acceptable to the City to insure that all required street lighting is finished when the Skyline Crest phase of the Project is completed or when street lighting can be installed without risk of damage by or interference with ongoing construction during other phases of the Project.
- d. Bridgeview/ Boys and Girls Club Improvements. Any required street, gutter, sidewalk, parking and related improvements for either or both of these projects shall be constructed on a phased schedule so as not to interfere with ongoing construction or be subject to potential damage when one phase of the Project is

completed and a new phase starts construction or in the event of concurrent construction. This provision is specifically applicable to the parking lot referenced in subsection (g) below and any required improvements to Wichita Drive and Council Bluffs Way in connection with the Boys and Girls Club construction and any similar required improvements to Omaha Way in connection with construction of the Bridgeview facility.

- e. Rezone. A small portion of Lot 6 of Skyline Crest is zoned R-6. The City will process a zone change to R-18 as part of the annual review process consistent with the zoning on the remainder of the Property. City agrees that it will not delay or otherwise refuse to process a preliminary site plan and building permit application for the proposed Caples Terrace Apartments project and the adjacent proposed Maintenance Warehouse if the zone change request is still pending at the time of such application; provided, that approval of the site plan application and/or a building permit will not be granted until the zone change is approved. VHA agrees to hold the City harmless from any costs, fees, charges or expenses of any kind incurred by VHA and associated with the Caples Terrace and Maintenance Warehouse project if the rezone is not approved.
- f. Signage. The Project is unique in that while it is zoned high density multifamily, it has facilities that will be open to the public on a regular basis and is composed of a number of different uses throughout the Skyline Crest campus. The code limitations on signage in high density residential areas restrict the size of freestanding signs to thirty-two square feet, which may not be adequate to provide direction to the various facilities on the site. Two types of signage are proposed for the Project. The primary project sign located on the corner of Andresen Street and Wichita Drive will consist of public art of 105 square feet (7 feet tall by 15 feet wide) with directional signage attached to the top of the public art. Should the proposed sign exceed the square footage limitation of signs in an R-18 zone, City will process a variance request for the signage. A secondary sign will be erected at the corner of Missouri Drive and Andresen Street and will fall within the limitation of the present code.
- g. Parking. The parking lot constructed in conjunction with the development of the Boys and Girls Club will also provide parking for the Bridgeview Education and Employment Resource Center. VHA will comply with all joint use parking requirements as set forth in VMC 20.945.030. Additional site parking that exceeds project requirements will be provided as part of the Caples Terrace Apartment project including additional, ancillary parking for Bridgeview clients.
- h. Optional Social and Health Services Outreach Clinic. VHA proposes to utilize one residential unit in a two-unit duplex located at the corner of Wichita Drive and Council Bluffs Way as a social and health services outreach clinic. The facility would serve both residents of Skyline Crest as well as other residents in the general area. The parcel is currently zoned R-18. VMC 20.420.060 permits

medical offices in an R-18 zone subject to the locational requirements in VMC 20.430.060. Since only a portion of the duplex will be used as a clinic, it would be considered a single mixed-use building subject to the applicable standards contained in VMC 20.430.060(B). If necessary to permit the clinic, City agrees to waive some or all of such locational requirements contained in VMC 20.430.060(B) pursuant to RCW 35.83.020 and 35.83.030.

- i. Impact Fee Waiver implementation. In order for the City Council's partial exemption of the impact fees associated with low-income housing to become effective, VHA shall demonstrate that the requirements of VMC 20.915.080D have been satisfied.
 - j. Lots to be Treated as if One Parcel Regarding Certain Standards. On March 27, 2015, the City approved the proposed Skyline Crest Short Plat PRJ-147358/LUP-42503 with conditions. The short plat created five individual parcels in the R-18 zone. It is recognized that the parcels created by the Short Plat were created for tax credit, financial and federal Housing and Urban Development requirements and considerations. For City planning and regulatory purposes, the creation of these parcels shall not result in the imposition of new development standards or restrictions. The phased development of the various projects referred to herein should be considered by the City as developments on a single lot when applying development standards such as maximum lot coverage, setbacks, etc.
9. **Ownership and Warranty of Authority.** The Property described in Exhibit A is currently owned by or under the control of VHA. VHA warrants to the City that it is authorized to commence negotiation of this Development Agreement and to bind the Property covered herein and to bind any other entities and their heirs and assigns who have or seek to obtain an ownership interest in the Property.
 10. **Successors.** This Development Agreement and all of its provisions shall be binding upon the City, the VHA, and any and all of its assigns and successors in interest and any obligations made herein by the VHA shall be enforceable against all of its assigns and successors in interest into whose ownership the Properties may pass, and all of them, except as this Development Agreement shall expressly provide to the contrary.
 11. **Waiver.** Failure by either party at any time to require performance by the other party of any of the provisions hereof shall in no way affect the parties' rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.
 12. **Severability.** If any provision of this Development Agreement, or the application of the provisions herein to any person or circumstance, is declared invalid, then the rest of the Development Agreement or the application of the provision to other persons or circumstances shall not be affected.

- 13. Controlling Law.** In the event of any litigation arising hereunder, or with respect hereto, the law of the State of Washington will control, and all signatories hereto, do hereby submit themselves personally to the jurisdiction of the courts of the State of Washington, and do hereby agree that any action arising hereunder may be instituted in Clark County Superior Court, if the parties are served, including anywhere not within the State of Washington, by any method authorized by Washington law.
- 14. Construction.** This Development Agreement sets forth the entire agreement of the parties. This Development Agreement shall be construed as a whole. No amendment, change or modification of any provision of this Development Agreement shall be valid unless set forth in writing and signed by both parties. Approval of any such change by the City requires approval by the City Council after such public process as require by law. To the extent of any conflict with any City regulations which may otherwise govern the Properties, the terms and conditions of this Development Agreement shall prevail.
- 15. Term.** The initial term of this Development Agreement shall be until December 31, 2020.
- 16. Required Public Hearing.** This Development Agreement is authorized by a resolution of the City Council of the City of Vancouver following a hearing as required by RCW 36.70B.170.
- 17. Threat to Public Health and Safety.** Nothing contained in this Development Agreement shall preclude the City from exercising any and all rights it has under RCW 36.70B.170(4) to impose new or different regulations to address issues of public health and safety.
- 18. Binding Effect.** This Development Agreement, or a summary thereof, shall be recorded against the Property and shall run with the land, subject only to the express conditions or limitations of this Development Agreement, and shall be binding upon and inure to the benefit of the respective successors and assigns of VHA. Upon assignment of this Development Agreement or the conveyance of any parcel of the Property to which this Development Agreement is applicable, the assignee/grantee shall be deemed to assume all rights, obligations and liabilities set forth in this Development Agreement as they relate to such parcel.
- 19. Amendment.** This Agreement may only be amended by mutual agreement of the parties. Agreement of the City requires approval by the City Council.
- 20. Duty of Good Faith.** Each party shall cooperate with the other in good faith to achieve the objectives of this Agreement. The parties shall not unreasonably withhold requests for information, approvals or consents provided for, or implicit in this Agreement. The parties agree to take further actions and execute further documents,

either jointly or within their respective powers and authority, to implement the intent of this Agreement and any subsequent Development Agreement.

- 21. Notices.** All communication, notices and demands of any kind which a party under this Agreement is required to desires to give to any other party shall be in writing and either delivered personally or deposited in the U.S. mail, certified mail postage prepaid, return receipt requested and addressed as follows:

To the VHA:
Roy Johnson, Director
Vancouver Housing Authority
2500 Main Street
Vancouver, WA 98660

To the City:
Chad Eiken, CED Director
City of Vancouver
PO Box 1995
Vancouver, WA 98668

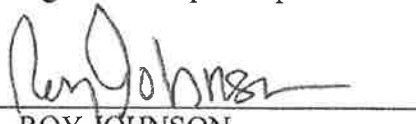
DATED this 2nd day of May, 2016.

CITY OF VANCOUVER, WASHINGTON,
a Washington municipal corporation

By 
ERIC HOLMES

Title City Manager

HOUSING AUTHORITY
OF THE CITY OF VANCOUVER,
a Washington municipal corporation

By 
ROY JOHNSON

Title Executive Director

Attest:


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

Approved as to form:


Brent Boger
Assistant City Attorney



STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that ERIC HOLMES is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Manager of the City of VANCOUVER, Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: May 2, 2016

Jennifer J. Brown
Notary Public in and for the State of
Washington, residing at Vancouver.
My appointment expires:

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that ROY JOHNSON is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Executive Director of the Housing Authority of the City of Vancouver, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: May 24, 2016

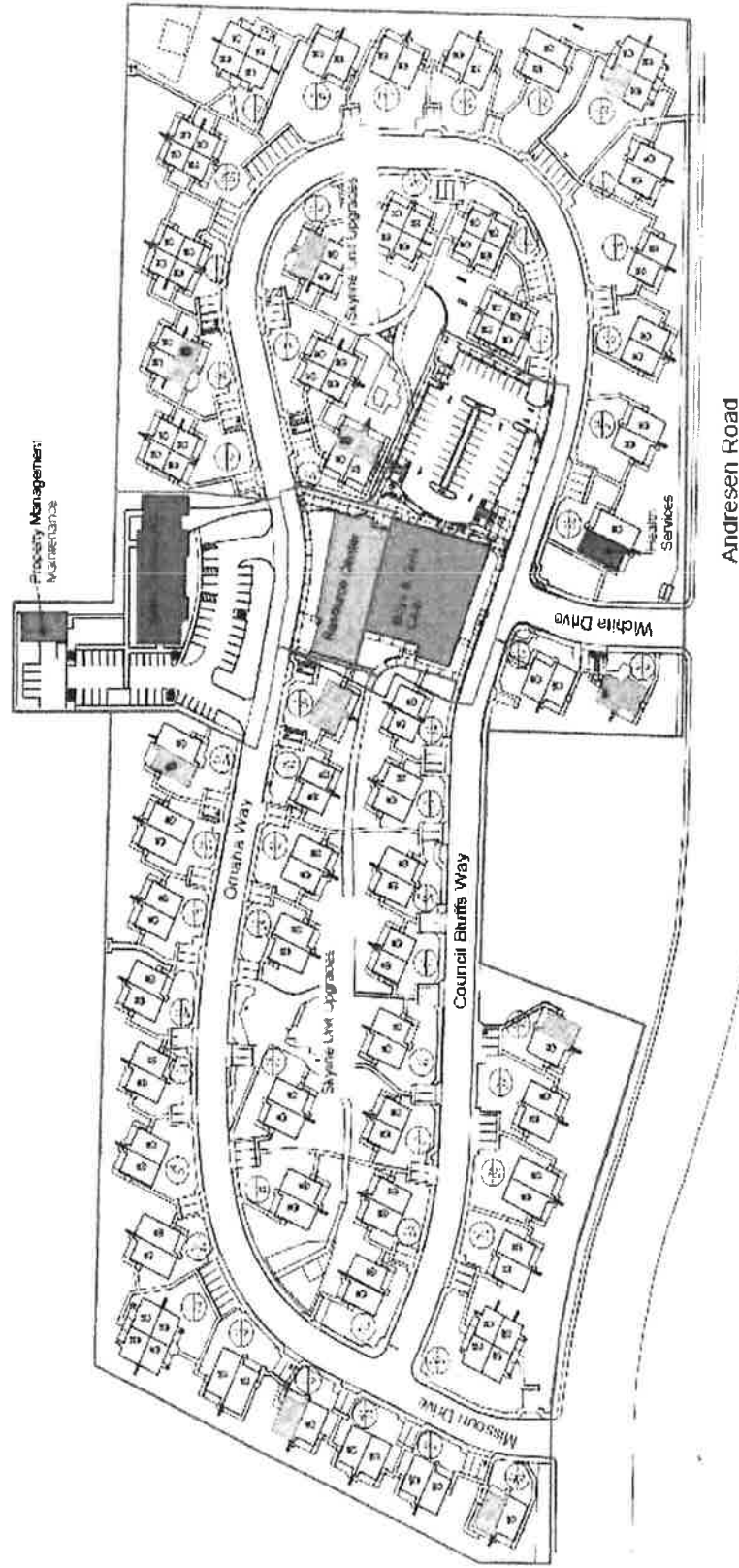


Jennifer J. Brown
Notary Public in and for the State of
Washington, residing at Vancouver.
My appointment expires:

Exhibit A: Legal Description

The project site consists of VHA Skyline Crest Short Plat 4-052 Lot 1 (Tax Lot #37909801), Lot 2 (Tax Lot #986036368), Lot 3 (Tax Lot #986036369), Lot 4 (Tax Lot #986036370), Lot 5 (Tax Lot #986036371), and #15 Patrick Donegan DLC (Tax Lot #37910274), in the SE $\frac{1}{4}$ of Section 30, Township 2 North, Range 2 East of the Willamette Meridian.

Exhibit B
VHA Skyline D.A.



SKYLINE CREST COMMUNITY
PHASED MASTER PLAN

Exhibit C: Land Use, Building Permit, and Impact Fees Estimate by Phase

Summary of Fees to be Included in Financial Grant to Project	
Land Use and Building Permit Fees	\$207,673.52
Impact Fees Not Waived	\$129,733.61
System Development Charges (see Exhibit D)	\$85,999.40
Total	\$423,406.53

Skyline Boys and Girls Club			
PIR-40668	Preapplication Conference	\$610.09	Paid
LUP-43355	Site Plan Review and associated applications.	\$19,642.14	Paid
LUP-42462	Tree removal associated with site demolition to prepare site for Boys and Girls Club	\$72.00	Paid
ENG-42443	New Water Service and Decomission/cap existing sewer laterals	\$330.25	Paid
ENG-43357	Boys and Girls Club access, utilities, landscaping and lighting	\$303.59	Paid
SDP-183624	Grading for new water service and capping existing utilites	\$253.95	Paid
SDP-186119	Site grading for the Boys and Girls Club	\$303.59	Paid
ROW-184050	Water and Transportation associated with ENG-42443	\$466.60	Paid
CMI-179572-Permit Fees	Permit Fees	\$12,322.44	Paid
CMI-179572 Impact Fees	Impact Fees	\$44,542.55	
FRI-189859	Fire Alarm	\$638.51	Paid
FRI-190409	Underground Fire Sprinkler	\$242.00	Paid
FRI-191344	Fire Sprinkler System	\$1,072.68	Paid
MPE-187753	Electrical Permit of Record	\$26.00	Paid
MPE-194801	Electrical Permit of Record	\$26.00	Paid
	Total for Boys and Girls Club	\$80,852.39	
	Total Paid for Boys and Girls Club	\$80,852.39	
Bridgeview Education and Employment Resource Center (BEERC)			
LUP-44098	BEERC Land Use Review	\$10,733.94	Paid
ENG-44199	New 8400 SF bldg with related site improvements	\$212.25	Paid

SDP	Grading permit (no application at this time)	\$78.33	Fee based on 300 CY fee will change if cut and fill changes.
ROW	Right of Way permit (no application at this time)	\$255.08	Fee based on 68 linear feet of work in the right of way. Fees will change if linear feet changes.
CMI	Building Permit (no application at this time)	\$7,142.68	Fees based on 8400 SF office, VB construction type, fully sprinkled and conditioned. This came to a valuation of \$629,160.00
CMI	Traffic Impact Fees	\$10,987.95	Based on 8400 SF building.
FRI	FSS Underground	\$243.00	If applicable
FRI	Fire Sprinkler System	\$798.00	Based on 100 heads
FRI	Fire Alarm	\$543.46	Based on 17 devices
MPE	Electrical Permit of Records	\$26.00	Not submitted
	Estimated Total	\$31,020.69	
Caples Terrace Apartments			
	Preapplication Conference	\$693.00	
	Site Plan Review-planning fee	\$3,274.00	Based on 25 units
	Site Plan Review - fire fee	\$731.00	
	Stormwater Review	\$2,074.44	Based on 20,136 SF if impervious surface
	Transportation Review	\$3,240.00	
	Boundary Line Adjustment	\$728.00	for 2 lots
	Archaeological Predetermination	\$451.00	
	SEPA	\$970.00	Based on 25 units
	Evaluation	\$159.00	
	Traffic Study Review	\$317.00	
	Tree Plan Review	\$229.00	
	Model Maintenance Fee	\$1,500.00	Maximum fee if applicable-\$48.00

	Grading Permit	\$546.79	Based on 3,000 cubic yards cut/fill
	ROW Permit	\$733.00	300 linear feet
	Apartments Building Permit	\$13,914.69	Based on 21,233 SF VA construction, fully sprinkled, 25 units
	Maintenance Bldg Permit	\$987.57	Based on 1316 SF VB construction
	Columbia Traffic Impact Fees	\$22,999.30	Based on 25 units
	Vancouver School Impact Fees	\$59,548.25	Based on 25 units
	Park District 2 Impact Fees	\$50,275.00	Based on 25 units
	Fire Sprinkler Underground	\$243.00	If applicable
	Fire Sprinkler System	\$1,026.00	Based on 150 heads
	Fire Alarm System	\$567.49	Based on 20 devices
	Electrical Permit of Record	\$26.00	
	Estimated Total	\$165,233.53	

Skyline Crest Unit Upgrades

SDP-187860	Site Improvements	\$384.01	Paid
LUP-45531 (SEPA)	Site Improvements	\$668.30	Paid
ENG-44970	Site Improvements	\$1,565.63	Paid
CMI-182795	SKYLINE CREST 4 PLEX BLDG 16	\$1,774.34	Paid
CMI-182796	SKYLINE CREST 4 PLEX BLDG 18	\$1,774.34	Paid
CMI-182797	SKYLINE CREST 4 PLEX BLDG 17	\$1,774.34	Paid
CMI-182819	SKYLINE CREST 4 PLEX BLDG 2	\$1,483.70	Paid
CMI-182821	SKYLINE CREST 4 PLEX BLDG 4	\$1,483.70	Paid
CMI-182822	SKYLINE CREST 4 PLEX BLDG 3	\$1,483.70	Paid
CMI-182823	SKYLINE CREST 4 PLEX BLDG 1	\$1,483.70	Paid
CMI-182825	SKYLINE CREST 4 PLEX BLDG 20	\$1,483.70	Paid
CMI-182826	SKYLINE CREST 4 PLEX BLDG 46	\$1,483.70	Paid
CMI-182827	SKYLINE CREST 4 PLEX BLDG 52	\$1,483.70	Paid
CMI-182841	SKYLINE CREST 4 PLEX BLDG 19	\$1,483.70	Paid
CMI-182843	SKYLINE CREST 4 PLEX BLDG 21	\$1,483.70	Paid
CMI-182844	SKYLINE CREST 4 PLEX BLDG 10	\$1,774.34	Paid
CMI-182845	SKYLINE CREST 4 PLEX BLDG 5	\$1,483.70	Paid
MPE	Electrical Permits of Record for each 4 Plex @ \$26.00 each.	\$364.00	Paid
RES-182830	SKYLINE CREST DUPLEX BLDG 14	\$2,162.76	Paid
RES-182831	SKYLINE CREST DUPLEX BLDG 32	\$2,162.76	Paid
RES-182832	SKYLINE CREST DUPLEX BLDG 34	\$2,162.76	Paid
RES-182833	SKYLINE CREST DUPLEX BLDG 35	\$2,162.76	Paid

RES-182834	SKYLINE CREST DUPLEX BLDG 55	\$2,162.76	Paid
RES-182835	SKYLINE CREST DUPLEX BLDG 48	\$2,162.76	Paid
RES-182850	SKYLINE CREST DUPLEX BLDG 6	\$2,589.21	Paid
RES-182854	SKYLINE CREST DUPLEX BLDG 8	\$2,162.76	Paid
RES-182855	SKYLINE CREST DUPLEX BLDG 11	\$2,162.76	Paid
RES-182856	SKYLINE CREST DUPLEX BLDG 40	\$2,162.76	Paid
RES-182857	SKYLINE CREST DUPLEX BLDG 25	\$2,162.76	Paid
RES-182858	SKYLINE CREST DUPLEX BLDG 27	\$2,162.76	Paid
RES-182859	SKYLINE CREST DUPLEX BLDG 29	\$2,162.76	Paid
RES-182860	SKYLINE CREST DUPLEX BLDG 33	\$2,162.76	Paid
RES-182861	SKYLINE CREST DUPLEX BLDG 56	\$2,162.76	Paid
RES-182862	SKYLINE CREST DUPLEX BLDG 43	\$2,162.76	Paid
RES-182863	SKYLINE CREST DUPLEX BLDG 45	\$2,162.76	Paid
RES-182867	SKYLINE CREST DUPLEX BLDG 7	\$2,589.21	Paid
RES-182868	SKYLINE CREST DUPLEX BLDG 13	\$2,162.76	Paid
RES-182869	SKYLINE CREST DUPLEX BLDG 26	\$2,162.76	Paid
RES-182870	SKYLINE CREST DUPLEX BLDG 31	\$2,162.76	Paid
RES-182871	SKYLINE CREST DUPLEX BLDG 36	\$2,162.76	Paid
RES-182872	SKYLINE CREST DUPLEX BLDG 49	\$2,162.76	Paid
RES-182873	SKYLINE CREST DUPLEX BLDG 54	\$2,162.76	Paid
RES-182874	SKYLINE CREST DUPLEX BLDG 57	\$2,162.76	Paid
RES-182901	SKYLINE CREST DUPLEX BLDG 9	\$2,589.21	Paid
RES-182902	SKYLINE CREST DUPLEX BLDG 15	\$2,162.76	Paid
RES-182903	SKYLINE CREST DUPLEX BLDG 51	\$2,162.76	Paid
RES-182904	SKYLINE CREST DUPLEX BLDG 53	\$2,162.76	Paid
RES-182918	SKYLINE CREST DUPLEX BLDG 12	\$2,589.21	Paid
RES-182919	SKYLINE CREST DUPLEX BLDG 37	\$2,162.76	Paid
RES-182920	SKYLINE CREST DUPLEX BLDG 28	\$2,589.21	Paid
RES-182921	SKYLINE CREST DUPLEX BLDG 30	\$2,162.76	Paid
RES-182922	SKYLINE CREST DUPLEX BLDG 44	\$2,589.21	Paid
RES-182923	SKYLINE CREST DUPLEX BLDG 58	\$2,162.76	Paid
RES-182924	SKYLINE CREST DUPLEX BLDG 42	\$2,589.21	Paid
RES-182925	SKYLINE CREST DUPLEX BLDG 47	\$2,162.76	Paid
RES-182926	SKYLINE CREST DUPLEX BLDG 50	\$2,162.76	Paid
RES-182927	SKYLINE CREST DUPLEX BLDG 41	\$2,589.21	Paid
RES-182928	SKYLINE CREST DUPLEX BLDG 38	\$2,589.21	Paid
RES-182929	SKYLINE CREST DUPLEX BLDG 59	\$2,589.21	Paid
MPE	Electrical Permits of Record for each Duplex @ \$26.00 each.	\$1,066.00	Paid
	Total for Unit Upgrades	\$118,919.96	

Exhibit D: Skyline Water and Sewer SDC Fee Estimate

VHA Skyline Crest Water SDC Fees

To be Demolished	Credit
Community/Resource/Property Management Center	1 unit
Maintenance Warehouse & Shed	1 unit
12 Multifamily Units	\$16,142.40

New Construction	Fee
Resource Center (BEERC)	1 unit
Property Management & Maintenance Building	1 unit
29 Multifamily Units	\$39,810.80
Boys and Girls Club (1.5" Meter)	\$11,800.00

ERU Credit Total:	2 units
SDC Credit Total:	\$16,142.40

ERU Fee Total:	2 units
SDC Fee Total:	\$50,810.80

SDC Credit (-)	\$16,142.40
SDC Fee	\$50,810.80
Water Document Fee	\$50.00
New 6" Water Meter	\$4,900.00
Total Water SDC Fee Due	\$39,618.40

VHA Skyline Crest Sewer SDC Fees

To be Demolished	Credit
Community/Resource/Property Management Center	1 unit
Maintenance Warehouse & Shed	1 unit
12 Multifamily Units	\$23,016.00

New Construction	Fee
Resource Center (BEERC)	1 unit
Property Management & Maintenance Building	1 unit
29 Multifamily Units	\$55,822.00
Boys and Girls Club (1.5" Meter)	\$13,700.00

ERU Credit Total:	2 units
SDC Credit Total:	\$23,016.00

ERU Fee Total:	2 units
SDC Fee Total:	\$69,322.00

SDC Credit (-)	\$23,016.00
SDC Fee	\$69,322.00
Sewer Document Fee	\$50.00
Sewer Application	\$25.00
Total Water SDC Fee Due	\$46,381.00

Grand Total:	\$85,999.40
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PORTLAND MULTIFAMILY MARKET

SIGNIFICANT SALES

PROPERTY	ADDRESS	SALE DATE	SALE PRICE	# UNITS	PRICE/UNIT	PRICE/SF	YEAR BUILT	SELLER	BUYER
Jory Trail	8520-8750 SW Ash Meadows Blvd	7/20/2017	\$75,000,000	324	\$231,481	\$183.15	2012	M & C Properties	LaSalle
Latitude	8411 SE Causey Ave, Happy Valley	9/21/2017	\$58,000,000	232	\$276,190	\$232.00	2007	The Reliant Group	Kennedy-Wilson Properties
Moreland Crossing	8150 SE 23rd Ave, Portland	7/3/2017	\$20,500,000	68	\$301,471	\$379.63	2014	The Campbell Group	Madison Park Financial Corp
Barclay Village	775 Cascade St, Oregon City	9/18/2017	\$18,750,000	146	\$128,425	\$139.30	1987	PTLA Real Estate Group	Virtu Investments
20 on Hawthorne	1550 SE 20th Ave, Portland	8/11/2017	\$17,000,000	51	\$333,333	\$321.73	2009	JP Morgan Chase	Sares-Regis Group
Coho Run Apartments	2400 NE Red Sunset Dr, Gresham	7/26/2017	\$15,350,000	104	\$147,596	\$149.84	1990	Kaneche Ranch Management	Piedmont Properties
The Habitat	5735 SW Oleson Rd, Portland	7/25/2017	\$15,300,000	85	\$180,000	\$228.15	1973	FPA Multifamily, LLC	Pathfinder Partners
Bel Aire Court	12020-12275 SW Why Worry Ln, Beaverton	7/5/2017	\$9,200,000	67	\$137,313	\$167.14	1959	Family Trust	Trion Properties
Brim	1206 SE Ankeny St, Portland	7/17/2017	\$7,800,000	27	\$288,889	\$339.46	2017	Willamette Stone	Mapleton Hillcrest
The Louis York	9000 N Ivanhoe St, Portland	9/8/2017	\$7,075,000	47	\$150,532	\$264.05	2010	Galway Construction	First Class St Johns, LLC
Westbury Commons	1005 SE 136th Ave, Vancouver	9/14/2017	\$6,050,000	45	\$134,444	\$136.64	2005	Westbury Commons, LLC	Capitol Properties
Sierra Point Apartments	3359 SE Powell Valley Rd, Gresham	9/7/2017	\$4,750,000	24	\$197,917	\$164.42	2017	Sheldon Development	Family Trust
Pacific Village Apartments	9655 SW McKenzie St, Tigard	8/15/2017	\$4,225,000	36	\$213,384	\$251.86	1968	Individual Investor	Pacific Village HL, LLC

2017 Q3 MULTIFAMILY MARKET STATISTICS

Period	Inventory Buildings	Inventory Units	Average SF/Unit	Effective Rent/Unit	Effective Rent/SF	Effective Rent Growth/Year	Buildings Delivered	Units Delivered	Net Absorption Units	Occupancy	Buildings Under Const.	Units Under Construction
Portland MSA	4,111	170,247	854	\$1,251	\$1.47	3.7%	7	339	1,067	94.5%	97	9,777
Clackamas	351	21,134	908	\$1,244	\$1.37	1.1%	0	-	46	95.6%	6	937
Clark	457	26,051	926	\$1,187	\$1.28	4.9%	0	-	12	96.1%	13	2,148
Multnomah	2,531	70,068	777	\$1,272	\$1.65	4.0%	6	243	759	93.6%	72	5,603
Washington	699	50,481	889	\$1,277	\$1.44	3.4%	1	96	238	94.4%	6	1,089

MULTNOMAH COUNTY MULTIFAMILY MARKET TRENDS

Period	Inventory Buildings	Inventory Units	Average SF/Unit	Effective Rent/Unit	Effective Rent/SF	Effective Rent Growth/Year	Buildings Delivered	Units Delivered	Net Absorption Units	Occupancy	Buildings Under Const.	Units Under Construction
2017 Q3	2,531	70,068	777	\$1,272	\$1.65	4.0%	6	243	759	93.6%	72	5,603
2017 Q2	2,525	69,826	777	\$1,269	\$1.64	4.6%	5	475	934	92.9%	72	5,422
2017 Q1	2,520	69,351	777	\$1,245	\$1.61	4.6%	8	784	541	92.2%	70	5,448
2016 Q4	2,512	68,569	777	\$1,223	\$1.58	4.1%	10	1,103	510	92.4%	64	4,726
2016 Q3	2,502	67,466	778	\$1,225	\$1.58	5.0%	13	1,022	701	93.2%	59	5,081

The Portland Metropolitan Statistical Area (MSA) consists of 7 counties: Yamhill, Washington, Columbia, Multnomah, and Clackamas in Oregon, and Clark and Skamania in Washington.

MARKET RESEARCH & AUTHOR

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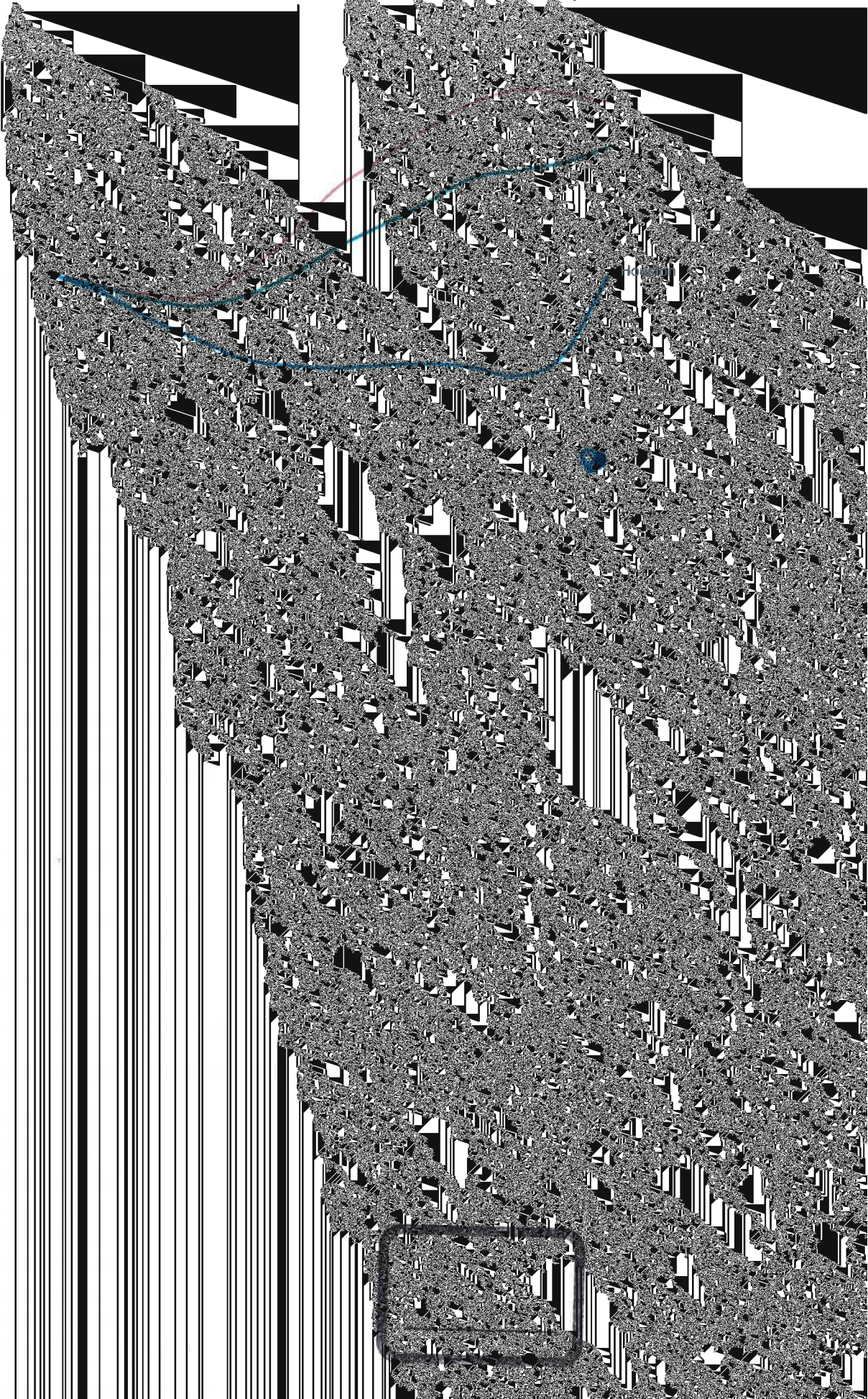
FOR VALUATION & APPRAISAL INFORMATION

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EXHIBIT

10

Houston rents spike 1.2% month-over-month

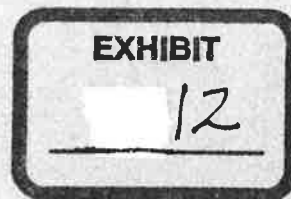




HOUSING SNAPSHOT

Vancouver, Washington

February 2016



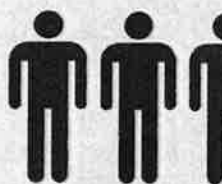
Who lives here?



65,666
households

\$57,395

Median family
income



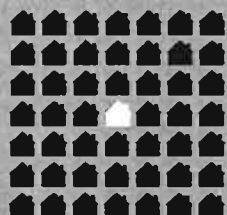
2.5

Average
household
size

50%

of households
are renters

What's it like to be a renter right now?



1.87%
vacancy
rate

Median monthly
rent for a
2-bedroom
apartment



\$943
2014



16.7%
increase

\$1,100
2015



50%
of renter households
are cost burdened
(spending 30% or more of
income on housing)

22%
of renter households
are severely
cost burdened
(spending 50% or more of
income on housing)



89 hours

Amount a single adult earning
minimum wage would need to
work each week to afford a
median 2-bedroom unit

How much publicly subsidized housing do we have?



6,652*

units in Clark County
(for households earning up to 60% of
area median income—approximately
\$44,100/year for a family of 4)



2,546*

Section 8 housing
vouchers

For more information about the City's work on this issue, visit
www.cityofvancouver.us/AffordableHousing.

Data sources: 2010-14 American Community Survey estimates; 3Q 2015 Norris Beggs and Simpson Multifamily Market Report; December 2015 Apartment List National Rent Report; 2015 Washington State Housing Needs Assessment. *Subsidized units/vouchers are occupied/in use.



apartmentlist Over Month Rent Growth by City

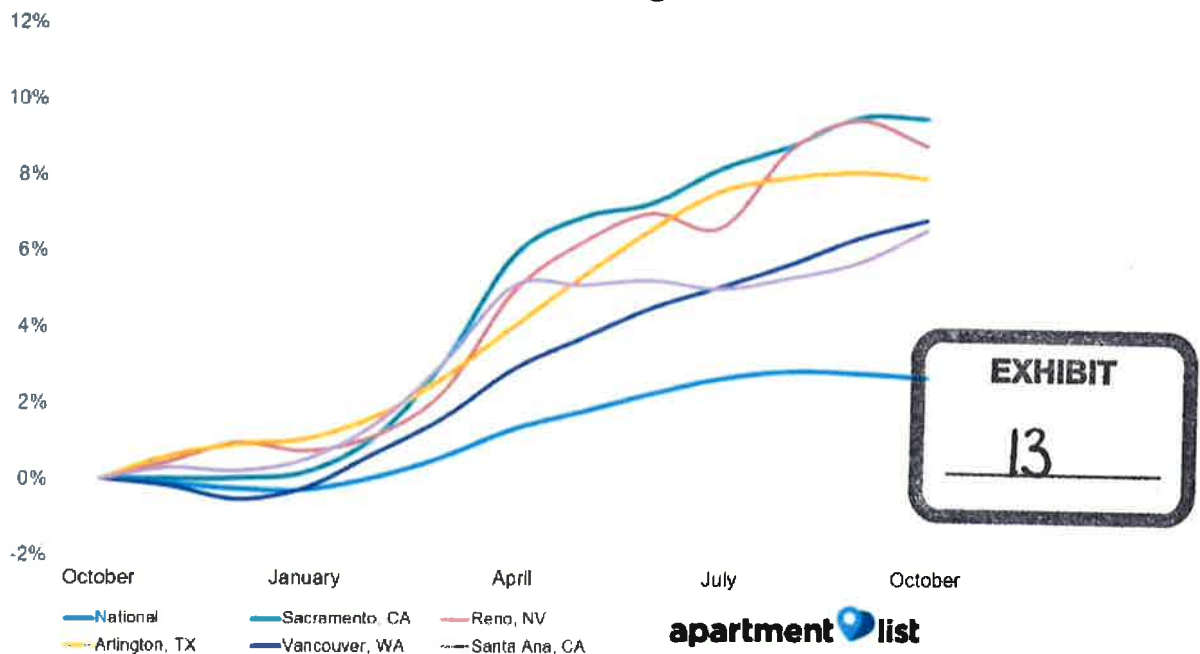
My Major Redo Reset

1.3%



Note that rents declined month-over-month in 73 of the nation's 100 largest cities, whereas last month only 49 cities saw rents fall and in September only 23 cities saw rent decreases. Despite the seasonal slowdown, rents are still up year-over-year in 89 of the 100 largest cities. The chart below shows how rents have changed over the past year for the five cities that experienced the fastest growth:

Cities with Fastest Growing Rents



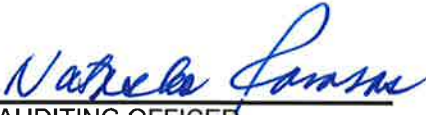
Sacramento took the top spot this month for the nation's fastest rent growth, with an increase of 9.5 percent over the past year. Reno came in second with 8.8 percent year-over-year growth, despite experiencing a sharp dip of 0.7 percent over the past month.

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:

\$ **20,720,674.79** this 12th day of February 2018.

MAYOR



AUDITING OFFICER

COUNCILMEMBER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
January 16 - February 5	Accounts Payable Checks (see attached)	\$ 17,844,791.13
January 16 - February 5	Visa Refunds (see attached)	\$ 7,807.60
January 16 - February 5	Payroll Checks (see attached)	\$ 2,868,076.06
TOTAL		\$ 20,720,674.79

INVOICE PAYMENTS REPORT

Amount	Vendor Name	Description
212,993.50	BLUE CROSS BLUE SHIELD OF OR	***WIRE*** WEEKLY CLAIM INVOICE WEEK 2 OF JANUARY
30,002.03	GALLAGHER BASSETT SERVICES INC	***WIRE*** WORKERS' COMP FUNDING / MESSAGE ID: 38782625
354.02	HEALTH SMART BENEFITS SOLUTIONS INC	***WIRE*** WEEKLY HEALTH SMART CLAIMS, 2ND OF JANUARY
158,117.65	BLUE CROSS BLUE SHIELD OF OR	***WIRE*** WEEK 3 OF JANUARY, WEEKLY CLAIMS
35,500.49	GALLAGHER BASSETT SERVICES INC	***WIRE*** WORKERS' COMP FUNDING / MESSAGE ID: 38846926
8,194.08	HEALTH SMART BENEFITS SOLUTIONS INC	***WIRE*** 3RD WEEK OF JANUARY WEEKLY CLAIMS
4,350,305.99	FIDELITY NATIONAL TITLE OF OREGON	***WIRE*** ESCROW 45141722261-LM - ACQUISITION OF PROPERTY AT 2018 GRAND BLVD VANCOUVER WA 98661 - CMO
454,505.00	PNC BANK NATIONAL ASSOCIATION	***WIRE*** PNC PAYMENT TO COVER 01/22/18 STATMENT
26,241.87	PNC BANK NATIONAL ASSOCIATION	***WIRE*** PNC PAYMENT TO COVER 01/22/18 STATMENT
5,150.69	ICMA 401A	***WIRE*** PAYROLL
4,709.13	WESTERN STATES HEALTH &	***WIRE*** PAYROLL
11,419.62	ALLEGIANCE BENEFIT PLAN MANAGEMENT	***WIRE*** PAYROLL
5,116.91	WASHINGTON SDU	***WIRE*** PAYROLL
25,333.25	VANCOUVER FIREFIGHTERS UNION HEALTH	***WIRE*** PAYROLL
75.00	HRA VEBA PLAN	***WIRE*** PAYROLL
750.00	VANCOUVER FIRE COMMAND OFFICERS	***WIRE*** PAYROLL
19,346.50	ING	***WIRE*** PAYROLL
47,954.70	STATE OF WASHINGTON 457	***WIRE*** PAYROLL
153.52	OREGON SDU	***WIRE*** PAYROLL
146,187.19	ICMA CORP	***WIRE*** PAYROLL
8.18	PENNSYLVANIA SDU	***WIRE*** PAYROLL
21,075.00	WASHINGTON STATE FIREFIGHTERS	***WIRE*** PAYROLL
749,700.52	INTERNAL REVENUE SERVICE	***WIRE*** 02 2018 PAYROLL TAXES; FEDERAL W/H
12,924.01	BANK OF AMERICA	***WIRE*** 02 2018 PAYROLL HSA
160,871.43	BLUE CROSS BLUE SHIELD OF OR	***WIRE*** WEEKLY BLUE CROSS CLAIMS, WEEK 4 OF JANUARY
1,829.23	HEALTH SMART BENEFITS SOLUTIONS INC	***WIRE*** HEALTH SMART WEEKLY CLAIMS, WEEK 4 OF JANUARY
52,273.29	GALLAGHER BASSETT SERVICES INC	***WIRE*** WORKERS' COMP FUNDING / MESSAGE ID: 38961918
17,354.65	STATE OF OREGON	***WIRE*** 02 2018 PAYROLL TAXES; OREGON W/H
100,630.24	PROCESS SOLUTIONS INC	***WIRE*** PROJ 917005-CITVA - EQUIPMENT/CONSULTING - 95% PAYMENT PER CONTRACT - THRU 01/05/18 - MP ENG
242,241.78	WASHINGTON STATE DEPT REVENUE	***WIRE*** EXCISE/SLAES TAX COMBINED RETURN ~ DECEMBER 2017
24,935.41	WASHINGTON STATE DEPT REVENUE	***WIRE*** USE TAX FOR THE PERIOD OF DEC-2017
52,000.50	BANK OF AMERICA	***WIRE*** 17DEC MERCHANT SERVICES FEES - TREASURY
8,500.00	MARK BROWN	***WIRE*** 18JAN - MONTHLY INTERGOVERNMENTAL RELATIONS - CMO
661,923.97	STATE OF WASHINGTON	***WIRE*** 02 2018 PERS/LEOFF
197,929.10	US BANK TRUST	***WIRE*** TAX REVENUES - TREASURY
57,717.88	GALLAGHER BASSETT SERVICES INC	***WIRE*** WORKERS' COMP FUNDING / MESSAGE ID: 39025429
3,957.97	INTERNAL REVENUE SERVICE	***WIRE*** 1 2018 PENSION TAXES
19,243.09	BANK OF AMERICA	***WIRE*** UTILITY POSTAGE IMPREST ACCT FOR JAN 2018 - UTILITIES
152,557.46	BLUE CROSS BLUE SHIELD OF OR	***WIRE*** BLUE CROSS WEEKLY CLAIMS INVOICE FOR JANUARY WEEK 5
16,338.95	ACTIVE NETWORK INC	***WIRE*** ACTIVENET FEES - 01/01/18-01/31/18 - TREASURY
25.00	A-ABSOLUTE COMFORT HEATING & COOLING	ACCR17 REF OVERPMT PKG CIT 7200402606
2,474.78	ABM ON-SITE SERVICES WEST INC	JOB 31062242 - CUST 6631793 - CARPET CLEANING - TOWNE PLAZA - THRU 11/27/17 - OP CENTER - PO 88662/ RECEIPT 131654 BY P NEWTON PER E-MAIL
4,400.00	ACCENT BUSINESS SERVICES INC	ALI ZULFI - W/E 12/16/17 - INFO TECH - RECEIPT 131965 BY J SCHOESSLER
30.31	ADVANCE STORES CO INC	CUST 071370 - REF # 606462 - PARTS FOR REPAIR AND MAINTENANCE - EQUIP SERVICES

INVOICE PAYMENTS REPORT

Amount	Vendor Name	Description
4.68	ADVANCE STORES CO INC	CUST 071370 - REF # 606478 - PARTS FOR REPAIR AND MAINTENANCE - EQUIP SERVICES
803.00	ALLEGHENY ANSWERING SERVICE	ACCT 2134 - 18JAN - TELEPHONE ANSWERING SERVICES - OP CENTER - RECEIPTED BY P TANDY PER E-MAIL
7,961.43	ALTA PLANNING & DESIGN	PROJ 00-2017-402 - PEDESTRIAN WAYFINDING PH 2 - THRU 11/30/17 - CDD - RECEIPT 132101 PER B THOMAS BY E-MAIL
3,172.50	ANDREW JEFFERS DBA JEFFERS PHOTOGRAPHY	EDITING/PHOTO SHOOTING/INTERNAL WORK - 17DEC - CMO
3,057.50	ANDREW JEFFERS DBA JEFFERS PHOTOGRAPHY	EDITING/PHOTO SHOOTING/INTERNAL WORK - 17NOV - CMO
262.07	ARAMARK UNIFORM SERVICES INC	SUMMARY: MAT/TOWEL/COVERALL/UNIFORM CLEANING SERVICES
201.60	Avery, Daniel C	BOOT REIMBURSEMENT
36.10	AZERITH B LINDBERG	REF PKG PERMIT COV07440
139.88	Babine, Aline D.	MILEAGE REIMBURSEMENT
73.55	BOA TRUONG	REF PKG PERMIT COV05787
1,287.25	BOURNIVAL CONSTRUCTION LLC	11/20/17 - WORKER SUPERVISION INSIDE ROSS COMPLEX - OP CENTER
980.00	BRENDAN ADDIS & LORRAINE RAU	17DEC - WREC HABITAT/WATER MONITORING PROGRAM/CONGRESS - CITY - WREC
1,460.00	BRENDAN ADDIS & LORRAINE RAU	17DEC - WREC HABITAT/WATER MONITORING PROGRAM/CONGRESS - COUNTY - WREC
14.00	BSK ASSOCIATES	CLIENT VANCO8428 - WO V7L0406 - SAMPLE TESTING SERVICES - CONSTRUCTION - 17DEC - OP CENTER - RECEIPT 131974 BY M CORRELL PER E-MAIL
25.00	CASCADE AUTO	ACCR17 REF OVERPMT PKG CIT 7200202952
225.00	Castro, Anthony Greg	BOOT REIMBURSEMENT
140.00	Cathey, Joseph Thomas	BOOT REIMBURSEMENT
120.00	CENTRAL PARK NEIGHBORHOOD ASSN	2017 PARTICIPATION IN THE RECYCLING 101 GRANT PROGRAM - SOLID WASTE
225.00	Chargualaf, Eugene Agosto	BOOT REIMBURSEMENT
1,168.34	CINTAS CORP NO 2	CUST 3570 - ACCT 03570 - LOC F80 -EXTINGUISHERS (14 EA) /INSPECTIONS (18 EA) /SERVICES (1 EA) - EQUIP SERVICES - RECEIPT 132004 BY J CHICK
10,908.00	CITY BARK & RECYCLING LLC	17NOV - YARD DEBRIS - OPS CENTER
340.00	CITY OF VANCOUVER	SUMMARY: 2018 ALARM RENEWALS THROUGHOUT THE CITY
851.00	CITY OF VANCOUVER	REGISTRATION AND PLATES FOR MULTIPLE VEHICLES
69,499.71	CLARK AND SONS EXCAVATING	2017 MULTIMODAL SAFETY AND ACCESSIBILITY PROGRAM - EST 1 - THRU 12/05/17
106,015.42	CLARK COUNTY	CUST 1811 - SUPERVISION/WORK PROGRAMS UNITS - 17NOV - BUDGET
1,891.83	CLARK COUNTY	CUST 1814 - CLARK PUBLIC UTILITIES FOR ELECTRIC SERVICE FOR N VANCOUVER ANNEXATION - 08/14/17-11/15/17 - OPS CENTER
327,145.45	CLARK PUBLIC UTILITIES	SUMMARY: ELECTRICITY
4,580.72	COBBLESTONE HOMES LLC	PROJ 414543 - REHAB LOAN PROGRAM - J STRINGER - 5404 NE 121ST AVE UNIT 109 - 17DEC - CDBG FUNDING
2,503.60	COLUMBIA CLAIMS SERVICE INC	FILE V117-983 - CLAIMS ADJUSTER SERVICES - THRU 01/04/18 - RISK
154.00	COLUMBIAN PUBLISHING COMPANY	ACCT 263636 - ADVERTISING - 12/29/17-01/04/18 - URBAN FORESTRY
498.33	COMCAST CABLE COMMUNICATIONS INC	SUMMARY: CABLE AND INTERNET SERVICES - IT

INVOICE PAYMENTS REPORT

Amount	Vendor Name	Description
1,170.72	COPIERS NORTHWEST	ACCT 343897 - CONTR CN18794-01 - CANON IPF825MFP - SER AADH0187 - 2018 ANNUAL BASE CHARGE - RECORDS/FACILITIES
205.00	CROSLIN CUSTOM CABINETS LLC	ACCR17 REF BUS LIC
35,727.07	CUES INC	SO 000636709 - TM600 TRANSPORTER ASSY - OPS CENTER
200.00	DARREN MIHELICH	RENTAL DEPOSIT RETURN #3109
3,649.40	DATEC INC	SO Z17J24901 - GJ DUAL PASS DOCK FOR CF-31 STANDARD LOCK/ POWER SUPPLY - 4 EA - SHIPPED 10/24/17 - INFO TECH
50.00	DAVID/ERICA STEINBERG	ACCR17 REF ALARM
118,514.79	DLT SOLUTIONS LLC	ORDER 4540187-R01 - CUST VAN02 - SUPP RENEWAL-OTHER - FORMS DEVELOPER-NAMED USER - 09/01/17-11/30/17 - INFO TECH - RECEIPT 132347 BY S COOLEY PER E-MAIL
8,998.97	DLT SOLUTIONS LLC	ORDER 4645349 - CUST VAN02 - ARCHITECTURE ENGINEERING CONSTRUCTION COLLECTION - IC GOVT NEW MULTI-USER ELD - ANNUAL SUBSCRIPTION - 3 EA - INFO TECH - RECEIPT 132241 BY J SCHOESSLER PER E-MAIL
20.00	ELOISE SAUER	REF ALARM
9,792.57	ENVIROISSUES INC	PROJ 158-002-005 - VANCOUVER STRONG EXECUTIVE SPONSORS FAC - THRU 11/30/17 - CMO
11,536.36	EXCEL4APPS INC	ACCT AC-10647 - 2018 RDM & GL WAND SUPPORT RENEWAL - INFO TECH
42.80	Fields, James B	GAS REIMBURSEMENT
1,316.25	FLOWING SOLUTIONS LLC	RIVERFRONT PARK TECHNICAL ADVICE - THRU 12/20/17 - PARKS
40.69	FRONTIER COMMUNICATIONS	ACCT 253-007-9377-072604-5 - PAYMENT ONLY - FOR 01/10/18-02/09/18 - FISHERS GROVE LIFT STATION
6,752.60	GENUINE PARTS COMPANY	SUMMARY: PARTS, TOOLS, AND SHOP SUPPLIES NEEDED FOR VEHICLE AND EQUIPMENT REPAIRS - EQUIP SERVICES
328.85	GEO DESIGN INC	ACCR17 - PROJ VANCOUVER-28-03 - REPLACEMENT OF FIRE STATION 1 - THRU 12/22/17 - FACILITIES - RECEIPT 132542 BY S TURK PER E-MAIL
3,535.00	GEOTECHNICAL RESOURCES INC DBA GRI	PROJ W1226 - PAVEMENT EVALUATION - STREET REHABILITATION PROGRAM - THRU 11/30/17 - OP CENTER
143.42	Glavin, Harrison James	BOOT REIMBURSEMENT
20.00	GOLDEN METAL COMPANY INC	REFUND FOR OVERPAYMENT ON ALARM INV 99265359
1,313.64	GORDON TRUCK CENTERS	CUST 96056 - 17DEC - PARTS FOR VEHICLE AND EQUIPMENT REPAIR - EQUIP SERVICES
385.33	GORDON TRUCK CENTERS	CUST 96056 - 17NOV - PARTS FOR VEHICLE AND EQUIPMENT REPAIR - EQUIP SERVICES
20.00	GUTTER AND ROOF SOLUTIONS NW	REF ALARM
3,190.00	H&H WOOD RECYCLERS INC	ACCT 10-0000006 - 17DEC - YARD DEBRIS RECYCLING - OPS CENTER
8,837.41	HARPER HOUF PETERSON RIGHELLIS INC	PROJ VAN-64-C - WATERFRONT INSPECTION - THRU 11/17/17 - CONSTRUCTION - RECEIPT 132481 BY L PETERSEN PER E-MAIL
814.88	HD FOWLER CO	ORDER 05761785 - OPERATING SUPPLIES - OPS CENTER
2,222.22	HISPANIC METROPOLITAN CHAMBER	PROJ 414644 - SMALL BUSINESS ASSISTANCE PROGRAM - 17DEC - CDBG FUNDING
873.60	HYDRO TECH FIRE PROTECTION INC	CYBERSOURCE MULTIPLE PAYMENTS 11/13/2017
1,400.00	INVINTUS MEDIA INC	SYSTEM MAINTENANCE AGREEMENT/ENCODER CONTROL APPLICATION/HOSTING OF CVTV WEBSITE - THRU 11/30/17 - MEDIA SERVICES
181.04	J2 BLUEPRINT SUPPLY CO	SUMMARY: COPIER RENTALS - MP & CED PERMITS
20.00	JAMES OVIATT	REF ALARM
35.00	JAMIE KAY CHRISTIANSON	REF BUS LIC
6,492.02	JANUS YOUTH PROGRAMS	PROJ 414634 - THE NEST CASE MANGEMENT - 17DEC - CDBG FUNDING

INVOICE PAYMENTS REPORT

Amount	Vendor Name	Description
9,913.02	JANUS YOUTH PROGRAMS	PROJ 601604 - THE NEST RENT ASSISTANCE - 17DEC - HOME FUNDING
3,691.89	JUBITZ CORPORATION	ORDER 46358 - FIREBIRD HD EC CK-4 15/40 & CTC OIL SAMPLE KITS - 17DEC - FIRE
20.00	KAREN BODE	ACCR17 REF ALARM
159.00	KATHY MILLER DBA BODYWELL MASSAGE	12/04/17-12/07/17 - MASSAGE SERVICES - FIRSTENBURG COMM CTR
8,838.20	KEARNS & WEST INC	PROJ CITY OF VANCOUVER-INDEPENDENCE DAY - 17NOV - CMO - RECEIPT 132285 BY K PECK
20.00	KEITH FAILMEZGER	ACCR17 REF ALARM
19,492.00	KEITHS SPORTING GOODS INC	17DEC - OPERATING SUPPLIES - VPD
190.00	Kesler-Marosi, Stephen Jonathan	BOOT REIMBURSEMENT
1,600.00	KEY PROPERTY SERVICES INC	17AUG-17NOV - CONTRACTURAL TRASH ENCLOSURE MAINTENANCE - SOLID WASTE
342.40	Koellermeier, Douglas K	LOCAL TRAVEL
170.00	Kumpula, Daniel R	PRESCRIPTION SAFETY GLASSES REQUIRED FOR POSITION
305.34	LA CENTER SCHOOL DISTRICT NO 101	10/11/17 - SUBSTITUTE TEACHER REIMBURSEMENT/TRANSPORTATION - BROTHERS/MORRIS - WATERSHED CONGRESS - WREC - PO 88999/ RECEIPT 132104 BY R DAVIDSON PER E-MAIL
6,195.98	LAKEYLAND DBA NORTHWEST SAFETYCLEAN	SUMMARY: TURNOUT CLEANING, INSPECTION, & REPAIRS - FIRE
390.00	LEGACY LABORATORY SERVICES LLC	ACCT 169909-6 - MEDICAL TESTING SERVICES - THRU 12/20/17 - HR
1,538.19	LEXIS NEXIS A DIV OF RELX INC	ACCT 424XNVMDX - 17DEC - SUBSCRIPTION SERVICES - LAW
15.72	LEXIS NEXIS RISK DATA MANAGEMENT INC	ACCT 1130110 - REPORTS/SEARCHES - 17DEC - CODE ENFORCEMENT - RECEIPT 132251 BY B THOMAS PER E-MAIL
4,540.20	LINE X OF LONGVIEW INC	ARE 23" CDU WHITE CANOPY & CARGO GLIDE 1500 - EQUIP SERVICES
2,792.65	LSW ARCHITECTS PC	SUMMARY: TASK ORDER 10 - 17NOV - FIRSTENBURG CENTER BOILER REPLACEMENT - FACILITIES - RECEIPT 132535 BY S TURK PER E-MAIL
13,891.08	LYNN WITTWER MD PC	17DEC - AMERICAN MEDICAL RESPONSE SERVICES - FINANCE - RECEIPT 132364 BY C ALLEMANG PER E-MAIL
4,874.00	LYNN WITTWER MD PC	17DEC - VANCOUVER FIRE DEPT SERVICES - FINANCE/FIRE - RECEIPT 132132 BY C NELSON PER E-MAIL
31,832.57	MACKENZIE ENGINEERING INC	PROJ 2160446.00 - VANCOUVER OPERATIONS CENTER - THRU 11/26/17 - FACILITIES - RECEIPT 132492 BY S TURK PER E-MAIL
120.00	MAIN STREET DENTISTRY	ACCR17 REF ALARM
438.41	MARK BROWN	AIRFARE TRAVEL REIMBURSEMENT FOR TRIP TO WA DC WITH MAYOR, ERIC HOLMES & JAN BADER- JAN/FEB 2017
127.49	McGrath, David Patrick	BOOT REIMBURSEMENT
2,250.00	ME ULTRA LOUNGE	ACCR17 - PARCEL 165912-000 - REAL PROPERTY VOUCHER - MILL PLAIN BLVD-104TH AVE TO CHKLOV DR - 10409 SE MILL PLAIN BLVD - MOVING EXPENSE REIMB - 17DEC - CONSTRUCTION
2,715.00	ME ULTRA LOUNGE	PARCEL 165912-000 - REAL PROPERTY VOUCHER - MILL PLAIN BLVD-104TH AVE TO CHKLOV DR - 10409 SE MILL PLAIN BLVD - MOVING EXPENSE REIMB - 18JAN - CONSTRUCTION
124.67	Michael, Chad S	REIMBURSEMENT FOR MILEAGE
180.48	Miller, Guy Scott	BOOT REIMBURSEMENT
9,779.04	MISCELLANEOUS	SUMMARY: CITY UTILITIES REFUNDS, PARKS REFUNDS & OTHER MISC REFUNDS
8,202.48	MUNICIPAL EMERGENCY SERVICES INC	SUMMARY: HFRP TAIL COATS AND PANTS, STRUCTURAL GLOVES, & LETTERINGS/PATCHES - FIRE

INVOICE PAYMENTS REPORT

Amount	Vendor Name	Description
7,413.20	MURRAYSMITH INC	PROJ 17-2016 - BERNIE DR PRV REPLACEMENT - THRU 11/30/17 - MP ENG
1,599.37	MURRAYSMITH INC	PROJ 17-2116 - BURNT BRIDGE CREEK INTERCEPTOR MANHOLE BANK STABILIZATION - THRU 12/15/17 - MP ENG - RECEIPT 132094 BY N KERFOOT
1,058.88	NEOPOST USA INC	ORDER 647486 - 2018 SOFTWARE ADVANTAGE UPGRADE - INFO TECH - PO 89144/ RECEIPT 132475 BY J SCHOESSLER PER E-MAIL
72.00	NORTHWEST ADHESIVES	REF CIVICGOV
361.00	NORTHWEST INTERPRETERS INC	ASGMT 17049 & 17050 - 12/11/17 - SIGN LANGUAGE INTERPRETING SERVICES - CDD - RECEIPT 132085 BY B THOMAS PER E-MAIL
18,160.92	NORTHWEST STAFFING RESOURCES	CITY WIDE TEMPORARY SERVICES - W/E 12/24/17
10,773.74	NORTHWEST STAFFING RESOURCES	CITY WIDE TEMPORARY SERVICES - W/E 12/31/17
13,886.94	NW NATURAL	SUMMARY: NATURAL GAS SERVICES
225.00	O'Neil, Denny J	BOOT REIMBURSEMENT
6,267.25	OLDCASTLE PRECAST INC	CUST 020001137 - ORDER S131899 - OPERATING SUPPLIES - OP CENTER
13,323.71	OREAR EXCAVATING & CONSTRUCTION	SCIP CONTRACTOR PMT - MARTINEZ (1118 NE 104TH AVE)
655.15	PACIFIC HOSE & FITTINGS INC	CUST C0035 - PARTS FOR VEHICLE REPAIR - EQUIP SERVICES
323.46	PACIFIC POWER GROUP LLC	REPAIR ORDER 459594-000 - REPLACE RADIATOR CAP/FILL COOLANT - MODEL D30P3 - SER OLY00000ANPF03780 - FIRSTENBURG COMM CTR - 700 NE 136TH AVE - THRU 12/19/17 - OP CENTER
1,062.93	PAPE MACHINERY	CUST 101272 - PARTS FOR VEHICLE REPAIR - 17DEC - EQUIP SERVICES
4,005.00	PARKEON	CUST 0030328P - SO P70488 - PARKFOLIO LEVEL 3 FEES - 89 EA - 17DEC - PARKING
45.00	PARKEON	CUST 0030784P - SO P70489 - PARKFOLIO LEVEL 3 FEES - 17DEC - PARKS
19,910.00	PBS ENGINEERING & ENVIRONMENTAL INC	PROJ 0025522.000 - CITY OPERATIONS CENTER - THRU 12/01/17 - FACILITIES - RECEIPT 132123 BY S TURK PER E-MAIL
550.00	PBS ENGINEERING & ENVIRONMENTAL INC	PROJ 0073354.000 - INFILTRATION TESTING NW LINCOLN/NW 48TH - THRU 12/01/17 - MP ENG - RECEIPT 132253 BY L JONES PER E-MAIL
154.32	Penner, Elizabeth Michelle (Liz)	LOCAL TRAVEL FOR 2017
1,262.47	PETTY CASH CUSTODIAN	SUMMARY: PETTY CASH REPLENISHMENT
76.56	POTTER WEBSTER CO	CUST 8108500 - ORDER 239754 - PARTS FOR VEHICLE REPAIR AND EQUIPMENT - EQUIP SERVICES
8.89	POTTER WEBSTER CO	CUST 8108500 - ORDER 240629 - PARTS FOR VEHICLE REPAIR AND EQUIPMENT - EQUIP SERVICES
306.54	PRAXAIR DISTRIBUTION INC	SUMMARY: CO2 LIQUID BULK TANK 450# - MCC & FCC
766.00	PROFESSIONAL CREDIT SERVICE	SUMMARY: MULTIPLE REFUNDS
6,960.00	PWL PARTNERSHIP LANDSCAPE ARCHITECTS INC	PROJ 17095-WATERFRONT PARK INTERPRETIVE SIGNAGE/PARK SIGNAGE - THRU 11/24/17 - PARKS - RECEIPT 132458 BY C VOGELZANG PER E-MAIL
1,245.00	QED LAB INC.	PROJ: VANCOUVER FIRE STATION - AAMA-ACCREDITED FIELD TESTING SERVICES - 12/01/17 - FACILITIES - RECEIPT 132489 BY S TURK PER E-MAIL
2,800.00	QED LAB INC.	PROJ: VANCOUVER FIRE STATION - ASTM 779 FIELD TESTING SERVICES - 12/15/17 - FACILITIES - RECEIPT 132124 BY S TURK PER E-MAIL
125.00	ROBERT EATON	12/22/17 - MAGIC SHOW - MARSHALL CENTER - PARKS
25.00	ROSALYN SPISAK	ACCR17 REF OVERPMT PKG CIT 7200402714
144.00	ROTSCHY INC	CLIENT 59 - VAC TRUCK DUMP - OPS CENTER
621,268.20	ROTSCHY INC	WFP - GRANT ST PIER - EST 17 - THRU 12/10/17
600.00	RYAN GRADY DBA LIONEYE AERIALS	AERIAL PHOTOGRAPHY/VIDEO EDITING SERVICES - THRU 11/13/17 - CONSTRUCTION

INVOICE PAYMENTS REPORT

<u>Amount</u>	<u>Vendor Name</u>	<u>Description</u>
600.00	RYAN GRADY DBA LIONEYE AERIALS	AERIAL PHOTOGRAPHY/VIDEO EDITING SERVICES - THRU 12/19/17 - CONSTRUCTION
15,414.48	S&B INC	ORDER 24704 - 2017 SEWER SCADA SYSTEM/MTU UPGRADES - 20% - MP ENG - RECEIPT 132074 BY N KERFOOT PER E-MAIL
235.55	SCHMITT REPORTING & VIDEO INC	ACCR17 - JOB 44972 - TRANSCRIPTION SERVICES - CASE: COV V LIEB - CASE 17-1-00332-8/21526V - 02/02/17 - LAW
6,045.00	SHARE INC	17DEC - SHARE HOUSE - SOLID WASTE SERVICE/SUPPLIES - SOLID WASTE
4.39	SHRED IT USA LLC	ACCT 14978866 - DOCUMENT DESTRUCTION - 12/13/17 - UTILITIES
2,898.62	SHRUMS PEST CONTROL	17DEC - MONTHLY PEST CONTROL SERVICES - MULTIPLE CITY LOCATIONS - OP CENTER
2,898.62	SHRUMS PEST CONTROL	17NOV - MONTHLY PEST CONTROL SERVICES - MULTIPLE CITY LOCATIONS - OP CENTER
161.25	Snow, Robert W	BOOT REIMBURSEMENT
1,257.00	SOFT RESOURCES LLC	17OCT - PROGRESS BILLING - ERP SOFTWARE PROJECT MANAGEMENT SERVICES - EXPENSE REIMBURSEMENT - INFO TECH - RECEIPT 132543 BY S COOLEY PER E-MAIL
35,406.94	SOFT RESOURCES LLC	17OCT - PROGRESS BILLING - ERP SOFTWARE PROJECT MANAGEMENT SERVICES - INFO TECH - RECEIPT 132538 BY S COOLEY PER E-MAIL
1,589.51	SOFTWARE HOUSE INTERNATIONAL SHI	SUMMARY: AROBAT & AROBAT PROFESSIONAL LICENSES - IT
160.41	Spatz, Joseph C	SUMMARY: MILEAGE
60.00	SPRINT CORPORATE SECURITY	CASE 2017-240495 GPS SEARCH 11/16/17-12/16/17 - VPD
3,328.29	STANTEC CONSULTING SERVICES	PROJ 185750186 - CUST 93668 - EPA BROWNFIELD CWA GRANT IMPLEMENTATION - THRU 12/15/17 - CED - RECEIPT 132086 BY B THOMAS PER E-MAIL
550.83	STATE OF WASHINGTON	ACCT VAN305 - TEST/CERTIFY SCALES 00362209 - 10/16/17 - VPD
451.85	STATE OF WASHINGTON	CONTR K10225-3 - OVERTIME BILLING - T CONROY/M DEVOUS - 17DEC - VPD
684.01	STATE OF WASHINGTON	CONTR K10225-3 - OVERTIME BILLING - T CONROY/M DEVOUS - 17NOV - VPD
2,488.00	STATE OF WASHINGTON	CITY OF VANCOUVER FORM A8-2 PAYMENT
5,174.85	STATE OF WASHINGTON	PROJ JM0203L - CUST 916001288 5 - MATERIAL LAB CHARGES - 17NOV - CONSTRUCTION
485,261.01	STELLAR J CORP	WATER STATION 1 - PHASE 1 - EST 12 - THRU 11/25/17
311.50	STERICYCLE INC	SUMMARY: MEDICAL WASTE REMOVAL - FIRE 9 & HAZARDOUS MATERIAL DISPOSAL - OP CENTER
7,985.68	SUMMIT LAW GROUP	SUMMARY: LEGAL SERVICES - HR/LAW & VPD
1,528,446.70	TAPANI UNDERGROUND INC	NE 18TH ST IMPROVEMENTS SEGMENT 1B - EST 10 - THRU 11/15/17
279,670.95	TAPANI UNDERGROUND INC	WATERFRONT PARK TRAIL - EST 7 - THRU 11/01/17
8,898.00	TEKSYSTEMS	SUMMARY: TEMPORARY STAFFING SERVICES - INFO TECH
2,927.50	TERESA JOHNSON CPA, INC	17OCT - ACCOUNTING SERVICES - FINANCE
918.00	TILA MCCUTCHEON	17DEC - WREC HABITAT/WATER MONITORING PROGRAM/CONGRESS - COUNTY - WREC
6,994.94	UNITED STATES	CUST 6003945 - SALES ORDER 6100018127 - WILDLIFE CONTROL PROGRAM - THRU 17DEC - OP CENTER
127.15	UNITED STATES	CUST 6003945 - SALES ORDER 6100018127 - WILDLIFE CONTROL PROGRAM - THRU 17SEP - OP CENTER
8,360.42	US BANK	ACCT 869366948 - 17DEC UNLEADED FUEL CARD PURCHASES FOR MISC CITY VEHICLES - EQUIP SERVICES

INVOICE PAYMENTS REPORT

Amount	Vendor Name	Description
144.50	VANCOUVER AIRE LLC DBA FRESH AIRE AIR FRESHENERS	ROUTE 4-1 2 - DEODORIZING SERVICE - THRU 12/19/17 - TOWN PLAZA - 5411 E MILL PLAIN BLVD - OP CENTER - RECEIPT 132447 BY P TANDY PER E-MAIL
21.02	VANCOUVER BOLT & SUPPLY INC	ORDER VA-00189378-0000 - 17NOV - PARTS FOR VEHICLE AND EQUIPEMENT REPAIRS - EQUIP SERVICES
32.04	VANCOUVER BOLT & SUPPLY INC	ORDER VA-00190718-0000 - 17NOV - PARTS FOR VEHICLE AND EQUIPEMENT REPAIRS - EQUIP SERVICES
3,207.36	VANCOUVER FARMERS MARKET	2018 OUTDOOR STREET LIGHT USAGE - 12 MONTHS - FACILITIES/LINDA CARLSON
185.00	VERITABLE LATITUDE	REFUND FOR BUSINESS LICENCE
30.02	VERIZON WIRELESS	ACCR17 17DEC - ACCT 642160965-00001 - IPAD WIRELESS SERVICE FOR MARGARET LEEDOM - OPS CENTER
40.01	VERIZON WIRELESS SERVICES LLC	ACCR17 ACCT 972233911-00002 - MOBILE BROADBAND MONTHLY CHARGES 11/24/17-12/23/17 - J SEARS - FACILITIES
8,383.75	WA STATE BAR ASSOCIATION	2018 LICENSE RENEWAL - 18 ATTORNEYS - LAW
300.00	WA STATE PATROL	ACCR17 - ACCT VAN311 - MONTHLY BACKGROUND CHECKS - 17SEP - LAW
244.49	WASTE CONNECTIONS INC	ACCR17 - ACCT 2010-1166287 - 17DEC - SHARE PILOT @ 1115 W 13TH ST - SOLID WASTE
34,684.00	WASTE CONNECTIONS INC	ACCT COMM PILOT BILLING - 1334 CUSTOMERS - 17DEC - SOLID WASTE
1,761.50	WATERSHED GARDEN WORKS	CUST 3140 - SYMPHORICARPOS ALBUS-SNOWBERRY 1 GALLON - 500 EA - OPS CENTER
921.40	WEST COAST FIRE & RESCUE	32' HOLMATRO CORE HOSE - FIRE
10,648.95	WESTERN EQUIPMENT DISTRIBUTORS	CUST 1823 - OPERATING SUPPLIES - EQUIP SERVICES
46,312.36	WILCOX & FLEGEL	SUMMARY: FUEL - EQUIP SERVICES
5,019.68	WIRE WORKS LLC	LABOR/SUPPLIES TO INSTALL 911 CIRCUITS POWER DISTRIBUTION PANELS FOR VPD - UNIT 2245 - VIN ENDING IN 71923 - PLATE 63624D - EQUIP SERVICES
355.75	WIRE WORKS LLC	SHOP SUPPLIES - EQUIP SERVICES
355.04	WW GRAINGER INC	ACCT 808802698 - PARTS FOR VEHICLE AND EQUIPMENT REPAIR - EQUIP SERVICES
1,190.10	WW GRAINGER INC	ACCT 808802698 - SHOP SUPPLIES - EQUIP SERVICES
96.77	XPO ENTERPRISE SERVICES INC	WEEKLY POSTAGE SERVICES - THRU 12/16/17 - MEDIA SERVICES
51.52	XPO ENTERPRISE SERVICES INC	WEEKLY POSTAGE SERVICES - THRU 12/23/17 - MEDIA SERVICES
72.00	YWCA CLARK COUNTY	ACCR17 REF CIVICGOV
3,523.04	YWCA OF CLARK COUNTY	DV ARREST GRANT 620050 - DOMESTIC VIOLENCE ARREST GRANT - 17DEC - VPD
3,665.73	YWCA OF CLARK COUNTY	DV ARREST GRANT 620050 - DOMESTIC VIOLENCE ARREST GRANT - 17NOV - VPD
331.30	ADVANCE STORES CO INC	SUMMARY: PARTS FOR REPAIR AND MAINTENANCE - EQUIP SERVICES
159.79	ARAMARK UNIFORM SERVICES INC	SUMMARY: MAT/TOWEL/COVERALL/UNIFORM CLEANING SERVICES
1,554.66	ARBORSCAPE LTD INC	ACCR17 - 12/14/17-01/11/18 - TREE TRIMMING - 1306 MAIN ST - OP CENTER - RECEIPT 132544 BY P TANDY PER E-MAIL
2,790.91	ARONSON SECURITY GROUP	ACCR17 - TECH/APPLICATION ENGINEER LABOR - REPL 3RD FL ELEVATOR LOBBY CAMERA - CITY HALL - 08/30/17 - FACILITIES - RECEIPT 132545 BY P TANDY PER E-MAIL
484.00	BSK ASSOCIATES	CLIENT VANCO8428 - WO V7L0566 - SAMPLE TESTING SERVICES - PCE & TCE ONLY - 12/19/17 - OP CENTER - RECEIPT 132503 BY M CORRELL PER E-MAIL
5,261.46	CADMAN MATERIALS INC	CUST 9408272 - S/O 45328 - PROD 92253 CSTC - 282.03 TON - OPS CENTER
11.63	CITY OF PORTLAND	ACCR17 - ACCT 504443 - TELECOMM SERVICES - 17DEC - VPD

INVOICE PAYMENTS REPORT

Amount	Vendor Name	Description
2,100.00	DAVID COREY PHD PC	ACCR17 - POST-OFFER EVALUATIONS - THRU 11/22/17 - FIRE/VPD - RECEIPT 131866 BY A CARMAN PER E-MAIL FOR \$1,260.00 - RECEIPT 132525 BY A BAFUS PER E-MAIL
2,272.53	ELECTRIC LIGHTWAVE HOLDINGS INC	18JAN - SERVICE AGREEMENT, INTERNET SVCS PER GSA PIGGYBACK FOR INTEGRA - IT
16,982.14	EN POINTE TECHNOLOGIES SALES LLC	ACCT 1028397 - SO 50373316 - MISCROSFT ENTERPRISE-TRUE UP LEVEL D GOVT LICENSE - 102 EA - INFO TECH - RECEIPT 132552 BY J SCHOESSLER PER E-MAIL
3,119.50	ENGINUITY SYSTEMS LLC	ACCR17 - 16001 MARSHALL POOL DESIGN - THRU 09/30/17 - FACILITIES
2,016.24	FIRE SYSTEMS WEST	ACCR17 - WO 321085 - CUST VANC - VARIOUS SERVICES ON MULTIPLE FLOORS - CITY HALL - 415 SW 6TH ST - THRU 12/22/17 - OP CENTER - RECEIPT 132539 BY P TANDY PER E-MAIL
1,950.00	FORTENBERRY & ASSOCIATES INC	RECORDS MANAGEMENT ASSESSMENT - CONSULTING - 10/25/17-12/26/17 - FINANCE
16.70	GENUINE PARTS COMPANY	CUST 7970 - 17DEC - PARTS FOR VEHICLE AND EQUIPMENT REPAIRS - EQUIP SERVICES
5,349.02	HALBERT CONSTRUCTION LLC	LUEPKE HARDWOOD FLOOR REFINISH - EST 1 - THRU 12/26/17
200.00	HOLLY CHAMBERLAIN	ACCR17 - COMPLETE LANDMARK NOMINATION FOR LA CENTER COMM LIBRARY/ZENER HOUSE - 12/05/17 - CMO
577.61	INDUSTRIAL SCIENTIFIC CORP	CUST 106747 - ORDER US000111666 - INET GAS MONITORING SUBSCRIPTION - 11/23/17-12/22/17 - OP CENTER - RECEIPTED BY P TANDY PER E-MAIL
10,523.83	INNOVYZE INC	2018 INFOMASTER DESKTOP SUITE FLOATING SOFT LICENSING (SER 1MD40S10101-F000228)/INFOWATER SUITE FLOATING LICENSE - SER IWR60SUNL01-F002990 - INFO TECH FOR MP ENG - PO 89156/ RECEIPT 132554 BY MP ENG
1,270.40	KELLY SERVICES INC	SCHMID, L - ORDER A2342 - W/E 01/07/18 - IT
1,904.75	KITTELSON & ASSOC INC	PROJ 198930 - VANCOUVER ON CALL STREET LIGHTING REVIEW - THRU 11/30/17 - FACILITIES - RECEIPT 132178 BY L JONES PER E-MAIL
4,370.79	KITTELSON & ASSOC INC	PROJ 198940 - VANCOUVER TRAFFIC ON CALL - THRU 11/30/17 - FACILITIES - RECEIPT 132402 BY N KERFOOT
10,443.30	KRONOS INCORPORATED	2018 WORKFORCE TELESTAFF ENTERPRISE/GLOBAL/GATEWAY/CONTACT V4 - PLATINUM LEVEL - 230 LICENSES - THRU 02/08/19 - INFO TECH - RECEIPT 132570 BY J SCHOESSLER PER E-MAIL
29,133.66	KRONOS INCORPORATED	2018 WORKFORCE TELESTAFF ENTERPRISE/GLOBAL/GATEWAY/CONTACT V4 - SUBSCRIPTION/SOFTWARE SERVICE - 240 LICENSES - THRU 02/08/19 - INFO TECH - RECEIPT 132569 BY J SCHOESSLER PER E-MAIL
414.21	LANDMARK FORD	ACCT 5294 - PARTS FOR CITY EQUIPMENT - EQUIP SERVICES
18,947.09	METEREADERS LLC	17DEC - MONTHLY METER READING SERVICES - UTILITIES - RECEIPT 132079 BY J JONES PER E-MAIL
3,026.94	MISCELLANEOUS	SUMMARY: CITY UTILITIES REFUNDS, PARKS REFUNDS & OTHER MISC REFUNDS
108.81	MUNNELL AND SHERRILL INC	CUST 3363 - DOC 988646 - SHOP SUPPLIES - EQUIP SERVICES
6,735.00	NORTHWEST CASCADE INC DBA HONEY BUCKET	ACCT 015153 - ORDER 015153-0047 - PORTA POTTY RENTALS - 07/03/17-07/05/17 - PARKS SPECIAL EVENTS
1,043.65	NORTHWEST TESTING INC	ACCR17 - 17NOV - SPECIAL INSPECTION/MATERIALS TESTING - PROJ 051007 & 051008 - VFD REPLACEMENT FIRE STNS 1 & 2 - FACILITIES - RECEIPT 132532 BY S TURK PER E-MAIL

INVOICE PAYMENTS REPORT

Amount	Vendor Name	Description
1,800.00	PACIFIC OUTDOOR ADVERTISING LLC	ACCT 2810 - CONTR 2692 - ADVERTISING SERVICES - BILLBOARD DUI CAMPAIGN ADS - NE ST JOHNS RD 100 FT S/O 78TH ST/N PACIFIC HWY 360 FT S/O MINNEHAHA RD - 12/25/17-01/21/18 - VPD
513.82	PACIFIC POWER GROUP LLC	REPAIR ORDER 458325-000 - GENERATOR MAINTENANCE - THRU 12/15/17 - OP CENTER
2,094.57	PORTLAND MECHANICAL CONSTRUCTION INC	VIDEO INSPECT/CLEAN DEBRIS IN PTRAP PIPE - UTILITIES - 2323 GENERAL ANDERSEN RD - 07/11/17 - OP CENTER - PO 89079 PER PMC/ RECEIPT 132446 BY P TANDY PER E-MAIL
2,475.00	R&W ENGINEERING INC	PROJ 073.004 BLOCK 8 MEP REVIEW - CMI-220860 - THRU 12/25/17 - CDD - RECEIPT 132148 BY B THOMAS PER E-MAIL
102.98	RENTOKIL NORTH AMERICA INC	CUST 247119 - MONTHLY PEST CONTROL MAINTENANCE - 12/26/17 - TENNIS CTR - RECEIPT 132207 BY G COYLE PER E-MAIL
4,650.90	RIGHT SYSTEMS INC	CUST COV120 - ORDER SO-072952 - CITRIX EASY XENMOBILE ENT - IT
472.00	ROTSCHY INC	CLIENT 59 - VAC TRUCK DUMP, ASPHALT IN - OPS CENTER
5,648.00	S & F LAND SERVICES INC	PROJ 2017-035-04 - JEFFERSON-KAUFFMAN FROM EVERGREEN BLVD TO MILL PLAIN BLVD TOPOGRAPHICAL ROW/BOUNDARY SURVEY - THRU 12/16/17 - CONSTRUCTION
910.49	SHARE INC	PROJ 414733 - ASPIRE HUNGER RESPONSE - 17DEC - CDBG FUNDING
617.18	SHARE INC	PROJ 414735 - SHARE OUTREACH - 17DEC - CDBG FUNDING
10,314.84	SHARE INC	PROJ 601608 - ASPIRE HOME RENT ASSIST TBRA - 17DEC - HOME FUNDING
1,456.76	SHARE INC	PROJ 601705 - ASPIRE RENT ASSIST TBRA - 17DEC - HOME FUNDING
379.40	SHRUMS PEST CONTROL	17DEC - MONTHLY PEST CONTROL SERVICES - TOWER MALL - OP CENTER
379.40	SHRUMS PEST CONTROL	17NOV - MONTHLY PEST CONTROL SERVICES - TOWER MALL - OP CENTER
68.75	SIMPLY HOPE CHRISTIAN CENTER	RENTAL DEPOSIT RETURN #3279
113.42	Snodgrass, Bryan Richard	ACCR17 EFSEC HEARING IN OLYMPIA
340.69	SOFTWARE HOUSE INTERNATIONAL SHI	CUST 1072078 - SO S46835938 - ACROBAT PROFESSIONAL V2017 NEW LICENSE - 1 EA - AGREEMENT 4600014240 - INFO TECH
6,814.84	SP PLUS CORPORATION	17NOV - PARKING SERVICES
3,705.00	STATE OF WASHINGTON	DYED DIESEL FUEL USER TAX RETURN ~ Q4-17
75,810.76	STATE OF WASHINGTON	LEASEHOLD EXCISE TAX RETURN Q4-17 ~ PUBLICLY OWENED PROPERTY
0.76	STERICYCLE INC	CUST 6029888 - 18JAN - MEDICAL WASTE REMOVAL - VPD
1,115,249.46	TAPANI UNDERGROUND INC	NE 18TH ST IMPROVMENTS SEGMENT 1B - EST 11 - THRU 12/15/17
200.00	UNITED STATES POSTAL SERVICE	POSTAGE DUE 95004.00 FOR SR MESSENGER
400.00	UNITED STATES POSTAL SERVICE	POSTAGE DUE 95004.00 FOR UTILITIES
358.49	US DOSIMETRY TECHNOLOGY INC	CUST Z93 - TLD 5 CHIP (F)/NUCLEAR BADGES AND RADIATION TESTING - CONSTRUCTION
8,215.64	WAGSYS LLC	CIVICGOV IMPLEMENTATION - CONSULTING SERVICES - MILESTONE PAYMENT - THRU 12/08/17 - INFO TECH/FIRE
15,662.23	WALDRON & COMPANY	ACCR17 - FIRE DIVISION CHIEF - CONSULTING SERVICES - THRU 10/17/17 - HR - RECEIPT 132524 BY A BAFUS PER E-MAIL
15,746.91	WALDRON & COMPANY	ACCR17 - FIRE DIVISION CHIEF - CONSULTING SERVICES - THRU 12/04/17 - HR - RECEIPT 132524 BY A BAFUS PER E-MAIL
6,934.63	WASTE CONNECTIONS INC	17DEC MONTHLY GARBAGE SERVICES FOR MULTIPLE CITY ACCOUNTS - SOLID WASTE
6,972.15	WASTE CONNECTIONS INC	ACCT 2010-811773 - MULTIFAMILY RECYCLE PROGRAM - 17DEC - REPLACES INV 14304277 PER L JONES - SOLID WASTE
40,532.59	WILCOX & FLEGEL	SUMMARY: FUEL - EQUIP SERVICES
46,779.15	WILDISH STANDARD PAVING COMPANY	FOURTH PLAIN INFILL SIDEWALKS - EST 4 - THRU 11/10/17
750.48	WESTERN METAL IND PENSION FUND	PAYROLL
1,122.01	UNITED WAY OF THE COLUMBIA WILLAMETTE	PAYROLL

INVOICE PAYMENTS REPORT

Amount	Vendor Name	Description
2,762.00	CHAPTER 13 - TRUSTEE	PAYROLL
7,596.72	LIFE INSURANCE CO OF NORTH AMERICA	PAYROLL
9,519.22	AMERICAN FAMILY LIFE ASSURANCE	PAYROLL
680.00	IAM LOCAL #1374	PAYROLL
19,124.46	IAFF LOCAL #452	PAYROLL
14,655.86	VANCOUVER POLICE OFFICER GUILD	PAYROLL
5,127.19	AFSCME LOCAL #307	PAYROLL
5,101.79	OPEIU LOCAL #11	PAYROLL
2,849.54	WESTERN CONFERENCE OF TEAMSTERS	PAYROLL
500.00	MFS SERVICE CENTER INC	PAYROLL
704.00	TEAMSTERS LOCAL #58	PAYROLL
280.00	UA LOCAL #290	PAYROLL
80.33	LEGAL SHIELD	PAYROLL
3,841.00	A-CHECK AMERICA INC	SUMMARY: EMPLOYMENT SCREENING SERVICES - HR
900.78	A LINE ASPHALT MAINTENANCE INC	SUMMARY: MAINTENANCE RATED SWEEP - PARKING & OPS CENTER
4,290.00	ACCENT BUSINESS SERVICES INC	ALI ZULFI - W/E 12/23/17 - INFO TECH - RECEIPT 132108 BY J SCHOESSLER
10,406.40	ACTION TECHNOLOGY SYSTEMS	ACCT 810805 - INSPECT/TEST/SERVICE FIRE ALARM SYSTEM - 17NOV-17DEC - TOWN PLAZA - OP CENTER - RECEIPT 132209 BY G COYLE PER E-MAIL
724.72	ADVANCE STORES CO INC	SUMMARY: PARTS FOR REPAIR AND MAINTENANCE - EQUIP SERVICES
2.98	AIRGAS NOR PAC INC	PAYER 2363679 - SHIP TO 2335879 - COMPRESSED GAS - 12/31/17 - FIRE STATION 5
120.00	AIRPORT GREEN NEIGHBORHOOD ASSN	EARNED IN 2017 - PARTICIPATION IN RECYCLING 101 GRANT
777.47	ALLEGIANCE BENEFIT PLAN MANAGEMENT	RETIRED LEOFF 1 FIRE MEDICAL CLAIMS
11,426.54	ALLEGIANCE BENEFIT PLAN MANAGEMENT	RETIRED LEOFF 1 POLICE MEDICAL CLAIMS
5,311.60	ALLEN EXTERIOR REMODELING INC	PROJ 414647 - REHAB LOAN PROGRAM - D ROONEY - 13401 NE 28TH ST # 314 - THRU 01/18/18 - CDBG FUNDING
57.70	ALLIED SAFE & VAULT CO	PERMIT WITHDRAWN
205.00	ALLY PEST MANAEGMENT	REF BUS LIC FEES
51.83	ARAMARK UNIFORM SERVICES INC	CUST 792560429 - MAT/TOWEL CLEANING - THRU 12/27/17 - TENNIS CENTER
55.48	ARAMARK UNIFORM SERVICES INC	CUST 792566477 - COVERALL CLEANING - THRU 12/27/17 - OP CENTER
157.19	ARONSON SECURITY GROUP	TECH/APPLICATION ENGINEER LABOR - CAMERA ADJUSTMENTS FOR CITY HALL - THRU 11/21/17 - FACILITIES - RECEIPT 132388 BY P TANDY PER E-MAIL
157.19	ARONSON SECURITY GROUP	TECH/APPLICATION ENGINEER LABOR - CAMERA ADJUSTMENTS FOR VPD/EAST - THRU 11/20/17 - FACILITIES - RECEIPT 132389 BY P TANDY PER E-MAIL
275.00	ART ALA CARTE	ACCR17 - 12/29/17 - ART INSTRUCTION - WINTER DAY CAMP - MARSHALL CENTER - PARKS
1,319.33	AT&T MOBILITY II LLC	ACCR17 ACCOUNT 287253610004 - CURRENT CHARGES 12/05/17-01/04/18 - CONSTRUCTION
9,394.66	AT&T MOBILITY II LLC	ACCR17 ACCT #287256310986 - CELL PHONE WIRELESS CHARGES - 12/05/17-01/04/18 - OPS CENTER
5,884.65	BERGER ABAM INC	PROJ A17.0026.00 - EVERGREEN HWY TRAIL ENVIRO PROC & PERM - THRU 12/22/17 - CONSTRUCTION - RECEIPT 132350 BY L PETERSEN PER E-MAIL
1,037.57	BERGER ABAM INC	PROJ A18.0032.00 - FIRE FACILITATION - THRU 12/22/17 - CMO
864.01	BERGER ABAM INC	PROJ A18.0064.00 - 6TH STREET GATEWAY - THRU 12/22/17 - ECON DEV - RECEIPT 132202 & 132218 BY B THOMAS PER E-MAIL
44.00	BILLY DEAN LEASING	REF CIVICGOV
25.00	BLACK DIAMOND CONSTRUCTION ENT	REF OVERPMT PKG CIT 7200601867

INVOICE PAYMENTS REPORT

Amount	Vendor Name	Description
11,558.51	BROWN & CALDWELL	PROJ 148585 - VANCOUVER MERCURY MODULE UPGRADE - THRU 11/30/17 - MP ENG - RECEIPT 132125 BY N KERFOOT PER E-MAIL
8,955.39	BROWN & WILSON PARTNERSHIP LLC	FEB 18 DOMESTIC VIOLENCE LEASE
5,514.50	BSK ASSOCIATES	SUMMARY: SAMPLE TESTING SERVICES - OP CENTER
686.00	CALE AMERICA INC	ACCT VANC000001 - SRO X000010055 - CALE WEB OFFICE SUPPORT FOR PAY STATIONS - 14 EA - 17DEC - PARKING - RECEIPT 132318 BY T PICCHIONI PER E-MAIL
134.45	Carter, Bryan G	BOOT REIMBURSEMENT
340.00	Cary, Michelle Jean	CERTIFICATE RENEWAL AND MEMBERSHIP DUE REIMBURSEMENT
531.00	Cary, Michelle Jean	MEMBERSHIP DUES REIMBURSEMENT
223,195.07	CENTENNIAL CONTRACTORS ENTERPRISES, INC.	SUMMARY: CONSTRUCTION SERVICES
7,620.51	CFM STRATEGIC COMMUNICATIONS INC	PROFESSIONAL SERVICES/EXPENSE REIMBURSEMENT - THRU 12/31/17 - CMO - RECEIPT 132445 BY K PECK PER E-MAIL
189,721.65	CH2M HILL ENGINEERS INC	CUST 003143 - PROJ 684786 - WATER STATION 1 PHASE II PROJECT RESERVOIR REPLACEMENTS - THRU 11/24/17 - MP ENG - RECEIPT 132177 BY L JONES PER E-MAIL
6,323.00	CITY BARK & RECYCLING LLC	ACCR17 - 17DEC - YARD DEBRIS - OPS CENTER
32,550.00	CITY BARK & RECYCLING LLC	CUST ID VANCoupon - DEBRIS RECYCLING - 17DEC - SOLID WASTE - RECEIPT 132606 BY H VASKELIS PER E-MAIL
401.00	CITY OF VANCOUVER	CUST 100119 - FIRE CODE INSPECTION/PERMIT FEE - INSPECTION-18-0264 - LOC ID 2136-0020 - 4600 SE COLUMBIA WAY - WREC - 01/17/18 - OP CENTER
401.00	CITY OF VANCOUVER	CUST 238757 - FIRE CODE INSPECTION/PERMIT FEE - INSPECTION-18-0285 - LOC ID 2126-0501 - 1009 E MCLOUGHLIN BLVD - LEUPKE CTR - 01/18/18 - OP CENTER
66.00	CLARK COLLEGE	REF CIVICGOV
28,154.06	CLARK COUNTY	SUMMARY: WORK CREWS - OP CENTER
2,562.40	CLARK COUNTY	ACCR17 - CUST 1810 - PUBLIC UTILITY PERMITS - 17NOV - OPS CENTER
17,517.60	CLARK COUNTY	ACCR17 - CUST 1814 - WHATLEY TIPPING FEE - 17OCT - OP CENTER
49,001.50	CLARK COUNTY	ACCR17 - CUST 1816 - GIS-8029 2017 PARTNERSHIP FEE - MP ENG
294.00	CLARK COUNTY HEALTH DEPT	ACCT AR0017315 - 2018 FOOD PERMIT PUBLIC KITCHEN - PARKS & REC LCC
510.00	CLARK COUNTY TITLE CO	RECONVEYANCE FOR: WALDRON, SHUFELT, RAMAURI
37,684.88	CLEARWIRE LLC	REF MISC
3,150.00	CLOUDPWR	DOCUSIGN PILOT CONSULTING HOURS - THRU 12/21/17 - INFO TECH - RECEIPT 132236 BY J SCHOESSLER PER E-MAIL
3,000.00	COLLIERS INTL VALUATION & ADVISORY SERVICES LLC	JOB VAN170230 - APPRAISAL SERVICES - INDUSTRIAL LAND - NE FOURTH PLAIN BLVD & STAPLETON RD - FACILITIES - RECEIPT 132163 BY J MCGEE
4,200.00	COLLIERS INTL VALUATION & ADVISORY SERVICES LLC	JOB VAN170231 - APPRAISAL SERVICES - TECH PLAZA INDUSTRIAL LAND - 5701 NE FOURTH PLAIN BLVD - FACILITIES - RECEIPT 132164 BY J MCGEE
1,020.00	COLUMBIA INDUSTRIAL TRAINING & EDUCATION LLC	12/04/17 - BUCKET TRUCK TRAINING - 12 STUDENTS - OP CENTER
2,969.02	COLUMBIA RESOURCE COMPANY	ACCR17 - ACCT 130625 - 17DEC - DISPOSAL COST AT TRANSFER STATION - OPS CENTER
4,152.00	COLUMBIA RESOURCE COMPANY	ACCR17 - ACCT 450003 - 17DEC - FALL LEAF PROGRAM - SOLID WASTE
4,250.96	COLUMBIA WEST ENGINEERING INC	ACCR17 - WO 17159 - WATER STATION 1 - THRU 12/31/17 - CONSTRUCTION - RECEIPT 132651 BY L PETERSEN PER E-MAIL
1,352.89	COLUMBIAN PUBLISHING COMPANY	ACCR17 - ACCT 50486 - 17DEC ADVERTISING - CMO
13.64	COMCAST CABLE COMMUNICATIONS INC	ACCT 8778 10 101 2442215 - 01/15/18-02/14/18 - VPD EAST PRECINCT
136.11	COMCAST CABLE COMMUNICATIONS INC	8778 10 101 4482433 - 01/18/18-02/17/18 - VPD WEST PRECINCT
5,602.18	CONFLUENCE PROJECT INC	2017 INSTALLMENT - WORK AT LANDBRIDGE - ACCOUNTING

INVOICE PAYMENTS REPORT

Amount	Vendor Name	Description
2,521.11	CONSOLIDATED SUPPLY CO	CUST 23132 - OPERATING SUPPLIES - OPS CENTER
7,588.00	CONTECH STORMWATER SOLUTIONS	ACCR17 CUST 441383 - REF 12147044 SO - 18" CARTRIDGES - OP CENTER
12,822.01	CORE & MAIN LP	ACCT 110866 - OPERATING SUPPLIES - OPS CENTER
519,910.14	CORP INC CONSTRUCTION	VANCOUVER FIRE DEPT REPLACEMENT FIRE STNS 1 & 2 - EST 17 - THRU 12/31/17
2,647.61	CYBERSOURCE CORPORATION	MERCHANT 449280 - BIN 347501591684 - CREDIT CARD SERVICES - THRU 12/31/17 - TREASURY - RECEIPT 132401 BY C ALLEMANG
2,695.88	DATABAR INC	SUMMARY: ENVELOPES - FINANCE & UTILITIES
39.02	DAY MANAGEMENT CORP DBA DAY WIRELESS	ACCR17 - CUST H51 - JOB TICKET 450470 - FIX MIC/REPAIR HOUSINGS - 1 EA - 11/27/17 - FIRE
515.98	DAY MANAGEMENT CORP DBA DAY WIRELESS	ACCR17 - CUST H51 - JOB TICKET 450653 - DEPOT REPAIR - 1 EA - ITEM H98UCF9PW6 - SER 756CNM1393 - 11/27/17 - FIRE
2,220.00	DIXON RESOURCES UNLIMITED	17DEC - PARKING PROGRAM EFFICIENCY STUDY - DRS - RECEIPT 132354 BY B THOMAS PER E-MAIL
1,389.80	DKS ASSOCIATES	ACCR17 - PROJ 16117-003 - ASSET MANAGEMENT FRAMEWORK PILOT PROJECT - THRU 07/28/17 - TRANSPORTATION - RECEIPT 132622 BY N KERFOOT PER E-MAIL
4,847.98	DKS ASSOCIATES	PROJ 16117-006 - 42ND & ST JAMES SIGNAL DESIGN - THRU 12/01/17 - TRANSPORTATION - RECEIPT 132588 BY N KERFOOT
585.00	DOUG MILLBRANT	SETTLEMENT RE: DOUG MILLBRANT - DOL: 01/06/18 - RISK
806.00	E J WARD INC	ORDER 0052402 - CUST VANCITY - PROJECT MANAGEMENT SERVICES - EQUIP SERVICES
1,039.04	E J WARD INC	ORDER 0052995 - CUST VANCITY - KEY FOB ENCODER - EQUIP SERVICES
13,379.60	E J WARD INC	ORDER 0053333 - CUST VANCITY - CVR INSTALL TRAINING/TRAVEL - EQUIP SERVICES
3,518.71	EAGLE WEB PRESS	JOB 89250 - MESSENGER INSERTS/MAIL PROCESSING - 18JAN - MEDIA SERVICES
2,615.82	EAGLE WEB PRESS	THE MESSENGER POSTAGE - 18FEB - MEDIA SERVICES
40.00	ELFIKA M BUDEY	REF OVERPMT PKG CIT 170502431
205.95	English, Dean R.	BOOT REIMBURSEMENT
2,000.00	ENTERCOM PORTLAND LLC	STATION SRD-POR - DIGITAL MARKETING PLAN DISPLAY/SOCIAL MEDIA - FLIGHT DATES 12/25/17-01/24/17 - VPD
45.00	ERIC ATWELL DBA ORCHARDS VETERINARY CLINIC LLC	ACCT 25150 - 12/14/17 - VETERINARY SERVICES - CANINE OFFICER IVAR - VPD
1,287.30	ESTHER SHORT COMMONS LLP	ACCR17 - 17JUL-18JAN TRUE UP FOR ESTHER SHORT COMMONS MONTHLY LEASE PAYMENT
8,230.97	ESTHER SHORT COMMONS LLP	FEB 18 ESTHER SHORT COMMONS
120.00	FIRCREST NEIGHBORHOOD ASSN	EARNED IN 2017 - PARTICIPATION IN RECYCLING 101 GRANT
2,637.13	GALLS LLC	ACCT 1001096190 - FIRE UNIFORM - FIRE STATION #81
709.61	GENUINE PARTS COMPANY	CUST 7970 - 17DEC - PARTS FOR VEHICLE AND EQUIPMENT REPAIRS - EQUIP SERVICES
4,550.00	GEOGRAPHIC TECHNOLOGIES GROUP INC	GIS STRATEGIC IMPLEMENTATION PLAN (FINAL) - THRU 12/29/17 - MP ENG - RECEIPTED BY N KERFOOT PER E-MAIL
20,022.71	GORDIAN GROUP	SUMMARY: JOB ORDER CONTRACTING PROGRAM CONSULTANT - PROCUREMENT
101.79	GORDON TRUCK CENTERS	CUST 96056 - 17DEC - PARTS FOR VEHICLE AND EQUIPMENT REPAIR - EQUIP SERVICES
1,756.81	GRAYBAR ELECTRIC CO INC	ACCR17 SO# 361955463 - ADD FLUKE NETWORKS - 1YR GOLD SUPPORT - IT
15,771.35	GRAYBAR ELECTRIC CO INC	ACCR17 SO# 361955463 - ADD FLUKE NETWORKS - OPTIFIBER PRO QUAD ADD ON KIT - IT
23,316.67	GRAYBAR ELECTRIC CO INC	SO# 361955463 - NETSCOUT ONETOUCH AT G2 3000 - IT

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

INVOICE PAYMENTS REPORT

Amount	Vendor Name	Description
4,583.37	GREATER VANCOUVER CHAMBER OF	ACCR17 - PROJ 2015 CDBG 414643 - SMALL BUSINESS ASSISTANCE PROGRAM - 17DEC - CDBG FUNDING
10,841.25	H&H WOOD RECYCLERS INC	ACCR17 - ACCT 10-000006C - 12/01/17-12/31/17 - YARD DEBRIS DISPOSAL - MP ENG - RECEIPT 132612 BY L JONES PER E-MAIL
4,146.94	HALBERT CONSTRUCTION LLC	BLAIRCO FILTER PROJECT - EST 5 - THRU 12/31/17
7,226.70	HALBERT CONSTRUCTION LLC	DISTINCTIVE LANDSCAPE - EST 3 - THRU 12/31/17
18,797.22	HALBERT CONSTRUCTION LLC	NURSE SCHOOL 20MPH BECONS - EST 1 - THRU 01/02/18
322.50	HARPER HOUF PETERSON RIGHELLIS INC	PROJ VAN-67 - NORTH IMAGE PARK - THRU 11/17/17 - PARKS
137.00	Hayes, Colin J	CDL KNOWLEDGE AND ENDORSEMENT FEE REIMBURSEMENT
15,438.73	HDJ DESIGN GROUP	ACCR17 - PROJ HDJ4025.003 - 2018 PRESERVATION STRIPING PLAN - 17DEC - OP CENTER - RECEIPT 132647 BY P NEWTON PER E-MAIL
54,738.05	HDJ DESIGN GROUP	PROJ HDJ3755-000 - NE 137TH AVE CORRIDOR - 17DEC - CONSTRUCTION - RECEIPT 132512 BY L PETERSEN PER E-MAIL
172.95	Hurn, Trevor Allen	BOOT REIMBURSEMENT
426.84	IRON MOUNTAIN SECURE SHREDDING	CUST 7121Y - ON-SITE DOCUMENT DESTRUCTION - 17DEC - VPD
1,750.00	JCI JONES CHEMICALS INC	ORDER 547806 - CHLORINE 150 LB CYLINDERS - 7 EA - OP CENTER
136.66	JIAYUE SUN	REF BUS LIC
173.11	JMR GROUP LLC DBA MCCOY FREIGHTLINER OF PORTLAND	ACCR17 - CUST 11742 - 17DEC - PARTS FOR VEHICLE REPAIR - EQUIP SERVICES
65.00	JOAN KROUT DBA CLARK CO MOBILE DRUG TESTING	12/14/17-12/20/17 - MEDICAL TESTING SERVICES - OP CENTER - PO 88276/ RECEIPT 132426 BY A BAFUS PER E-MAIL
2,335.60	JOSEPHINE TOWNSEND	MELNIK IMPOUND HEARING JUDGEMENT
317.60	KELLY SERVICES INC	SCHMID, L - ORDER A2342 - W/E 01/14/17 - IT
125.00	KRAMER GEHLEN & ASSOC	ACCR17 - PROJ 17025-14 - BLOCK 8 - CMI-220860 - THRU 12/31/17 - CDD
250.00	KRAMER GEHLEN & ASSOC	ACCR17 - PROJ 17025-35 - VANCOUVER STORAGE - CMI-230856 - THRU 12/31/17 - CDD
160.00	Lindsley, Jeff Dean	BOOT REIMBURSEMENT
416.96	LINGUAVA INC	CUST 549 - DOCUMENT TRANSLATION SERVICES - THRU 12/31/17 - CMO
3,216.76	LOOMIS ARMORED US LLC	ACCR17 - ACCT 10038010/1700 - 17DEC - ARMORED CAR SERVICES - MULTIPLE CITY LOCATIONS - FINANCE - RECEIPT 132674 BY C ALLEMANG PER E-MAIL
4,615.00	M & M EXTENDO LLC	EXTENDEDB FOR POLICE SUBURBAN #2247 - EQUIP SERVICES
1,742.76	MACKAY & SPOSITO INC	PROJ 16748 - 18TH ST IMPROVEMENTS - THRU 11/25/17 - TRANSPORTATION - RECEIPT 132161 BY L PETERSEN PER E-MAIL
30.00	MARK HELD	REF OVERPMT PKG CIT 170205166
129.03	MARK MURPHY	REF PKG PERMIT COV07230
325.00	MAROSI INVESTIGATIVE SERVICES LLC AKA FOWLER RISK LLC	ACCR17 - PROJECT: B ANDERSON - SURVEILLANCE - THRU 12/26/17 - RISK
1,000.00	MAROSI INVESTIGATIVE SERVICES LLC AKA FOWLER RISK LLC	ACCR17 - PROJECT: R DRINGENBERG - SURVEILLANCE - THRU 12/26/17 - RISK
69.00	MARQUAM GROUP LTD	VPD SHAREPOINT SUPPORT - THRU 12/22/17 - INFO TECH - RECEIPT 132380 BY J SCHOESSLER PER E-MAIL
25.00	MARYANN J FARRELL	REF OVERPMT PKG CIT 7200402494
115.00	McNutt-Koning, Susan A.	CERTIFICATE RENEWAL REIMBURSEMENT
80.20	MEGAN RAMARUI	REF 600 SCIP LOAN
5,002.09	MISCELLANEOUS	SUMMARY: CITY UTILITIES REFUNDS, PARKS REFUNDS & OTHER MISC REFUNDS
111.88	MOFFORD ELECTRIC INC	PERMIT WITHDRAWN

INVOICE PAYMENTS REPORT

Amount	Vendor Name	Description
165.84	Moore, Travis E	EMPLOYEE REIMBURSEMENT - BOOT ALLOWANCE - OPS CENTER
83.53	MUNNELL AND SHERRILL INC	ACCR17 - CUST 3363 - DOC 990267 - SHOP SUPPLIES - EQUIP SERVICES
136.45	MUNNELL AND SHERRILL INC	ACCR17 - CUST 3363 - DOC 991715 - SHOP SUPPLIES - EQUIP SERVICES
500.00	NAGRA & ATWAL CORPORATION	FEB 18 OPS PARKING LEASE
4,069.59	NATIONAL PARK SERVICE	FEB 18 PEARSON AIR PARK LEASE
12,110.76	NORTHWEST STAFFING RESOURCES	CITY WIDE TEMPORARY SERVICES - W/E 01/07/18
8,339.88	NORTHWEST TESTING INC	ACCR17 - 17DEC - SPECIAL INSPECTION/MATERIALS TESTING - PROJ 033090 - WATERFRONT PARK-GRANT ST PIER - CONSTRUCTION - RECEIPT 132650 BY L PETERSEN PER E-MAIL
670.00	NORTHWEST TESTING INC	ACCR17 - 17DEC - SPECIAL INSPECTION/MATERIALS TESTING - PROJ 051007 & 051008 - VFD REPLACEMENT FIRE STNS 1 & 2 - FACILITIES - RECEIPT 132534 BY S TURK PER E-MAIL
1,543.04	NW NATURAL	ACCR17 ACCT 1640094-7 - GAS USAGE 12/13/17-1/15/18 - VPD EAST
20,619.72	OBEC CONSULTING ENGINEERS INC	JOB 0503-0013.00 - SEISMIC IMPROVEMENTS-WATER TOWERS - THRU 11/30/17 - MP ENG - RECEIPT 132153 BY L JONES PER E-MAIL
977.98	ONE CALL CONCEPTS INC	ACCT 19-0000085 - DIST VAN01 - EXCAVATION NOTIFICATIONS - 17DEC - OP CENTER
217.21	ONE CALL CONCEPTS INC	ACCT 19-0000085 - DIST VAN04 - EXCAVATION NOTIFICATIONS - 17DEC - OP CENTER/TRAFFIC
4,025.20	PACIFIC FURNISHINGS	SUMMARY: RECEIVE/DELIVERY/PLACEMENT SERVICES - HERMAN MILLER FURNISHINGS - PROPERTY SERVICES
3,911.60	PACIFIC GROUNDWATER GROUP	ACCR17 - JOB JZ1701 - SHALLOW GROUNDWATER WELL MONITORING PROJECT - THRU 12/31/17 - MP ENG - RECEIPT 132657 BY L JONES PER E-MAIL
822.28	PAPE MACHINERY	CUST 101272 - PARTS FOR VEHICLE REPAIR - 17DEC - EQUIP SERVICES
4,380.55	PC SPECIALISTS INC	CUST 29019 - SOLARWINDS ORION IP ADDRESS MGR FOR IP16000/UPGRADE LICENSE - 1 EA - SHIPPED 12/29/17 - INFO TECH - RECEIPT 132288 BY J SCHOESSLER PER E-MAIL
107.40	PETTY CASH CUSTODIAN	SUMMARY: PETTY CASH REPLENISHMENT
17,559.28	POLICE RECORDS & INFORMATION MANAGEMENT GROUP	VPD RECORDS PROJECT MANAGEMENT - CONSULTING SERVICES - THRU 12/22/17 - VPD - RECEIPT 132501 BY C ALLEMANG PER E-MAIL
54,954.68	PORTLAND MECHANICAL CONSTRUCTION INC	SUMMARY: TOWN PLAZA HVAC INSPECTIONS/REPAIR PROJECT & RESTROOM PUMP STATION PM - MARINE PARK BOAT RAMP
16,878.39	PPC SOLUTIONS INC	SUMMARY: SECURITY SERVICES THROUGHOUT THE CITY
1,895.00	PPI GROUP	ACCT CIT121 - SO ORD253685 - CONSULTING SERVICES - 01/04/18 - MP ENG - RECEIPT 132152 BY L JONES PER E-MAIL
50.00	PROFESSIONAL CREDIT SERVICE	DAWN WINTER CITATION170203552
1,208.04	PROFESSIONAL SERVICE INDUSTRIES	CUST 1104830 - PROJ 07021966 - VANC WATERFRONT PARK - 17DEC - CONSTRUCTION
1,849.15	PWL PARTNERSHIP LANDSCAPE ARCHITECTS INC	ACCR17 - PROJ 17095-WATERFRONT PARK INTERPRETIVE SIGNAGE/PARK SIGNAGE - REIMBURSABLE EXPENSES - THRU 12/31/17 - PARKS - RECEIPT 132614 BY C VOGELZANG PER E-MAIL
1,582.50	PWL PARTNERSHIP LANDSCAPE ARCHITECTS INC	ACCR17 - PROJ 17095-WATERFRONT PARK INTERPRETIVE SIGNAGE/PARK SIGNAGE - THRU 12/31/17 - PARKS - RECEIPT 132614 BY C VOGELZANG PER E-MAIL
72.00	QUALA SYSTEMS INC	REF CIVICGOV
10,243.43	QWEST CORP DBA CENTURY LINK	CITYWIDE PHONE LINES
590.78	RENTOKIL NORTH AMERICA INC	SUMMARY: MONTHLY PEST CONTROL MAINTENANCE
180.00	Roberts, Christopher Lee	BOOT REIMBURSEMENT
65.66	RUDNICK ELECTRIC SIGNS LLC	PERMIT WITHDRAWN

INVOICE PAYMENTS REPORT

Amount	Vendor Name	Description
30.00	RUTH BALEIKO	REF OVERPMT PKG CIT 7200401094
13,187.65	SANDY CARLEY	02 2018 FINAL WAGES FOR C. CARLEY
1,814.25	SCHMITT REPORTING & VIDEO INC	ACCR17 - JOB 44912 - DEPOSITION SERVICES - CASE: SHORT V JOHN DOES 1-5 AND COV - CASE 16-2-00044-8 - 12/07/17 - RISK
6,267.00	SEQUENCE GRAPHICS LLC	ADVERTISING SALES COMMISSION FOR SR MESSENGER - 18JAN - MEDIA SERVICES - RECEIPT 131646 BY T LOONEY
55.30	SHRED IT USA LLC	ACCR17 - ACCT 13620078 - DOCUMENT DESTRUCTION - 17DEC - FACILITIES - RECEIPT 132666 BY S TURK PER E-MAIL
1,782.30	SHRED IT USA LLC	ACCR17 - ACCT 13620078 - DOCUMENT DESTRUCTION - OFFSITE PURGE - RECORD 8036774247 - 11/29/17 - FACILITIES - PO 87139/RECEIPT 132665 & PO 87779/ RECEIPT 132664 BY S TURK PER E-MAIL
60,697.50	SIERRA-CEDAR INC	ACCR17 - CUST 109266 - PROJ CITYVNCW_IMP_01 - WORKDAY IMPLEMENTATION SERVICES - THRU 12/29/17 - INFO TECH - RECEIPT 132653 BY S COOLEY PER E-MAIL
10,069.17	SIERRA-CEDAR INC	ACCR17 - CUST 109266 - PROJ CITYVNCW_IMP_01 - WORKDAY IMPLEMENTATION SERVICES/EXPENSE REIMBURSEMENT - THRU 12/21/17 - INFO TECH - RECEIPT 132654 BY S COOLEY PER E-MAIL
16,015.09	SIX DEGREES INC	CSI 18947192 - ORACLE PREMIER SUPPORT FOR SYSTEMS - INFO TECH
1,800.00	SME SOLUTIONS LLC	SUMMARY: TANK COMPLIANCE TESTING - EQUIP SERVICES
181.10	SOUTHWEST WASHINGTON COALITION ACTION NETWORK	RENTAL DEPOSIT RETURN #2612
1,360.96	SPACESAVER SPECIALISTS INC	AGREEMENT 559 - PREVENTATIVE MAINTENANCE/EXTENDED SERVICE AGREEMENT - 01/10/18-01/09/21 - RECEIPT 132280 BY C ALLEMANG PER E-MAIL
125.25	Spencer, Travis Ray	TWIC REIMBURSEMENT
260.85	STATE OF WASHINGTON	ACCR17 - PROJ/WO JD50130L/JD5013 - PLAN REVIEW/INSPECTION SERVICES - 17DEC - MP ENG/CONSTRUCTION
205.00	SULLOWAY EQUITY PARTNERS LLC	REF BUS LIC
15.00	SUSAN LEWALLEN	REF OVERPMT PKG CIT 160607359
966.69	T&L COMMUNICATIONS	PERMIT WITHDRAWN
95.00	T2 SYSTEMS INC	CUST 1359 - ROVR SERVICE - 17DEC - MIN FEE - PARKING
304,041.61	TAPANI UNDERGROUND INC	WATERFRONT PARK TRAIL - EST 8 - THRU 12/31/17
1,225.50	TEKSYSTEMS	GUNNELS CHRISTOPHER - W/E 01/06/18 - INFO TECH - RECEIPT 132462 BY J SCHOESSLER
2,143.50	TESTAMERICA LABORATORIES INC	SUMMARY: SAMPLE TESTING SERVICES - MP ENG
51.91	Thirunagari, Sreekanth	BOOT REIMBURSEMENT
95.00	Thirunagari, Sreekanth	REIMBURSEMENT FOR ICC RENEWAL
158.70	Thomas, John	CERTIFICATE RENEWAL REIMBURSEMENT
189.20	THOMAS/KATHRYN MEARS	RENTAL DEPOSIT RETURN#2505
6,000.00	TRAUMA INTERVENTION PROGRAMS	2017 QTR 4 - OPERATION OF THE TIP OF VANCOUVER - FIRE
5,860.00	TRIANGLE RESOURCES INC	17DEC - LEAF COUPONS - 586 EA - SOLID WASTE
189.70	TRIPLE J ENTERPRISES	TOWING - '96 FORD EXPLORER - LIC BCC8835 WA - FROM I-205 N/B @ MP 30 TO WEST PRECINCT - CASE 19268 - VPD
2,807.39	TYREE OIL, INC	SUMMARY: OPERATING SUPPLIES - EQUIP SERVICES
676.42	UNITED ELECTRIC LLC	REMOVE FLOOR OUTLET/WIRING AND WIRE BACK TO WALL - RESOURCE ROOM/FIRSTENBURG COMM CTR - THRU 12/29/17 - OP CENTER
2,159.74	UNITED ELECTRIC LLC	SERVICE CALL - REPLACE LIGHTING CONTACTOR - BAGLEY FIELD LIGHTS - THRU 12/29/17 - OP CENTER
1,029.17	UNITED PARCEL SERVICE	SUMMARY: SHIPPING & SERVICE CHARGES - OPS CENTER & MAIL ROOM

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INVOICE PAYMENTS REPORT

Amount	Vendor Name	Description
6,491.26	UNIVERSAL FIELD SERVICES INC	JOB 1483 - CUST 159BF - SE MILL PLAIN BLVD-104TH AVE TO CHKLOV DR PROJECT - 17DEC - TRANSPORTATION/CONSTRUCTION
1,250.00	VANCOUVER USA REGIONAL TOURISM OFFICE	2016 LODGING TAX GRANT PROGRAM - DAY TRAVEL MARKETING CAMPAIGN - ACCOUNTING
80.02	VERIZON WIRELESS	ACCR17 ACCT 442099140-0001 - MOBILE BROADBAND SERVICES - 11/24/17-12/23/17 - IPADS FOR SIDEWALK PROJECTS - RYAN MILES - OPS CENTER
529.43	WALTER E NELSON CO	CUST 21070 - ORDER 956241 - JANITORIAL SUPPLIES - OP CENTER
2,250.00	WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION	ACCR17 - ACCT 20605-001 - TRAINING-FIREARMS HANDGUN INSTRUCTOR LEVEL ONE - A KLAETSCH/K ENDRESEN/M CONRAD - 10/23/17-11/03/17 - VPD
41,972.31	WASTE CONNECTIONS INC	ACCR17 - 17DEC - CURBSIDE RECYCLE PROGRAM - SOLID WASTE
173.05	Weber, Jeffrey D	BOOT REIMBURSEMENT
120.00	WEST MINNEHAHA NEIGHBORHOOD	EARNED IN 2017 - PARTICIPATION IN RECYCLING 101 GRANT
295,999.03	WESTERN SYSTEMS & FABRICATION	ACCR17 JETTER TRUCK TO REPLACE 3071 FOR STORM WATER - EQUIP SERVICES
2,849.53	WILCOX & FLEGEL	FUEL FOR ENGLISH PIT - CONTRACT PO 78486 - EQUIP SERVICES
15,929.95	WILCOX & FLEGEL	FUEL FOR OPS - CONTRACT PO 78486 - EQUIP SERVICES
850.00	YAKIMA COUNTY	2017 INTERLOCAL AGREEMENT FOR TECHNOLOGY SERVICES - 17DEC - INFO TECH - RECEIPT 132463 BY J SCHOESSLER PER E-MAIL
8,943.43	ABM ON-SITE SERVICES WEST INC	ACCR17 - JOB 31062242 - CUST 6631793 - EXTRA JANITORIAL SERVICES - MULTIPLE CITY LOCATIONS - THRU 11/30/17 - OP CENTER - PO 89264/ RECEIPT 132718 BY P NEWTON PER E-MAIL
57,389.92	ABM ON-SITE SERVICES WEST INC	JOB 31062242 - CUST 6631793 - MONTHLY JANITORIAL SERVICES - MULTIPLE CITY LOCATIONS - 18JAN - OP CENTER
2,145.00	ACCENT BUSINESS SERVICES INC	ALI ZULFI - W/E 12/30/17 - INFO TECH - RECEIPT 132195 BY J SCHOESSLER PER E-MAIL
455.28	ACTION TECHNOLOGY SYSTEMS	ACCT 3177 - USER CODE CHANGES - VARIOUS CITY LOCATIONS - THRU 01/04/18 - FACILITIES - RECEIPT 132266 BY G COYLE PER E-MAIL
204.03	ADVANCE STORES CO INC	SUMMARY: PARTS FOR REPAIR AND MAINTENANCE - EQUIP SERVICES
78.00	ALLEGIANCE BENEFIT PLAN MANAGEMENT	RETIRED LEOFF 1 FIRE MEDICAL CLAIMS
109.46	ALLEGIANCE BENEFIT PLAN MANAGEMENT	RETIRED LEOFF 1 POLICE MEDICAL CLAIMS
9,146.50	ALTA PLANNING & DESIGN	PROJ 00-2017-402 - PEDESTRIAN WAYFINDING PH 2 - THRU 12/31/17 - CDD
9,089.50	ALTA PLANNING & DESIGN	PROJ 00-2017-425 - SIDEWALK MAINTENANCE PROGRAM DEVELOPMENT - THRU 12/31/17 - CDD - RECEIPT 132449 BY B THOMAS PER E-MAIL
1,100.00	AMERICAN MEDICAL RESPONSE NORTHWEST INC	TRIPS - 11 EA - MEDICAL SERVICE/BLOOD DRAW - 17DEC - VPD
86.00	AMERICAN WATER WORKS ASSN	MEMBER 00607074 - 2018 AWWA MEMBERSHIP DUES - P NEWTON - 04/01/18-03/31/19 - OP CENTER
1,288.88	ANIXTER INC	CUST 157218 - ORDER 23K-B07MB - OPS CENTER
2,462.72	ANNAS CONSULTANTS INC	2017 ANNUAL SERVICE TO BREATHING AIR COMPRESSORS - THRU 01/02/18 - FIRE 1, 3, 4 & 5 - PO 87357/ RECEIPT 132334 BY C NELSON PER E-MAIL
767.72	ANNAS CONSULTANTS INC	ANNUAL BREATHING AIR TESTS PERFORMED QUARTERLY - THRU 01/01/18 - FIRE 1 AND FIRE 5
581.90	ANNAS CONSULTANTS INC	TROUBLESHOOT CO MONITOR ALARM/REMOVAL FOR FACTORY REPAIR - 12/13/17-12/19/17 - FIRE 5 - PO 87357/ RECEIPT 132334 BY C NELSON PER E-MAIL
370.49	ARAMARK UNIFORM SERVICES INC	SUMMARY: MAT/TOWEL/COVERALL/UNIFORM CLEANING SERVICES

INVOICE PAYMENTS REPORT

Amount	Vendor Name	Description
709.23	ARCHAEOLOGICAL INVESTIGATIONS NW INC	BILLING 15 - ARCHAEOLOGICAL PREDETERMINATION REPORT REVIEW/SURVEYS - MULTIPLE PROJECTS - 12/15/17-12/31/17 - DRS - RECEIPT 132346 BY B THOMAS PER E-MAIL
4,756.59	ARONSON SECURITY GROUP	ACCR17 - JOB PDX-15072 - EJ WARD FUEL SYSTEM AND AMAG INTEGRATION - THRU 01/11/18 - INFO TECH - RECEIPT 132599 BY J SCHOESSLER PER E-MAIL
436.31	ARONSON SECURITY GROUP	TECH/APPLICATION ENGINEER LABOR - REPL RJ45 CONNECTOR/CABLE END/MINI-COUPLER FOR CAMERAS - BROOKSIDE - 08/21/17-08/23/17 - FACILITIES - RECEIPT 131894 BY P NEWTON PER E-MAIL
81.31	ARONSON SECURITY GROUP	TECH/APPLICATION ENGINEER LABOR - TURN OFF CONDITIONAL CARD - CITY HALL - 01/09/18 - FACILITIES - PO 83654/ RECEIPT 132723 BY P NEWTON PER E-MAIL
500.00	ASSOCIATION OF WASHINGTON STATE PUBLIC FACILITIES DISTRICTS	2018 VANCOUVER PFD MEMBERSHIP DUES - FINANCE
131.01	AT&T MOBILITY II LLC	ACCOUNT # 287238238360 - 12/17/17-01/16/18 - IT
3,770.00	BAKER CREW CONSULTING	CDR SUPPORT PROJECT - DESIGN/CONFIGURATION - THRU 12/29/17 - CDD - RECEIPT 132376 BY B THOMAS PER E-MAIL
3,523.50	BDS PLANNING & URBAN DESIGN	17DEC - CULTURE ART AND HERITAGE PLAN - CMO
214.63	BLAIRCO INC	ACCR17 - 12/11/17 - DIAGNOSE/REPAIR HEAT PUMP ISSUES - MAKE: MISUBISHI - MODEL: MXZ-8C48NA - SER: 4YU00551A - PEARSON AIRFIELD - CMO
212.52	BOUNCE N BATTLE LLC	2017 YOUTH DAY CAMP EVENT W/ STAFFING - INFLATABLE RENTAL - 1009 E MCLOUGHLIN BLVD - PARKS
1,928.19	BOUND TREE MEDICAL LLC	ACCT 109894 - ORDER 99513561 - MEDICAL SUPPLIES - FIRE
94.06	BUNCH CONSTRUCTION INC	PERMIT WITHDRAWN
800.00	CAPITOL ASSET & PAVEMENT SERVICES IN	ACCR17 - 2017 PAVEMENT INSPECTION/ANALYSIS - THRU 01/04/18 - OP CENTER
135.50	CHAPPELLES TOWING INC	TOWING - '95 CHEVY BLAZER - LIC NO PLATE - FROM 8208 NE VAN MALL DR PRKNG LOT TO WEST PRECINCT - CASE 18742 - VPD
75.00	CITY OF VANCOUVER	CUST 112816 - ITM INSPECTION FEES - 01/29/18 - 400 COLUMBIA ST - KRAMER GHELEN & ASSOCIATES BLDG - OPS CENTER
46.00	CITY OF VANCOUVER	CUST 243571 - FIRE SPRINKLER SYSTEM REPORT REVIEW - ITM INSPECTION-18-0196 - LOC ID 2127-1010 - 415 W 6TH ST - CITY HALL - 01/22/18 - OP CENTER
6,000.00	CLARK COUNTY	MENTAL HEALTH THERAPEUTIC COURT INDIGENT DEFENSE CONTRACT - 2018 QTR 1 - CMO
43.02	CLARK COUNTY	ACCR17 - CUST 1813 - COMMUNITY NOTIFICATION SERVICES OF REGISTERED SEX OFFENDERS - WATCH SYSTEMS - 11/30/17 - VPD
15.00	CLARK COUNTY	ACCR17 - CUST 1817 - FINGERPRINTING SERVICES - 1 EA - 17DEC - LAW
15.00	CLARK COUNTY	ACCR17 - CUST 1817 - FINGERPRINTING SERVICES - 1 EA - 17NOV - LAW
30.00	CLARK COUNTY	ACCR17 - CUST 1817 - FINGERPRINTING SERVICES - 2 EA - 17NOV - LAW
45.00	CLARK COUNTY	ACCR17 - CUST 1817 - FINGERPRINTING SERVICES - 3 EA - 17NOV - LAW
105.00	CLARK COUNTY	ACCR17 - CUST 1817 - FINGERPRINTING SERVICES - 7 EA - 17DEC - LAW
718.60	CLARK COUNTY	CUST 1810 - PUBLIC UTILITY PERMITS - 17DEC - OPS CENTER
42,336.00	CLARK COUNTY	CUST 1811 - 2018 QTR 1 - PER CAPITA FEE - BUDGET
35,030.00	CLARK COUNTY	CUST 1811 - CJC CONTRIBUTION - 18JAN - BUDGET
26,713.36	CLARK COUNTY	CUST 1811 - MONTHLY ANIMAL CONTROL SERVICES - 18JAN - BUDGET
6,275.75	CLARK COUNTY	CUST 1822 - CRESA USER FEES - 2018 QTR 1 - CODE ENFORCEMENT
56,500.50	CLARK COUNTY	CUST 1828 - CRESA USER FEES - 2018 QTR 1 - BUDGET
2,745.68	CLARK PUBLIC UTILITIES	ACCT 7203-458-0 - ELECTRIC BILL - 12/19/17-01/22/18 - VTC

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

INVOICE PAYMENTS REPORT

Amount	Vendor Name	Description
2,319.76	COBBLESTONE HOMES LLC	PROJ 414647 - REHAB LOAN PROGRAM - L FAUGHT - 3921 E FOURTH PLAIN BLVD UNIT 64 - 18JAN - CDBG FUNDING
12,633.11	COLUMBIA RESOURCE COMPANY	ACCR17 - ACCT 990002 - 17DEC - ASH DISPOSAL - OPS CENTER
13,876.65	COMCAST CABLE COMMUNICATIONS INC	SUMMARY: CABLE AND INTERNET SERVICES
8,256.27	COPIERS NORTHWEST	ACCR17 - ACCT 343871-P - MONTHLY COPIER LEASES - MULTIPLE CITY LOCATIONS - 12/15/17-01/14/18 - INFO TECH - RECEIPT 132703 BY J SCHOESSLER PER E-MAIL
340.88	CORPORATE TRANSLATION SVCS INC	CLIENT ID 15540 - INTERPRETER SERVICES - 17DEC - VPD
60.00	CRAIG MENDENHALL DBA AMERICAN SANI-CAN	ACCR17 - 12/03/17-12/30/17 - WEEKLY PUMPING SERVICES - CUSTOMER-OWNED UNIT - GREENWAY - OP CENTER
60.00	CRAIG MENDENHALL DBA AMERICAN SANI-CAN	ACCR17 - 12/03/17-12/30/17 - WEEKLY PUMPING SERVICES - CUSTOMER-OWNED UNIT - STREETS - OP CENTER
5,662.97	CUES INC	SO 000640028 - REPAIR SERVICES - PIPE RANGER - SERIAL # 03091202 - ORDER DATE 11/28/17 - OP CENTER - WORK WAS DONE IN 2017-RECEIPTED BY P TANDY PER E-MAIL
1,620.58	CUES INC	SO 000641284 - GNET SCHEDULAR MODULE SOFTWARE - ORDER DATE 12/13/17 - OP CENTER - PRODUCT RECEIVED ON 12/22/17-RECEIPT 132555 BY J SCHOESSLER PER E-MAIL
214.80	DEX MEDIA WEST	ACCT #103505100 - ADVERTISING PARK HILL CEMETERY
3,344.90	E J WARD INC	ACCR17 - ORDER 0052402 - CUST VANCITY - SOFTWARE IMPLEMENTATION/PROJECT MANAGEMENT - INFO TECH/EQUIPMENT SERVICES
4,769.60	EARTHWORKS EXCAVATING	SCIP CONTRACTOR PMT- KAYLOR (12304 NE 32ND ST)
112.50	EHLERT & ASSOC ADJUSTERS	ACCR17 - FILE D-53524 - APPRAISAL SERVICE - RE: A DEANS - DOL: NOT SPECIFIED - RISK
219.93	EMERALD SERVICES INC	ACCT CI36500 - PART 52150 - 20G PARTS WASHER SERVICE SOLVENT - EQUIP SERVICES
44.00	EMERGENCY ROOMS PS	12/18/17 - MEDICAL TESTING SERVICES - AUDIOGRAM - 2 EA - OP CENTER - PO 88143/RECEIPT 132427 BY A BAFUS PER E-MAIL
144.00	EMERGENCY ROOMS PS	12/28/17 - MEDICAL TESTING SERVICES - LAB HANDLE/EBT - 3 EA - OP CENTER - PO 88143/RECEIPT 132427 BY A BAFUS PER E-MAIL
3,777.16	ENVIROISSUES INC	PROJ 158-002-006-1 - FACILITATION PROP HOMELESS CENTE RELOC - THRU 12/31/17 - CMO
1,500.00	EPIC LAND SOLUTIONS INC	ON-CALL RIGHT-OF-WAY SERVICES - NE 137TH AVE CORIDOR - THRU 12/31/17 - TRANSPORTATION
53.75	ERIC OLSON ELECTRIC INC	PERMIT WITHDRAWN
4,848.00	ESIX SPORSTWEAR INC	PUBLIC WORKS UNIFORMS/PROTECTIVE CLOTHING - THRU 01/05/18 - OP CENTER
6,395.00	EUROFINS EATON ANALYTICAL INC	SUMMARY: SAMPLE TESTING SERVICES - OP CENTER
2,662.77	EXCELTECH CONSULTING INC	PROJ 1703 - GRANADA PROJECT 083418 - THRU 12/31/17 - CONSTRUCTION - RECEIPT 132479 BY L PETERSEN PER E-MAIL
300.00	FREDERICK VANKUREN	ACCR17 - PARCEL 16593000 - REAL PROPERTY VOUCHER - MILL PLAIN BLVD-104TH AVE TO CHKLOV DR - 1108 SE 105TH AVE - PERSONAL PROPRTY MOVE - 11/29/17 - CONSTRUCTION
15,640.00	FREDERICK VANKUREN	ACCR17 - PARCEL 16593000 - REAL PROPERTY VOUCHER - MILL PLAIN BLVD-104TH AVE TO CHKLOV DR - 1108 SE 105TH AVE - PROTECTIVE RENT - 17JUN-18JAN - CONSTRUCTION
886.52	FREDERICK VANKUREN	ACCR17 - PARCEL 16593000 - REAL PROPERTY VOUCHER - MILL PLAIN BLVD-104TH AVE TO CHKLOV DR - 1108 SE 105TH AVE - TESTING/INSPECTION SERVICES - 11/16/17 - CONSTRUCTION

INVOICE PAYMENTS REPORT

Amount	Vendor Name	Description
40.69	FRONTIER COMMUNICATIONS	ACCT 253-014-7406-041100-5 - 12/20/17-01/19/18 - FISHER WATER PUMP STATION - OPS CENTER
784.72	GALLS LLC	ACCT 1001096190 - FIRE UNIFORM - FIRE
1,377.60	GENUINE PARTS COMPANY	CUST 7970 - 18JAN - PARTS FOR VEHICLE AND EQUIPMENT REPAIRS - EQUIP SERVICES
45.24	GENUINE PARTS COMPANY	CUST 7970 - 18JAN - SHOP SUPPLIES - EQUIP SERVICES
77.15	GENUINE PARTS COMPANY	CUST 7970 - 18JAN - TOOLS NEEDED - EQUIP SERVICES
2,699.18	GEORGE ELEVATOR SERVICE LLC	SUMMARY: ELEVATOR REPAIR SERVICE & MONTHLY MAINTENANCE - MULTIPLE LOCATIONS
92.22	GORDON TRUCK CENTERS	CUST 96056 - 18JAN - PARTS FOR VEHICLE AND EQUIPMENT REPAIR - EQUIP SERVICES
299.28	GRAY & OSBORNE INC	PROJ 16256.00 - WATER STATION 14 ON-SITE CHLORINATION - THRU 12/31/17 - MP ENG - RECEIPT 132239 BY L JONES PER E-MAIL
5,202.00	GREATER VANCOUVER CHAMBER OF	2018 MEMBERSHIP DUES FOR CITY OF VANCOUVER - CMO
1,958.75	GROUNDWATER SOLUTIONS INC	PROJ 0642.001 - ELLSWORTH WELL REHABILITATION - THRU 12/31/17 - MP ENG - RECEIPT 132303 BY L JONES PER E-MAIL
5,284.90	HALBERT CONSTRUCTION LLC	FIRE STATION 3 ASBESTOS & ROOF PROJECT - EST 5 - THRU 01/02/18
25,825.95	HALBERT CONSTRUCTION LLC	FIRE STATION 6 RESTROOM PROJECT - EST 4 - THRU 01/02/18
183,471.47	HALME EXCAVATING INC	ACCR17 - BIDDLE WAY TRUNK E3A REALIGNMENT IMPROVEMENTS - EST 2 - THRU 01/05/18
370.00	HANDY HANDS 4 U INC	REF BUS LIC
160.43	HARRYS KEY SERVICE INC	ACCR17 - SERVICE CALL - REATTACH ARM AND REPROGRAM SERVICES - CITY HALL - 415 W 6TH ST - THRU 11/27/17 - OP CENTER
14,684.34	HERRERA ENVIRONMENTAL CONSULTANTS	PROJ 14-05818-003 - BURNT BRIDGE CREEK 2017 TREND ANALYSIS REPORT - THRU 12/31/17 - MP ENG - RECEIPT 132245 BY L JONES PER E-MAIL
4,271.00	HOUSING INITIATIVE LLC	ACCR17 - PROJECT 2017-AHF-221101 - HOUSING INITIATIVE LLC - 17DEC - AFFORDABLE HOUSING FUND
55.10	HVAC INC	PERMIT WITHDRAWN
255.00	IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT INC	ACCR17 - 08/24/17-08/23/18 - INTELLECTUAL PROPERTY MANAGEMENT SERVICES - INFO TECH
2,500.00	JANE JACOBSEN	FUNDRAISING CONSULTANT - VANCOUVER WATERFRONT PROJECT - THRU 12/31/17 - PARKS
89,434.00	JEFFREY BARRAR PS AKA VANCOUVER DEFENDERS	18FEB PUBLIC DEFEND PRIMARY AND INVESTIGATOR - CMO
321.25	JMR GROUP LLC DBA MCCOY FREIGHTLINER OF PORTLAND	CUST 11742 - 18JAN - PARTS FOR VEHICLE REPAIR - EQUIP SERVICES
20.00	JULIE/JAMES EDDINGS	REF ALARM
635.20	KELLY SERVICES INC	SCHMID, L - ORDER A2342 - W/E 01/21/18 - IT
600.00	KJ BRAUDAWAY	SUMMARY: POLICE VEHICLE CAR WASHES - VPD
3,150.00	KRONOS INCORPORATED	ACCR17 - PROJ 30307 - VANCOUVER FIRE TSG - PROJECT STATUS CALL - THRU 12/19/17 - INFO TECH/FIRE
225.00	Kumpula, Daniel R	ACCR17 REIMBURSEMENT FOR WORK BOOTS. SEE NOTES ON REQUEST FORM CONCERNING L&I REQUIREMENTS
206.35	Laddusaw, Ryan R	BOOT REIMBURSEMENT
14,010.70	LANDSCAPE MANAGEMENT SERVICES	TREE PLANTING SERVICES - 46 EA - VARIOUS CITY LOCATIONS - THRU 01/08/18 - URBAN FORESTRY - RECEIPT 132464 BY K ELLIOTT PER E-MAIL
16,616.97	LIFE INSURANCE CO OF NORTH AMERICA	JANUARY LIFE INSURANCE PREMIUMS
13,273.42	LIFE INSURANCE CO OF NORTH AMERICA	JANUARY LTD INSURANCE PREMIUMS
443.39	LN CURTIS & SONS	ACCR17 CUST C32902 - ORDER 366255 - FIRE
203.00	LN CURTIS & SONS	ACCR17 CUST C32902 - ORDER 369069 - FIRE

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INVOICE PAYMENTS REPORT

Amount	Vendor Name	Description
135.50	MARK IV ENTERPRISES DBA FOLIAGE SERVICES	CUST VANCO - LOCATION VAN-02 - PLANT SERVICE - 18JAN - MP ENG - RECEIPT 132541 BY H VASKELIS PER E-MAIL
151.76	MARK IV ENTERPRISES DBA FOLIAGE SERVICES	CUST VANCO - LOCATION VANCOU - MONTHLY PLANT MAINTENANCE - 18JAN - CITY HALL - RECEIPT 132242 BY J MCGEE
1,000.00	MESSAGE GEARS LLC	18JAN - USAGE FEE - INFO TECH
5,671.49	METRO OVERHEAD DOOR INC	SUMMARY: DOOR REPAIR SERVICES - OP CENTER & FIRE
11,037.79	MISCELLANEOUS	SUMMARY: CITY UTILITIES REFUNDS, PARKS REFUNDS & OTHER MISC REFUNDS
3,785.33	MOBES BUSINESS FORMS INC	180,000 UTILITY BILLING FORMS - UTILITIES
22,029.86	MUNICIPAL EMERGENCY SERVICES INC	ACCR17 ACCT C38471 - HFRP TAIL COATS AND PANTS - FIRE
1,378.40	MURRAYSMITH INC	PROJ 17-2016 - BERNIE DR PRV REPLACEMENT - THRU 12/31/17 - MP ENG - RECEIPT 132305 BY L JONES PER E-MAIL
440.50	MURRAYSMITH INC	PROJ 17-2042 - MARINE PARK WWTP RPBA IMPROVEMENTS - THRU 12/31/17 - MP ENG
11,587.49	NORTHWEST STAFFING RESOURCES	CITY WIDE TEMPORARY SERVICES - W/E 1/14/18
10,330.52	NORTHWEST STAFFING RESOURCES	CITY WIDE TEMPORARY SERVICES - W/E 1/21/18
19.33	NW NATURAL	ACCT #2620143-4 - GAS USAGE 12/19/17-01/22/18 - ENGLISH PIT
243.90	OREGON COMMERCIAL HEATING LLC	12/18/17 - SERVICE CALL - REZNOR NOZZLE BLOCK TEMP CONTROL SENSORS (2 EA) - OP CENTER - PO 89089/ RECEIPT 132494 BY J MAHAN PER E-MAIL
11,638.25	OTAK INC	PROJ 017867.A00 - VANCOUVER COUNTRY CLUB VILLAGE LID RETROFIT - THRU 12/31/17 - MP ENG - RECEIPT 132360 BY L JONES PER E-MAIL
7,154.40	OWEN EQUIPMENT CO DBA BENKOMATIC	ACCR17 NEW F FANAFOAM VAPOROOTER II - QTY 22 - OPS CENTER
15,609.60	OWEN EQUIPMENT CO DBA BENKOMATIC	ACCR17 NEW F FANAFOAM VAPOROOTER II - QTY 48 - OPS CENTER
5,397.10	PACIFIC FURNISHINGS	ORDER 12799 - RECEIVE/DELIVERY/PLACEMENT/INSTALLATION - VARIOUS BAKER MFG CO OFFICE FURNISHINGS - THRU 01/05/18 - VPD-EAST/520 SE 155TH AVE - PROPERTY SERVICES
3,684.52	PACIFIC POWER GROUP LLC	REPAIR ORDER 457817-000 - SER 2239600 - MODEL 1500REOZDC/GM40635-GA1 - SE 16TH ST - THRU 09/29/17 - OP CENTER
30.37	Pastor, Andrea	REIMBURSE FOR REFRESHMENTS - SMALL BUSINESS MONTH MTG.
200.00	PATRICK HILDRETH DBA PDH CREATIVE	WEBSITE SECURITY/MAINTENANCE - THRU 12/31/17 - COMM DEV
1,531.25	PAUL LEWIS	2017 NEW DEVELOPMENT COST OF SERVICE REVIEW - 12/02/17-12/08/17 - FIRE
500.00	PAUL LEWIS	MULTI-FAMILYPROPERTY TAX EXEMPTION PROGRAM SUPPORT - 17DEC - COMM DEV - RECEIPT 132330 BY B THOMAS
596.20	PC SPECIALISTS INC	CUST 29019 - CISCO SFP TWINAX NETWORK CABLE - 2 EA - SHIPPED 01/04/18 - INFO TECH - RECEIPT 132339 BY J SCHOESSLER PER E-MAIL
55.20	Pearce, Daniel B	ACCR17 MILEAGE FOR CERT JUNE TO DEC 2017
32,733.85	PEASE CONSTRUCTION INC	ACCR17 - APPLICATION 1616-11 - MARSHALL COMMUNITY CENTER POOL UPGRADES - EST 11 - THRU 12/26/17
786.00	PETTY CASH CUSTODIAN	SUMMARY: PETTY CASH REPLENISHMENT
1,250.00	PORTFOLIO RECOVERY ASSOCIATES INC DBA MUNISERVICES	LTC DISCOVERY FOR PERIOD ENDING 09/28/13 - TREASURY
720.00	PORTFOLIO RECOVERY ASSOCIATES INC DBA MUNISERVICES	LTC DISCOVERY FOR PERIOD ENDING 09/30/12 - TREASURY
30.00	PORTLAND ADVENTIST MEDICAL CENTER	ACCR17 - 17DEC - MEDICAL TESTING SERVICES - HR FOR FIRE

INVOICE PAYMENTS REPORT

Amount	Vendor Name	Description
214.00	PROFESSIONAL CREDIT SERVICE	SUMMARY: MULTIPLE REFUNDS
7,332.82	QWEST CORP DBA CENTURY LINK	ACCR17 PDX LINES CITYWIDE
705.24	QWEST CORP DBA CENTURY LINK	PDX LINES CITYWIDE
1,000.00	REGIONAL TRANSPORTATION	ACCR17 - CUST: COV - DATA COLLECTION SERVICES - TRAVEL TIME - CITY SHARE OF LOCAL MATCH - 17NOV - MP ENG
175.75	RICHARD HEPPEL	18JAN - WEEK 1 - SENIOR MESSENGER DELIVERY - MEDIA SERVICES
8,025.00	RICHARD WHITEHEAD & ASSOCIATES LLC	WEEK 2 - INTERNAL AFFAIRS BASIC/ADVANCED TRAINING - 01/08/18-01/12/18 - VPD
92.14	RIVERSIDE CONTAINERS LLC	JOB 49628 - RENTAL - 20' STEEL CONTAINER - 18JAN - CONSTRUCTION - RECEIPT 132226 BY L PETERSEN PER E-MAIL
292.68	ROBERT FULLER DBA QUALITY MACHINE	MAGNETIC LID PULLERS - CONSTRUCTION
288.00	ROTSCHY INC	CLIENT 59 - VAC TRUCK DUMP - OPS CENTER
1,483.56	SHARE INC	ACCR17 - PROJ 411004 - DAY CENTER STAFFING - 17DEC - CDBG FUNDING
4,988.84	SHARON RICE	HEARINGS EXAMINER SERVICES - MULTIPLE PROJECTS - ADVANCED FILE REVIEW/PUBLIC HEARING/DECISION & FINAL ORDER - THRU 12/19/17 - DRS - RECEIPT 132436 BY B THOMAS PER E-MAIL
255.34	SIEMENS INDUSTRY INC	PERMIT WITHDRAWN
30,813.51	SIERRA-CEDAR INC	SUMMARY: HANSEN UTILITY BILLING SUPPORT - INFO TECH
4,828.56	SME SOLUTIONS LLC	ACCR17 - REF 248943 - REPLACE TWO PUMPING UNITS ON D5 - 11/20/17-12/19/17 - EQUIPMENT SERVICES - RECEIPT 132632 BY J MAHAN PER E-MAIL
184.27	Smith, David L	BOOT REIMBURSEMENT
21,042.43	SOFT RESOURCES LLC	17DEC - PROGRESS BILLING - ERP SOFTWARE PROJECT MANAGEMENT SERVICES - INFO TECH - RECEIPT 132172 BY S COOLEY PER E-MAIL
5,400.00	SONIA LOPEZ DBA ACTION ONSITE INC	17DEC - INJURY ASSESSMENT TRAINING - OP CENTER - RECEIPTED BY P TANDY PER E-MAIL
939.00	SOUTHWEST CLEAN AIR AGENCY	SWCAA ID 2115 - ANNUAL AIR CONTAMINANT REGISTRATION FEE - 07/01/17-06/30/18 - WATER STATIONS - FT VANC WAY & FOURTH PLAIN BLVD - OP CENTER
45,623.00	SOUTHWEST WASHINGTON REGIONAL TRANSPORTATION COUNCIL	2018 MEMBER CONTRIBUTIONS - METROPOLITAN PLANNING ORGANIZATION/RTPO - FINANCE
6,772.63	SP PLUS CORPORATION	17OCT - PARKING SERVICES
17,182.39	STATE OF WASHINGTON	10% OF NET PROCEEDS OF FORFEITED PROPERTY OR VEHICLES IN 2017 UNDER RCW 69.50.505
88.09	STERICYCLE INC	CUST 6029888 - 18JAN - MEDICAL WASTE REMOVAL - VPD
532.50	TESTAMERICA LABORATORIES INC	ACCR17 - CLIENT 1411092 - PROJ 58010839 - JOB J73646-1 - SAMPLE TESTING SERVICES - 12/13/17 - MP ENG
148.50	TILA MCCUTCHEON	18JAN - WREC HABITAT/WATER MONITORING PROGRAM/CONGRESS - CITY - WREC
54.00	TILA MCCUTCHEON	18JAN - WREC HABITAT/WATER MONITORING PROGRAM/CONGRESS - COUNTY - WREC
220.60	TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	ACCT 230397 - DATABASE SEARCH FEES - 17DEC - VPD
12.45	UNITED PARCEL SERVICE	18JAN - SHIPPER #856018 - SERVICE CHARGES - OPS CENTER
3,567.30	UNIVAR USA INC	CUST 107817 - ORDER 185410 - CAUSTIC SODA - OPS CENTER
1,084.00	US WATER SERVICES INC	SUMMARY: MONTHLY CHILLER/BOILER CHEM TESTING - MULTIPLE LOCATIONS - OP CTR
7,125.00	USI INSURANCE SERVICES	ACCR17 - BUSINESS SERVICE FEE - 06/01/16-06/01/18 - INSTALLMENT 20 - HR

INVOICE PAYMENTS REPORT

<u>Amount</u>	<u>Vendor Name</u>	<u>Description</u>
320.00	VANCOUVER AIRE LLC DBA FRESH AIRE AIR FRESHENERS	SUMMARY: DEODORIZING SERVICES
150,000.00	VANCOUVER HOUSING AUTHORITY	ACCR17 - PROJ 414536 - BRIDGEVIEW HOUSING - THRU 11/30/17 - CDBG FUNDING
5,290.63	VANCOUVER HOUSING AUTHORITY	ACCR17 - PROJECT 414547 - SHELTER IMPROVMENT - 17DEC - CDBG FUNDING
3,271.88	W TODD PASCOE PLLC	2018 CONTRACTURAL SERVICES - 18JAN - CMO
1,962.43	WALTER E NELSON CO	SUMMARY: JANITORIAL SUPPLIES - FIRE
15,210.94	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	SUMMARY: VARIOUS TRAFFIC CONTROL SERVICES
1,979.10	WETHERHOLT AND ASSOCIATES INC	PROJ 20-160303A1 - FIRE STATIONS 1 & 2 - THRU 12/16/17 - FACILITIES - RECEIPT 132491 BY S TURK PER E-MAIL
121.59	XPO ENTERPRISE SERVICES INC	WEEKLY POSTAGE SERVICES - THRU 01/06/18 - FINANCE/MAILROOM
56.04	XPO ENTERPRISE SERVICES INC	WEEKLY POSTAGE SERVICES - THRU 12/30/17 - FINANCE/MAILROOM
227,244.63	CITY OF VANCOUVER	SUMMARY: INFOR CITY PAYMENTS
3,565.10	CITY OF VANCOUVER	SUMMARY: INFOR CITY PAYMENTS
1,959.83	CITY OF VANCOUVER	SUMMARY: INFOR CITY PAYMENTS
17,844,791.13		
2,193.75	MISCELLANEOUS	PARKS CLASS REFUNDS - FCC 01/16/18 - 01/22/18
1,021.00	MISCELLANEOUS	PARKS CLASS REFUNDS - MCC 01/16/18 - 01/22/18
7.00	MISCELLANEOUS	PARKS CLASS REFUNDS - VTC 01/16/18 - 01/22/18
667.60	MISCELLANEOUS	PARKS CLASS REFUNDS - WREC 01/16/18 - 01/22/18
1,767.25	MISCELLANEOUS	PARKS CLASS REFUNDS - FCC 01/23/18 - 01/29/18
653.00	MISCELLANEOUS	PARKS CLASS REFUNDS - MCC 01/23/18 - 01/29/18
42.00	MISCELLANEOUS	PARKS CLASS REFUNDS - VTC 01/23/18 - 01/29/18
734.00	MISCELLANEOUS	PARKS CLASS REFUNDS - FCC 01/30/18 - 02/05/18
673.00	MISCELLANEOUS	PARKS CLASS REFUNDS - MCC 01/30/18 - 02/05/18
49.00	MISCELLANEOUS	PARKS CLASS REFUNDS - VTC 01/30/18 - 02/05/18
7,807.60		
17,852,598.73		

**City of Vancouver
Payroll Council Report
January 16, 2018 - February 5, 2018**

[illegible]

\$ 2,868,076.06